



AGENDA

**REGULAR MEETING
DELTA HOUSING AUTHORITY BOARD OF COMMISSIONERS
January 25, 2023
3:30 P.M.**

MEETING CALLED TO ORDER

Changes to the Agenda

Citizen Comments (sign in to speak – 3 minutes each)

1. Minutes December 21, 2022 Regular Meeting
2. Financial Reports December 2022
3. Reports: Voucher Program
 Occupancy/Vacancy/Turnaround
 Maintenance/Work Orders
 Capital Fund Projects
4. Old Business: NONE
5. New Business:
 - A) Resolution #654-23 - Approval of Alpine Bank Corporate Authorization Resolution
 - B) Resolution #655-23 - Approval of Bank of Colorado Corporate Authorization Resolution
 - C) Resolution #656-23 – Adopting Tenant Selection Plan for the Affordable Housing Program (DHA-Owned Units)
6. Executive Director Comments
7. Correspondence
8. Commissioner Comments

Adjourn



Regular Board Meeting Minutes

December 21, 2022

The regular board meeting of the Delta Housing Authority Board of Commissioners was held on Wednesday, December 21, 2022, in the agency office of the Housing Authority. The meeting was called to order by Chair Brad Kolman at 3:34 pm. The following Commissioners and officers of the agency were present at the meeting: Chair Brad Kolman; Vice-Chair Kim Guthrie Burch; Commissioner Kerry Williams; Commissioner Cathy Boyd; Commissioner Robert Turner; and Secretary Ute Jantz (Executive Director). Notice of the regular board meeting was properly posted at least twenty-four hours prior to the meeting. Notice was also sent, upon standing request, to the City of Delta.

Quorum present (minimum of three Commissioners): Yes No

Changes or Additions to the Agenda

There were no changes to the agenda.

Citizen Comments

There were no citizen comments.

1. Approval of Minutes

Minutes of the regular meeting held on November 23, 2022, were approved as presented; motion to approve by Commissioner Williams and seconded by Commissioner Turner. All in favor, motion carried (5:0).

2. Financial Reports for November 2022

Penny Thompson (Finance Officer) joined the meeting and presented the financial reports for the month of November. Expenses should be approximately 92% of the total operating expenses. All programs look good except Rural Development. Public Housing – The total rental income is well ahead of budgeted amount with 122.9% of budget. Operating subsidy is 104.7% of the budget and the overall operating expenses are within budgeted amounts. The 2021 Capital Fund (CFP) grant balance remaining to be expended is \$57,766, and the 2022 CFP grant balance is \$265,983. Grand Manor Apartments (USDA) – the program is within budgeted amounts except utilities. Expenditures for property betterment in the amount of \$7,000 will be capitalized. Affordable Housing Program – The Division of Housing (DOH) grant expenses paid year-to-date are \$56,053. Housing Choice Voucher Program (HCV) - The Housing Assistance Program (HAP) subsidy payment received from HUD was \$144,002 and the Administrative Fees payment was \$247,233. HAP expenditures (payments to landlords and utility allowances) were \$118,277. A second draw request from our HUD-held reserves in the amount of \$13,400 has been approved by HUD. Villas at the Bluff (VAB I and II) – inflation continues to affect utilities, maintenance supplies and repair costs, however, both programs are within budget. VABII – Fire and water casualty costs of \$105,757 for buildings G and H have been expended year to date. Both insurance claims have been closed out and the final insurance reimbursements will be received in December. We anticipate an insurance reimbursement to VAB II in the amount of \$15,245 for building H and \$38,170 for building G. The Board reviewed the account balances and budget worksheets with a few questions for discussion and clarification. It was moved by Commissioner Williams and seconded by Commissioner Turner to accept the financial reports for the month of November as presented and discussed. All in favor, motion carried (5:0).

3. Reports for November 2022

Erika Nieto, Housing Operations Manager, joined the meeting to present the occupancy and maintenance reports for the month of November. Jasmine Hugget, Housing Choice Voucher Technician, also joined the meeting.

Program Reports

- Voucher Program: 238 vouchers are leased up; 268 applicants (combined) are on the waiting lists. Twelve new vouchers were leased up, 13 vouchers were issued but are not under a Housing Assistance Payments (HAP) contract yet, no voucher holders ended participation, and 12 unit inspections were completed.

- Public Housing: Fully leased up, 308 applicants are on the waiting list, and there are no unit turnovers. Work orders reported: water heaters, new furnace thermostats, minor plumbing and electrical issues, tile installation and routine maintenance.
- Villas at the Bluff (VAB and VABII): 103 applicants are on the waiting list (combined), both properties are fully leased up, and there were no unit turnovers. Work orders reported: minor plumbing and electric issues, appliance repairs, lockouts, general maintenance, and daily grounds cleanup.
- Grand Manor Apartments: 62 applicants are on the waiting list; the property is fully leased up and no unit turnovers were reported. Seven work orders were reported (lock change, new hot water heater, minor plumbing).
- DHA-Owned Houses: One unit occupied and one unit vacant which is being remodeled. No work orders were reported.

Capital Fund Project Report

The Executive Director presented the capital fund project report, which was prepared by Todd Wicklund, CFP Coordinator.

- *Scattered Sites Renovations (DOH Grant)*

The methods and materials for the plumbing upgrade/shower conversions are still in review due to a limited response from contractors. Additional plumbing businesses will be contacted. Landscaping and exterior upgrades are being considered at both properties.

Bluff Street

- Restoration of smoke damage and odor control has been completed along with the final interior painting.
- The replacement of the HVAC system has started.
- Electrical upgrades and new lighting options are underway.
- The flooring has been completed.

A Street

- HVAC is completed.
- Electrical upgrades and new lighting options are underway.

- *Thompson Manor Xeriscape Project*

The concrete retaining walls (phase 1) were scheduled for early December, but the contractor has not committed to an actual date.

- *Housing Rehab Program Final Closeout*

After visiting with three county clerks, the process of how to assign the Mobile Home liens has finally been determined. The final procedures should be finished by next week.

The board reviewed and discussed the Program and Capital Fund Project Reports, and it was moved by Commissioner Guthrie Burch and seconded by Commissioner Boyd to approve the reports for the month of November as presented and discussed. All in favor, motion carried (5:0).

4. **Old Business** None

5. **New Business**

(A) Resolution #650-22 Approval of the Revised Operating Budgets for FY 2022

The Executive Director (ED) stated that the regulations of the U.S. Department of Housing and Urban Development

(HUD) require the Commissioners of a Public Housing Agency to approve Operating Budget revisions for the Public Housing and Housing Choice Voucher Programs (this does not apply to our two tax credit properties). This resolution approves variances in the budgets for the fiscal year 2022. The Board previously approved these expenditures as they occurred every month by approving the monthly financial reports, however, the board needs to have a formal resolution approving the variances before year end. As a good business practice, ED recommended revising the operating budgets for all DHA-run programs as proposed in the budget worksheets. After discussion Vice Chair Guthrie Burch moved to adopt Resolution #650-22 Approval of the Revised Operating Budgets for FY 2022 as presented and discussed and Commissioner Williams seconded the motion. **Roll call vote:** Commissioner Williams, aye; Vice Chair Guthrie Burch, aye; Commissioner Boyd, aye; Commissioner Turner, aye; and Chair Kolman, aye. Motion carried (5:0).

(B) Resolution #651-22 Approval of the Revised PHA Operating Budget for FY 2022

HUD regulations require the Commissioners of a Housing Authority to approve the Agency's Operating Budget revision for the Public Housing (PH) Program. This resolution approves variances in the PH budget for the fiscal year 2022. The Board previously approved these expenditures as they occurred every month by approving the monthly financial reports, however, the board needs to have a separate resolution approving the PH variances before year end. After discussion Vice Chair Guthrie Burch moved to adopt Resolution #651-22 Approval of the Revised PHA Operating Budget for FY 2022 as presented and discussed, and Commissioner Williams seconded the motion. **Roll call vote:** Commissioner Williams, aye; Vice Chair Guthrie Burch, aye; Commissioner Boyd, aye; Commissioner Turner, aye; and Chair Kolman, aye. Motion carried (5:0).

(C) Resolution #652-22 Approval of Changes in the Utility Allowance Schedules for the Public Housing and Housing Choice Voucher Programs

The Executive Director explained that the Department of Housing and Urban Development (HUD) requires an annual review of the utility allowances provided to residents occupying Public Housing units and for Housing Choice Voucher (HCV) participants. The Delta Housing Authority contracted with The Nelrod Company to review the current utility allowances and to determine if revisions are needed. The authority is required by HUD to modify the allowances if there is a cumulative increase or decrease of 10% or more in utility rates. According to Nelrod's study, certain areas within Delta County experienced a cumulative increase in utility rates of 10% or more and the utility schedules for the Public Housing and the HCV Programs need to be revised (mainly due to an increase in cost for natural gas). The proposed effective date for the revised utility allowance schedules is February 1, 2023. After discussion Commissioner Boyd moved to adopt Resolution #652-22 Approval of Changes in the Utility Allowance Schedules for the Public Housing and Housing Choice Voucher Programs as presented and discussed and Commissioner Guthrie Burch seconded the motion. **Roll call vote:** Commissioner Williams, aye; Vice Chair Guthrie Burch, aye; Commissioner Boyd, aye; Commissioner Turner, aye; and Chair Kolman, aye. Motion carried (5:0).

(D) Resolution #653-22 Approval of Revisions to the DHA Personnel Policies

To remain compliant with Federal and State Employment Laws, the Executive Director (ED) recommended approving the revisions to DHA Personnel Policies as outlined in the memo addressed to the board. ED went over the policy changes. After discussion, it was moved by Commissioner Turner and seconded by Commissioner Boyd to approve Board Resolution #653-22 Approval of Revisions to the DHA Personnel Policies as presented and discussed, and for the new policies to be effective January 1, 2023. **Roll call vote:** Commissioner Williams, aye; Vice Chair Guthrie Burch, aye; Commissioner Boyd, aye; Commissioner Turner, aye; and Chair Kolman, aye. Motion carried (5:0).

E) Execution of Engagement Letter for the 2023 Delta Housing Authority Audit

Commissioner Guthrie Burch motioned for the Chair and the Executive Director to execute the 2023 Audit Engagement Letter with Blair & Associates, P.C. as presented and discussed. Commissioner Williams seconded the motion. All in favor. Motion carried (5:0).

6. Executive Director Comments

The Executive Director (ED) provided the following report:

General:

- Worked on personnel handbook updates.
- Annual enrollments for Health Insurance and Simple IRA have been completed.

Public Housing Program (PHA):

- HUD approved the 5-Year Capital Fund Action Plan (2023-2027).
- Revised utility allowance schedule.

Housing Choice Voucher (HCV) Program:

- HUD approved a second HUD-held reserve withdraw in the amount of \$13,400.
- HUD approved DHA’s waiver extension request allowing an increase in the payment standard for a family at any time after the effective date of the increase, rather than waiting for the next regular reexamination [CFR 982.505(c)(4)].
- Revised utility allowance schedule.

DHA-Owned Houses:

- We submitted a grant extension request through July 31, 2022, to the Division of Housing (DOH). No answer yet.
- Worked on a draft Tenant Selection Plan which is a DOH requirement under the CDBG grant.
- Submitted a fourth draw request in the amount of \$23,357.28 to DOH.

Villas at the Bluff (VAB and VABII):

- VAB and VABII - The 2022 audit with Novogradac is ongoing.
- VAB II – Casualty losses (H and G buildings) – we are hoping to have both claims closed out soon. We anticipate a final check from CHFA on December 15th. Awaiting the outcome of the restitution hearing.

Residences at Delta (RAD):

- Training with the TWG Compliance Team is scheduled for January 10th.
- The Division of Housing Grant paperwork still needs to be executed. DOH has yet to respond to TWG’s requests.
- The completion date of the building has been pushed back to the beginning of May 2023, due to delays caused by lack of workforce of TWG’s subcontractor.

7. Correspondence

There was no correspondence.

8. Commissioner Comments

None

Chair Kolman adjourned the meeting at 5:01 p.m.

Respectfully submitted

 Ute Jantz, Secretary of the Board

 Chair/Vice Chair DHA Board of Commissioners

Upcoming Board Meetings:

Regular Board Meeting	January 25, 2023, at 3:30 pm
Regular Board Meeting	February 22, 2023, at 3:30 pm
Regular Board Meeting	March 22, 2023, at 3:30 pm

**Delta Housing Authority
Board Financial Summary
December 2022**

Budget worksheets	PHA	RD	AH	Voucher	Villas I	Villas II
YTD Receipts over (under) expenditures	115,020	(373)	1,558	75,658	104,883	5,703
Page No	3	7	10	13	19	22

At this point of the year our budget to actual percentage should be 100%.

PHA

Total 2022 rental income was considerably higher as compared to 2021 with \$229,200 for 2021 and \$309,715 for 2022.

Capital Funds Program

The balance remaining to be expended for the 2021 grant is \$55,048, but 100% of the grant has been obligated for a large retaining wall project at Thomson Manor. \$33,000 of the operations budget will be withdrawn in January 2023.

Rural Development

This program has a deficit of \$373, but after \$6,983 of property betterments are capitalized the deficit will be erased.

Affordable Housing

Division of Housing Grant expenses paid year-to-date is \$78,726. The total grant award is \$99,500.

Voucher

Please see the explanation on page 16 of HUD-Held Reserves of \$153,182. The second draw request of \$13,400 was received in December.

Villas at the Bluff

This program has a healthy net income of \$104,883, but keep in mind that the transfer in from reserves of \$53,645 is irregular income. This transfer was for fixed asset improvements. Our draw for 2023 may not be as large.

Villas at the Bluff II

We received the final insurance reimbursements of \$15,243 for building H and \$38,170 for building G. Fixed assets have not yet been capitalized.

DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

PUBLIC HOUSING						
ACCT #	DESCRIPTION	2021 ACTUAL	CURRENT MONTH	2022 YTD	2022 BUDGET	% OF BUDGET
	OPERATING RECEIPTS:					
3110	DWELLING RENT	220,000	26,834	299,471	285,000	105.1%
3120	EXCESS UTILITIES	2,900	424	3,328	3,000	110.9%
3190	NONDWELLING RENTAL	6,300	693	6,916	6,800	101.7%
	TOTAL RENTAL INCOME	229,200	27,951	309,715	294,800	105.1%
3002	CAPITAL PROJECT FUND GRANT (DESIGNATED AS OPERATING) CFP DESIGNATED - PROCUREMENT, SOW, DAVIS BACON - 1410	39,049		37,435	37,435	100.0%
3115	OPERATING SUBSIDY OPERATING SUBSIDY - COVID-19	218,000	20,413	229,900	229,900	100.0%
3610	INTEREST INCOME	35	1	11	10	110.0%
3690	LATE CHARGES (TENANT)	800	50	1,150	1,100	104.5%
3690.1	MISCELLANEOUS INCOME TRANSFER IN FROM RESERVE - ADA REMODEL	1,300		874	874	100.0%
	TOTAL OPERATING INCOME	488,384	48,415	579,085	564,119	102.7%
	OPERATING EXPENDITURES - ADMINISTRATION:					
4110	ADMINISTRATIVE SALARIES	140,000	15,900	148,426	155,000	95.8%
4110.1	ADMINISTRATIVE - TEMP STAFFING					
4130	LEGAL EXPENSE	5,000			2,000	0.0%
4140	STAFF TRAINING	2,500	216	1,076	4,000	26.9%
4150	TRAVEL	1,200		234	1,200	19.5%
4170	ACCOUNTING FEES	11,500				
4171	AUDITING FEES	5,000		5,250	5,250	100.0%
4190	SUNDRY - OFFICE SUPPLIES	3,500	151	2,774	4,000	69.4%
4190.1	SUNDRY - OFFICE FURNITURE AND EQUIPMENT	500		462	600	77.0%
4190.2	SUNDRY - ADVERTISING	500		77	550	14.0%
4190.3	SUNDRY - TELEPHONE AND ANSWERING SERVICE	1,545	163	1,915	2,200	87.0%
4190.4	SUNDRY- OTHER ADMINISTRATIVE EXPENSES	13,000	607	8,203	13,500	60.8%
4190.42	SUNDRY- OPERATIONAL SOFTWARE	6,000		6,621	8,000	82.8%

SEE ACCOUNTANT'S REPORT

DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

PUBLIC HOUSING						
ACCT #	DESCRIPTION	2021 ACTUAL	CURRENT MONTH	2022 YTD	2022 BUDGET	% OF BUDGET
	TOTAL ADMINISTRATIVE EXPENSE	190,245	17,037	175,038	196,300	89.2%
	UTILITIES:					
4310	WATER	7,000	503	6,332	7,000	90.5%
4320	ELECTRICITY	18,500	1,452	18,361	19,000	96.6%
4330	GAS	11,900	988	15,427	17,500	88.2%
4340	SANITATION (TRASH)	7,000	407	6,214	7,000	88.8%
4390	OTHER UTILITIES EXPENSE (SEWER)	11,200	1,146	13,490	13,800	97.8%
	TOTAL UTILITIES EXPENSE	55,600	4,496	59,824	64,300	93.0%
	ORDINARY MAINTENANCE AND OPERATION:					
4410	LABOR	85,000	10,500	82,458	80,000	103.1%
	LABOR - LEAVE PAYOUTS					
4420	SUPPLIES	18,000	1,769	24,324	26,000	93.6%
4430	CONTRACTS	25,000	1,757	26,943	29,000	92.9%
4430.1	TEMPORARY EMPLOYMENT CONTRACTS	22,000		14,253	16,000	89.1%
	TOTAL ORDINARY MAINTENANCE & OPERATION EXPENSE	150,000	14,026	147,978	151,000	98.0%
	GENERAL EXPENSE:					
4510	INSURANCE - LIABILITY AND DIRECTOR'S INSURANCE	3,600	388	3,365	4,250	79.2%
4510.1	INSURANCE - PROPERTY	13,000		17,652	17,700	99.7%
4510.2	INSURANCE - AUTO	1,750		1,840	1,840	100.0%
4540	EMPLOYEE BENEFIT CONTRIBUTIONS - PAYROLL TAX	17,500	2,163	18,042	18,500	97.5%
4540.1	EMPLOYEE BENEFIT CONTRIBUTIONS - HEALTH INSURANCE	31,000	2,111	28,667	31,000	92.5%
4540.2	EMPLOYEE BENEFIT CONTRIBUTIONS - W/C INSURANCE	3,700		2,877	3,200	89.9%
4540.3	EMPLOYEE BENEFIT CONTRIBUTIONS - IRA BENEFITS	5,200	486	4,477	5,000	89.5%
4590	OTHER GENERAL EXPENSE	1,400		2,330	2,700	86.3%
	TOTAL GENERAL EXPENSE	77,150	5,148	79,250	84,190	94.1%

SEE ACCOUNTANT'S REPORT

DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

PUBLIC HOUSING						
ACCT	DESCRIPTION	2021 ACTUAL	CURRENT MONTH	2022 YTD	2022 BUDGET	% OF BUDGET
#						
	TOTAL OPERATING EXPENSE	472,995	40,707	462,090	495,790	93.2%
	NONROUTINE EXPENDITURES:					
7520	REPLACEMENT / NONEXPENDABLE EQUIPMENT	2,500		1,368	2,500	54.7%
7540	PROPERTY BETTERMENTS AND ADDITIONS	2,000		607	2,000	30.4%
	EXTRAORDINARY - TENANT HOTEL - WATER DAMAGE TO PHA UNIT	1,000				
	TOTAL NONROUTINE EXPENDITURES	5,500	0	1,975	4,500	43.9%
	TOTAL OPERATING EXPENDITURES	478,495	40,707	464,065	500,290	92.8%
	TOTAL REVENUES	488,384	48,415	579,085	564,119	
	TOTAL EXPENDITURES	478,495	40,707	464,065	500,290	
	RECEIPTS OVER (UNDER) EXPENDITURES	9,889	7,708	115,020	63,829	

SEE ACCOUNTANT'S REPORT

DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

CAPITAL FUNDS		GRANT #21	GRANT #21
ACCT #	DESCRIPTION	BUDGET	ACTUAL
	CAPITAL GRANT PROCEEDS	216,220	161,172
	TOTAL GRANT PROCEEDS	216,220	161,172
0100	RESERVED BUDGET	-	
1406	OPERATIONS (WILL BE TRANSFERRED TO PHA DESIGNATED FOR OPERATING)	33,000	
1408	MANAGEMENT IMPROVEMENT		40
1410	ADMINISTRATION		
1430	FEES AND COSTS NEW CATEGORIES IN 2019		
1450	SITE IMPROVEMENT Sewer Repairs Begin to replace PHA lawns with zeroscaping		
1460	DWELLING UNITS Insulation in PHA Units ADA Renovations to 612 Hastings and 1053 Palmer ADA Renovations to Second Units in a four year program		
1465	DWELLING EQUIPMENT Air Conditioners/Appliances for PHA Units Renovations to Utility Doors and Returns Air Venting Begin to replace PHA Units with new Appliances - 4 year program		
1470	NONDWELLING STRUCTURES		
1475	NONDWELLING EQUIPMENT		-
1480	GENERAL CAPITAL ACTIVITY	183,220	161,132
1502	CONTINGENCY		
	TOTAL EXPENDITURES	216,220	161,172
	EXCESS REVENUES OVER EXPENDITURES	0	0
	UNSPENT BALANCE		55,048

SEE ACCOUNTANT'S REPORT

DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

RURAL DEVELOPMENT						
ACCT	DESCRIPTION	2021 ACTUAL	CURRENT MONTH	2022 YTD	2022 BUDGET	% OF BUDGET
#	OPERATING RECEIPTS:					
3110.F	DWELLING RENT	21,696	2,206	27,008	26,800	100.8%
3120.2F	EXCESS ELECTRIC			67	70	95.7%
3310.F	RENTAL SUBSIDY	30,456	2,630	29,641	29,300	101.2%
3315.F	OVERAGE / SURCHARGE	(493)		(544)	(544)	100.0%
	TOTAL RENTAL INCOME	51,659	4,836	56,172	55,626	101.0%
3610.R	INTEREST INCOME					
3690.1F	TENANTS CHARGES - LATE FEES	30		100	110	90.9%
3690.4R	MISCELLANEOUS INCOME	11		644	644	100.0%
	TRANSFER IN FROM CAPITAL RESERVES				4,000	
7520.R	RD REQUIRED REDUCTION OF OPERATING CASH FROM PRIOR YEARS	9,008				
7540.R	RD REQUIRED REDUCTION OF OPERATING CASH FROM PRIOR YEARS	16,601				
	TOTAL OPERATING INCOME	77,309	4,836	56,916	60,380	94.3%
	OPERATING EXPENDITURES - ADMINISTRATION:					
4110.R	ADMINISTRATIVE SALARIES	5,866	660	6,077	5,900	103.0%
	MANAGEMENT FEE	7,680	730	8,760	8,760	100.0%
	ASSET MANAGEMENT FEE / RETURN TO OWNER				300	
4130.R	LEGAL EXPENSE	40			800	0.0%
4140.R	STAFF TRAINING	19		24	100	24.0%
4150.R	TRAVEL					
4170.R	ACCOUNTING FEES					
4171.R	AUDITING FEES	600		630	630	
4190.1R	SUNDRY - OFFICE FURNITURE AND EQUIPMENT					
4190.2R	SUNDRY - ADVERTISING	42		360	350	
4190.3R	SUNDRY - TELEPHONE AND ANSWERING SERVICE					
4190.42R	SUNDRY - OPERATIONAL SOFTWARE					
4190.4R	SUNDRY- OTHER ADMINISTRATIVE EXPENSES	632	15	692	1,000	69.2%
4190.R	SUNDRY - OFFICE SUPPLIES					
	TOTAL ADMINISTRATIVE EXPENSE	14,879	1,405	16,543	17,840	92.7%

SEE ACCOUNTANT'S REPORT

DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

RURAL DEVELOPMENT						
ACCT #	DESCRIPTION	2021 ACTUAL	CURRENT MONTH	2022 YTD	2022 BUDGET	% OF BUDGET
	UTILITIES:					
4310.R	WATER	2,832	138	2,653	2,900	91.5%
4320.R	ELECTRICITY	560	47	639	800	79.9%
4330.R	GAS					
4340.R	SANITATION (TRASH)	1,551	126	1,528	1,700	89.9%
4390.R	OTHER UTILITIES EXPENSE (SEWER)	3,009	326	3,837	4,200	91.4%
	TOTAL UTILITIES EXPENSE	7,952	637	8,657	9,600	90.2%
	ORDINARY MAINTENANCE AND OPERATION:					
4410.R	LABOR	3,900	237	4,473	4,500	99.4%
4420.R	SUPPLIES	1,554	850	3,306	2,700	122.4%
4430.R	CONTRACTS	4,025	240	3,178	3,200	99.3%
4430.1R	TEMPORARY EMPLOYMENT CONTRACTS			1,548	1,550	99.9%
	TOTAL ORDINARY MAINTENANCE & OPERATION EXPENSE	9,479	1,327	12,505	11,950	104.6%
	GENERAL EXPENSE:					
4510.1R	INSURANCE - PROPERTY	2,179		2,693	2,700	99.7%
4510.2R	INSURANCE - AUTO					
4510.R	INSURANCE - LIABILITY AND DIRECTOR'S INSURANCE	568	45	606	800	75.8%
4540.1R	EMPLOYEE BENEFIT CONTRIBUTIONS - HEALTH INSURANCE	1,647	105	2,079	2,350	88.5%
4540.2R	EMPLOYEE BENEFIT CONTRIBUTIONS - W/C INSURANCE	259		221	240	92.1%
4540.3R	EMPLOYEE BENEFIT CONTRIBUTIONS - IRA BENEFITS	103		84	130	64.6%
4540.R	EMPLOYEE BENEFIT CONTRIBUTIONS - PAYROLL TAX	758	60	798	850	93.9%
	RD BUDGET DIFFERENTIAL FOR EMPLOYEE BENEFITS					
4590.R	OTHER GENERAL EXPENSE					
	TOTAL GENERAL EXPENSE	5,514	210	6,481	7,070	91.7%
	TOTAL OPERATING EXPENSE	37,824	3,579	44,186	46,460	95.1%

SEE ACCOUNTANT'S REPORT

DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

RURAL DEVELOPMENT						
ACCT	DESCRIPTION	2021 ACTUAL	CURRENT MONTH	2022 YTD	2022 BUDGET	% OF BUDGET
#	NONROUTINE EXPENDITURES:					
7520.R	REPLACEMENT / NONEXPENDABLE EQUIPMENT	9,008			500	0.0%
7540.R	PROPERTY BETTERMENTS AND ADDITIONS	16,601		6,983	7,300	95.7%
	RURAL DEVELOPMENT DEBT PAYMENT	6,120	510	6,120	6,120	100.0%
	TOTAL NONROUTINE EXPENDITURES	31,729	510	13,103	13,920	94.1%
	TOTAL OPERATING EXPENDITURES	69,553	4,089	57,289	60,380	94.9%
	TOTAL REVENUES	77,309	4,836	56,916	60,380	
	TOTAL EXPENDITURES	69,553	4,089	57,289	60,380	
	RECEIPTS OVER (UNDER) EXPENDITURES	7,756	747	(373)	0	

SEE ACCOUNTANT'S REPORT

DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

AFFORDABLE HOUSING						
ACCT #	DESCRIPTION	2021 ACTUAL	CURRENT MONTH	2022 YTD	2022 BUDGET	% OF BUDGET
	OPERATING RECEIPTS:					
3110.S	DWELLING RENT	34,453	550	11,400	11,000	103.6%
3120.S	EXCESS UTILITIES					
	TOTAL RENTAL INCOME	34,453	550	11,400	11,000	103.6%
3115.S	GRANT INCOME - CDBG		22,673	78,726	69,500	113.3%
	MANAGEMENT FEE INCOME - VAB (8% OF RENTAL INCOME)	28,799	2,573	30,003	29,500	101.7%
	MANAGEMENT FEE INCOME - VABII (8% OF RENTAL INCOME)	17,064	1,551	17,339	17,500	99.1%
	MANAGEMENT FEE INCOME - RD (GRAND MANOR) (\$7,680 ANNUAL)	7,680	730	8,760	8,760	100.0%
	DEVELOPER FEE INCOME -VILLAS I				50,000	
	DEVELOPER FEE INCOME - VILLAS II					
	ACCOUNTING FEES INCOME - VILLAS I				9,823	
	ACCOUNTING FEES INCOME - VILLAS II					
	INCOME FROM DIV OF HOUSING (REHAB PROGRAM) THROUGH 4/30/20					
	TRANSFER IN FROM RESERVES			20,000	20,000	100.0%
3610.S	INTEREST ON GENERAL FUND INVESTMENTS	1		1		
3690.S	OTHER INCOME	26,965		1,251	1,250	100.1%
5999.1S	PROPERTY SALE PROCEEDS (CASH RECEIVED)					
	LOAN SERVICING INCOME FROM HOUSING REHAB					
	SALE OF DHA-OWNED UNITS	483,963				
	TOTAL OPERATING INCOME	598,925	28,077	167,480	217,333	77.1%
	OPERATING EXPENDITURES - ADMINISTRATION:					
4110.S	ADMINISTRATIVE SALARIES	46,559	7,050	60,220	61,400	98.1%
4130.S	LEGAL EXPENSE	2,772		3,094	5,000	61.9%
4140.S	STAFF TRAINING	134	42	164	800	20.5%
4150.S	TRAVEL	34			200	0.0%
4170.S	ACCOUNTING FEES	868				
4171.S	AUDITING FEES	300		315	315	100.0%
4190.1S	SUNDRY - OFFICE FURNITURE AND EQUIPMENT			36	50	72.0%
4190.2S	SUNDRY - ADVERTISING	29		15	60	25.0%
4190.3S	SUNDRY - TELEPHONE AND ANSWERING SERVICE	186	13	166	300	55.3%
4190.42S	SUNDRY - OPERATIONAL SOFTWARE	2,094		1,216	2,400	50.7%
4190.4S	SUNDRY- OTHER ADMINISTRATIVE EXPENSES	3,001	233	2,292	4,500	50.9%
4190.S	SUNDRY - OFFICE SUPPLIES	341	17	515	750	68.7%
	TOTAL ADMINISTRATIVE EXPENSE	56,318	7,355	68,033	75,775	89.8%

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DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

AFFORDABLE HOUSING						
ACCT	DESCRIPTION	2021 ACTUAL	CURRENT MONTH	2022 YTD	2022 BUDGET	% OF BUDGET
#						
	UTILITIES:					
4310.S	WATER	441	27	473	100	473.0%
4320.S	ELECTRICITY	572	46	146	100	146.0%
4330.S	GAS	359		628	800	78.5%
4340.S	SANITATION (TRASH)	427	13	162	200	81.0%
4390.S	OTHER UTILITIES EXPENSE (SEWER)	407	33	70	150	46.7%
	TOTAL UTILITIES EXPENSE	2,206	119	1,479	1,350	109.6%
	ORDINARY MAINTENANCE AND OPERATION:					
4410.S	LABOR	3,896	252	1,473	2,700	54.6%
4420.S	SUPPLIES	1,231	92	942	1,700	55.4%
4430.S	CONTRACTS	2,029		553	1,500	36.9%
4430.1S	TEMPORARY EMPLOYMENT CONTRACTS			148	700	
	TOTAL ORDINARY MAINTENANCE & OPERATION EXPENSE	7,156	344	3,116	6,600	47.2%
	GENERAL EXPENSE:					
4510.1S	INSURANCE - PROPERTY	1,312		1,124	1,124	100.0%
4510.2S	INSURANCE - AUTO	319		354	354	100.0%
4510.S	INSURANCE - LIABILITY AND DIRECTOR'S INSURANCE	237	30	263	335	78.5%
4540.1S	EMPLOYEE BENEFIT CONTRIBUTIONS - HEALTH INSURANCE	5,488	350	5,025	5,700	88.2%
4540.2S	EMPLOYEE BENEFIT CONTRIBUTIONS - W/C INSURANCE	130		111	150	74.0%
4540.3S	EMPLOYEE BENEFIT CONTRIBUTIONS - IRA BENEFITS	1,432	195	1,711	1,800	95.1%
4540.S	EMPLOYEE BENEFIT CONTRIBUTIONS - PAYROLL TAX	3,933	570	4,796	5,000	95.9%
4590.S	OTHER GENERAL EXPENSE	517		855	1,200	71.3%
8750.S	REIMBURSEMENT TO OTHER FUNDS				1,050	
	TOTAL GENERAL EXPENSE	13,368	1,145	14,239	16,713	85.2%
	TOTAL ROUTINE EXPENSE	79,048	8,963	86,867	100,438	86.5%
	NONROUTINE EXPENDITURES:					
7520.S	REPLACEMENT OF NONEXPENDABLE EQUIPMENT	29		329	1,000	32.9%
7540.S	PROPERTY BETTERMENTS AND ADDITIONS	7,029				
	DHA-OWNED UNITS - SALE-RELATED EXPENSES					
	PROPERTY BETTERMENTS AND ADDITIONS - CDBG		22,673	78,726	69,500	113.3%
	MAINTENANCE (FOREMAN) VEHICLE (17%)					

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DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

AFFORDABLE HOUSING						
ACCT	DESCRIPTION	2021 ACTUAL	CURRENT MONTH	2022 YTD	2022 BUDGET	% OF BUDGET
#						
	TOTAL NONROUTINE EXPENDITURES	7,058	22,673	79,055	70,500	112.1%
	TOTAL OPERATING EXPENDITURES	86,106	31,636	165,922	170,938	97.1%
	TOTAL REVENUES	598,925	28,077	167,480	217,333	
	TOTAL EXPENDITURES	86,106	31,636	165,922	170,938	
	RECEIPTS OVER (UNDER) EXPENDITURES	512,819	(3,559)	1,558	46,395	

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DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

VOUCHER						
ACCT #	DESCRIPTION	2021 ACTUAL	CURRENT MONTH	2022 YTD	2022 BUDGET	% OF BUDGET
	OPERATING RECEIPTS:					
2840	HUD SUBSIDY - HAP	1,234,744	128,559	1,348,055	1,366,990	98.6%
	FRAUD RECOVERY				1,000	
2840.1V	HUD SUBSIDY- ADMIN FEE	240,498	24,233	295,723	301,994	97.9%
	HUD SUBSIDY- ADMIN FEE - COVID-19 - TOTAL RECEIVED \$102,365 \$50,000 FOR 2020 & \$52,365 FOR 2021	52,365				
	TOTAL RENTAL INCOME	1,527,607	152,792	1,643,778	1,669,984	98.4%
3610.V	INTEREST INCOME	28	1	10	10	100.0%
3690.V	OTHER INCOME	18		13	13	
3300.V	INCOMING PORT ADMIN FEE (80% OF INITIAL PHA'S ADMIN FEE)					
4715.2	FRAUD RECOVERY	4,278	191	3,148	1,479	212.8%
	TRANSFER IN FROM HAP EQUITY RESERVES (NRP) - PRIOR YEAR ONLY PROJECTED HAP NEGATIVE EQUITY AT 12/31/17 (\$57,291)					
	TOTAL OPERATING INCOME	1,531,931	152,984	1,646,949	1,671,486	98.5%
	OPERATING EXPENDITURES - ADMINISTRATION					
4110.V	ADMINISTRATIVE SALARIES	115,514	15,900	139,270	144,000	96.7%
4110.1V	ADMINISTRATIVE - TEMP STAFFING					
4130.V	LEGAL EXPENSE	308			2,000	0.0%
4140.V	STAFF TRAINING	1,796	300	2,659	7,000	38.0%
4150.V	TRAVEL			234	1,500	15.6%
4170.V	ACCOUNTING FEES	12,606				
4171.V	AUDITING FEES	4,100		4,305	4,305	100.0%
4190.1V	SUNDRY - OFFICE FURNITURE AND EQUIPMENT			639	900	71.0%
4190.2V	SUNDRY - ADVERTISING	803			500	0.0%
4190.3V	SUNDRY - TELEPHONE AND ANSWERING SERVICE	1,338	93	1,191	1,700	70.1%
4190.42V	SUNDRY - OPERATIONAL SOFTWARE	7,088		9,167	12,000	76.4%
4190.4V	SUNDRY- OTHER ADMINISTRATIVE EXPENSES	13,265	246	9,084	13,000	69.9%
4190.V	SUNDRY - OFFICE SUPPLIES	3,030	116	2,694	4,500	59.9%
	TOTAL ADMINISTRATIVE EXPENSE	159,848	16,655	169,243	191,405	88.4%
	UTILITIES:					
4310.V	WATER	112	9	112	260	43.1%
4320.V	ELECTRICITY	1,192	206	1,267	1,400	90.5%
4340.V	SANITATION (TRASH)	121	10	121	160	75.6%
4390.V	OTHER UTILITIES EXPENSE (SEWER)	108	12	138	160	86.3%

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DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

VOUCHER						
ACCT #	DESCRIPTION	2021 ACTUAL	CURRENT MONTH	2022 YTD	2022 BUDGET	% OF BUDGET
	TOTAL UTILITIES EXPENSE	1,533	237	1,638	1,980	82.7%
	ORDINARY MAINTENANCE AND OPERATION:					
4410.V	LABOR					
4420.V	SUPPLIES	173	22	213	300	71.0%
4430.V	CONTRACTS	159		199	1,000	19.9%
	TOTAL ORDINARY MAINTENANCE & OPERATION EXPENSES	332	22	412	1,300	31.7%
	GENERAL EXPENSE:					
4510.1V	INSURANCE - PROPERTY	437		587	600	97.8%
4510.2V	INSURANCE - AUTO	2,295		2,547	2,550	99.9%
4510.V	INSURANCE - LIABILITY AND DIRECTOR'S INSURANCE	4,202	537	4,661	5,900	79.0%
4540.1V	EMPLOYEE BENEFIT CONTRIBUTIONS - HEALTH INSURANCE	8,845	1,009	13,739	16,000	85.9%
4540.2V	EMPLOYEE BENEFIT CONTRIBUTIONS - W/C INSURANCE	1,813		1,549	1,800	86.1%
4540.3V	EMPLOYEE BENEFIT CONTRIBUTIONS - IRA BENEFITS	2,878	399	3,780	4,000	94.5%
4540.V	EMPLOYEE BENEFIT CONTRIBUTIONS - PAYROLL TAX	8,981	1,215	10,749	12,000	89.6%
4590.1V	OTHER GENERAL EXPENSE - OUTGOING PORT ADMIN FEE (80% x \$61.50 x # UNITS OUTGOING)		143	1,576	1,700	92.7%
4590.V	OTHER GENERAL EXPENSE	521		1,406	2,000	70.3%
	TOTAL GENERAL EXPENSE	29,972	3,303	40,594	46,550	87.2%
4715	HOUSING ASSISTANCE PAYMENTS	1,218,993	120,005	1,343,504	1,354,990	99.2%
4715.1	UTILITIES REIMBURSEMENT	11,721	1,248	15,900	12,000	132.5%
	TOTAL HOUSING ASSISTANCE PAYMENTS	1,230,714	121,253	1,359,404	1,366,990	99.4%
	TOTAL ROUTINE EXPENSE	1,422,399	141,470	1,571,291	1,608,225	97.7%
	NONROUTINE EXPENDITURES:					
7520.V	REPLACEMENT OF NONEXPENDABLE EQUIPMENT	612			1,500	0.0%
7520.V	REPLACEMENT OF NONEXPENDABLE - HCV COMPUTER & SOFTWARE				1,500	
7540.V	PROPERTY BETTERMENTS AND ADDITIONS MAINTENANCE (FOREMAN) VEHICLE (8%)					
	TOTAL NONROUTINE EXPENDITURES	612	0	0	3,000	0.0%
	TOTAL OPERATING EXPENDITURES	1,423,011	141,470	1,571,291	1,611,225	97.5%

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DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

VOUCHER						
ACCT #	DESCRIPTION	2021 ACTUAL	CURRENT MONTH	2022 YTD	2022 BUDGET	% OF BUDGET
	TOTAL REVENUES	1,531,931	152,984	1,646,949	1,671,486	
	TOTAL EXPENDITURES	1,423,011	141,470	1,571,291	1,611,225	
	RECEIPTS OVER (UNDER) EXPENDITURES	108,920	11,514	75,658	60,261	

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DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

VOUCHER EQUITY				
ACCT #	DESCRIPTION	HAP	Admin Fee	2022 YTD
	OPERATING RECEIPTS:			
2840	HUD SUBSIDY - HAP	1,348,055		1,348,055
2840.1V	HUD SUBSIDY- ADMIN FEE		295,723	295,723
	TOTAL RENTAL INCOME	1,348,055	295,723	1,643,778
3610.V	INTEREST INCOME		10	10
3690.V	OTHER INCOME		13	13
3300.V	INCOMING PORT ADMIN FEE (80% OF INITIAL PHA'S ADMIN FEE)			0
4715.2	FRAUD RECOVERY	1,574	1,574	3,148
				0
	TRANSFER IN FROM HAP EQUITY RESERVES (NRP) - PRIOR YEAR ONLY PROJECTED HAP NEGATIVE EQUITY AT 12/31/17 (\$57,291)			
	TOTAL OPERATING INCOME	1,349,629	297,320	1,646,949
	OPERATING EXPENDITURES - ADMINISTRATION			
4110.V	ADMINISTRATIVE SALARIES		139,270	139,270
4110.1V	ADMINISTRATIVE - TEMP STAFFING			0
4130.V	LEGAL EXPENSE			0
4140.V	STAFF TRAINING		2,659	2,659
4150.V	TRAVEL		234	234
4170.V	ACCOUNTING FEES			0
4171.V	AUDITING FEES		4,305	4,305
4190.1V	SUNDRY - OFFICE FURNITURE AND EQUIPMENT		639	639
4190.2V	SUNDRY - ADVERTISING			0
4190.3V	SUNDRY - TELEPHONE AND ANSWERING SERVICE		1,191	1,191
4190.42V	SUNDRY - OPERATIONAL SOFTWARE		9,167	9,167
4190.4V	SUNDRY- OTHER ADMINISTRATIVE EXPENSES		9,084	9,084
4190.V	SUNDRY - OFFICE SUPPLIES		2,694	2,694
	TOTAL ADMINISTRATIVE EXPENSE	0	169,243	169,243

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DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

VOUCHER EQUITY				
ACCT #	DESCRIPTION	HAP	Admin Fee	2022 YTD
	UTILITIES:			
4310.V	WATER		112	112
4320.V	ELECTRICITY		1,267	1,267
4340.V	SANITATION (TRASH)		121	121
4390.V	OTHER UTILITIES EXPENSE (SEWER)		138	138
	TOTAL UTILITIES EXPENSE	0	1,638	1,638
	ORDINARY MAINTENANCE AND OPERATION:			
4410.V	LABOR			
4420.V	SUPPLIES		213	
4430.V	CONTRACTS		199	199
	TOTAL ORDINARY MAINTENANCE & OPERATION EXPENSES	0	412	412
	GENERAL EXPENSE:			
4510.1V	INSURANCE - PROPERTY		587	587
4510.2V	INSURANCE - AUTO		2,547	2,547
4510.V	INSURANCE - LIABILITY AND DIRECTOR'S INSURANCE		4,661	4,661
4540.1V	EMPLOYEE BENEFIT CONTRIBUTIONS - HEALTH INSURANCE		13,739	13,739
4540.2V	EMPLOYEE BENEFIT CONTRIBUTIONS - W/C INSURANCE		1,549	1,549
4540.3V	EMPLOYEE BENEFIT CONTRIBUTIONS - IRA BENEFITS		3,780	3,780
4540.V	EMPLOYEE BENEFIT CONTRIBUTIONS - PAYROLL TAX		10,749	10,749
4590.1V	OTHER GENERAL EXPENSE - OUTGOING PORT ADMIN FEE (80% x \$61.50 x # UNITS OUTGOING)		1,576	1,576
4590.V	OTHER GENERAL EXPENSE		1,406	1,406
	TOTAL GENERAL EXPENSE	0	40,594	40,594
4715	HOUSING ASSISTANCE PAYMENTS	1,343,504		1,343,504
4715.1	UTILITIES REIMBURSEMENT	15,900		15,900

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DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

VOUCHER EQUITY				
ACCT #	DESCRIPTION	HAP	Admin Fee	2022 YTD
	TOTAL HOUSING ASSISTANCE PAYMENTS	1,359,404	0	1,359,404
				0
	TOTAL ROUTINE EXPENSE	1,359,404	211,887	1,571,291
	NONROUTINE EXPENDITURES:			
7520.V	REPLACEMENT OF NONEXPENDABLE EQUIPMENT			0
7540.V	PROPERTY BETTERMENTS AND ADDITIONS			0
	TOTAL NONROUTINE EXPENDITURES	0	0	0
	TOTAL OPERATING EXPENDITURES	1,359,404	211,887	1,571,291
	TOTAL REVENUES	1,349,629	297,320	1,646,949
	TOTAL EXPENDITURES	1,359,404	211,887	1,571,291
	RECEIPTS OVER (UNDER) EXPENDITURES	(9,775)	85,433	75,658
	ADJUSTMENT FOR HUD HELD FUNDS:			
	HUD - Held Funds as of 12/2/2022 (Per HUD letter dated 12/2/22)	153,182		
	ADJUSTED TOTAL AFTER HUD HELD FUNDS	143,407	85,433	228,840

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DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

VILLAS AT THE BLUFF						
ACCT #	DESCRIPTION	2021 ACTUAL	CURRENT MONTH	2022 YTD	2022 BUDGET	% OF BUDGET
	OPERATING RECEIPTS:					
3110.VAB	TENANT RENT	359,973	32,159	375,042	365,000	102.8%
	TOTAL RENTAL INCOME	359,973	32,159	375,042	365,000	102.8%
	OTHER REVENUES					
3610.VAB	INTEREST REVENUE	164	32	260	235	110.6%
3611.VAB	REPLACEMENT RESERVE - INTEREST	162	38	296	270	109.6%
3691.VAB	NSF AND LATE CHARGES	1,995	220	1,385	1,200	115.4%
3692.VAB	DAMAGE AND CLEANING FEES	5,141		5,231	5,000	104.6%
3690.VAB	OTHER REVENUE	2,356		2,322	2,322	100.0%
	TRANSFER IN FROM RESERVES			53,645	53,645	100.0%
	OTHER REVENUES	9,818	290	63,139	62,672	100.7%
	TOTAL SALES	369,791	32,449	438,181	427,672	102.5%
	ADMINISTRATIVE					
4111.VAB	MANAGER OR SUPERINTENDENT SALARIES	19,887	2,394	23,136	25,000	92.5%
4113.VAB	MANAGEMENT FEE	28,799	2,573	30,003	30,000	100.0%
4114.VAB	ASSET MANAGEMENT FEE	6,644			6,844	0.0%
4115.VAB	WINDSOR COMPLIANCE FEES	3,606	601	3,606	3,700	97.5%
4116.VAB	PARTNERSHIP MANAGEMENT FEE					
4130.VAB	LEGAL EXPENSE	895		90	2,000	4.5%
4140.VAB	CONVENTIONS AND MEETINGS (STAFF TRAINING)	862	141	518	1,500	34.5%
4150.VAB	TRAVEL				700	
4170.VAB	ACCOUNTING FEES	8,824			9,823	0.0%
4171.VAB	AUDITING FEES	8,500		8,808	8,808	100.0%
4190.1VAB	OFFICE FURNITURE AND EQUIPMENT			302	400	75.5%
4190.2VAB	SUNDRY-ADVERTISING	70		42	450	9.3%
4190.3VAB	SUNDRY-TELEPHONE & ANSWERING SERVICE	632	80	598	800	74.8%
4190.42VAB	SUNDRY-OPERATIONAL SOFTWARE TENMAST	3,724		4,329	5,500	78.7%
4190.4VAB	SUNDRY-OTHER ADMINISTRATIVE EXPENSES	4,094	84	4,093	6,000	68.2%
4190.VAB	SUNDRY-OFFICE SUPPLIES	1,630	59	1,753	2,500	70.1%

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DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

VILLAS AT THE BLUFF						
ACCT	DESCRIPTION	2021 ACTUAL	CURRENT MONTH	2022 YTD	2022 BUDGET	% OF BUDGET
4194.VAB	CRIMINAL BACKGROUND INVESTIGATION	362			700	0.0%
	TOTAL ADMINISTRATIVE	88,529	5,932	77,278	104,725	73.8%
	UTILITIES					
4310.VAB	WATER	11,024	724	13,725	15,000	91.5%
4320.VAB	ELECTRICITY	4,757	431	6,551	8,500	77.1%
4340.VAB	GARBAGE & TRASH REMOVAL	10,737	855	10,626	11,500	92.4%
4390.VAB	SEWER	14,451	1,566	18,425	18,600	99.1%
	TOTAL UTILITIES	40,969	3,576	49,327	53,600	92.0%
	OPERATING & MAINTENANCE					
4410.VAB	MAINTENANCE-LABOR	23,435	1,560	19,927	20,000	99.6%
4420.VAB	MAINTENANCE-SUPPLIES	11,874	1,141	16,336	17,000	96.1%
4430.1VAB	MAINT CONTRACT-SOS EMPLOYMENT CONTRACT	1,431		14,835	15,000	98.9%
4430.VAB	MAINTENANCE/CONTRACTS	16,287	2,147	16,876	17,000	99.3%
4432.VAB	CLEANING	2,192		2,680	3,200	83.8%
4433.VAB	LANDSCAPING CONTRACTS	2,916		4,767	7,000	68.1%
4436.VAB	ALARM	2,475		523	2,000	26.2%
7520.VAB	REPLACEMENT / NONEXPENDABLE EQUIPMENT	8,187		12,136	15,000	80.9%
	TOTAL OPERATING & MAINTENANCE	68,797	4,848	88,080	96,200	91.6%
	TAXES & INSURANCE					
4510.1VAB	INSURANCE - PROPERTY	58			-	
4510.2VAB	INSURANCE - AUTO	1,084		1,203	1,203	100.0%
4510.VAB	INSURANCE-LIABILITY & DIRECTOR'S INS	2,036	254	2,203	2,600	84.7%
4540.1VAB	EMPLOYEE BENEFIT CONT - HEALTH INSURANCE	5,135	499	6,322	6,800	93.0%
4540.2VAB	EMPLOYEE BENEFIT CONT - WORK COMP INSURANCE	453		387	387	100.0%
4540.3VAB	EMPLOYEE BENEFIT CONT - EMPLOYER IRA CONT	626	63	571	800	71.4%
4540.VAB	EMPLOYEE BENEFIT CONT - PAYROLL TAXES	3,366	300	3,305	3,500	94.4%
4590.VAB	OTHER GENERAL EXPENSES	460		600	800	75.0%
	FINANCIAL EXPENSES	13,218	1,116	14,591	16,090	90.7%

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DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

VILLAS AT THE BLUFF						
ACCT	DESCRIPTION	2021 ACTUAL	CURRENT MONTH	2022 YTD	2022 BUDGET	% OF BUDGET
8800.VAB	INTEREST EXPENSE	82,680	6,612	80,426	82,000	98.1%
7540.VAB	PROPERTY BETTERMENT / ADDITIONS	20,600		23,596	30,500	77.4%
	PURCHASE OF MAINTENANCE (DUSTIN) TRUCK					
	TOTAL FINANCIAL EXPENSES	103,280	6,612	104,022	112,500	92.5%
	TOTAL EXPENSES	314,793	22,084	333,298	383,115	87.0%
	OPERATING PROFIT	54,998	10,365	104,883	44,557	235.4%

SEE ACCOUNTANT'S REPORT

DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

VILLAS AT THE BLUFF II						
ACCT #	DESCRIPTION	2021 ACTUAL	CURRENT MONTH	2022 YTD	2022 BUDGET	% OF BUDGET
	OPERATING RECEIPTS:					
3110.VAB	TENANT RENT	213,305	19,390	205,729	211,000	97.5%
	INSURANCE REIMB - LOSS OF RENTAL INCOME			11,004	11,004	100.0%
	TOTAL RENTAL INCOME	213,305	19,390	216,733	222,004	97.6%
	OTHER REVENUES					
3610.VAB	INTEREST REVENUE	135	10	56	50	112.0%
3611.VAB	REPLACEMENT RESERVE - INTEREST	62	16	118	110	107.3%
3691.VAB	NSF AND LATE CHARGES	2,025	170	1,945	1,775	109.6%
3692.VAB	DAMAGE AND CLEANING FEES	2,973		3,142	3,142	100.0%
3690.VAB	OTHER REVENUE	1,697		943	943	100.0%
	TRANSFER IN FROM RESERVES		6,289	6,289	6,289	100.0%
	OTHER REVENUES	6,892	6,485	12,493	12,309	101.5%
	TOTAL SALES	220,197	25,875	229,226	234,313	97.8%
	ADMINISTRATIVE					
4111.VAB	MANAGER OR SUPERINTENDENT SALARIES	17,684	2,103	20,173	20,900	96.5%
4113.VAB	MANAGEMENT FEE	17,064	1,551	17,339	17,840	97.2%
4114.VAB	ASSET MANAGEMENT FEE	5,970			6,149	0.0%
4115.VAB	WINDSOR COMPLIANCE FEES	2,404	401	2,404	2,550	94.3%
4130.VAB	LEGAL EXPENSE	2,457		405	700	57.9%
4140.VAB	CONVENTIONS AND MEETINGS (STAFF TRAINING)	679	133	481	1,000	48.1%
4150.VAB	TRAVEL				500	
4170.VAB	ACCOUNTING FEES	8,404				
4171.VAB	AUDITING FEES	10,000		10,279	10,279	100.0%
4190.1VAB	OFFICE FURNITURE AND EQUIPMENT			284	500	56.8%
4190.2VAB	SUNDRY-ADVERTISING	125		39	500	7.8%
4190.3VAB	SUNDRY-TELEPHONE & ANSWERING SERVICE	595	41	528	700	75.4%
4190.42VAB	SUNDRY-OPERATIONAL SOFTWARE TENMAST	3,305		4,074	4,700	86.7%
4190.4VAB	SUNDRY-OTHER ADMINISTRATIVE EXPENSES	3,751	79	3,744	5,000	74.9%
4190.VAB	SUNDRY-OFFICE SUPPLIES	1,626	54	1,632	1,800	90.7%
4194.VAB	CRIMINAL BACKGROUND INVESTIGATION	238			500	0.0%

SEE ACCOUNTANT'S REPORT

DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

VILLAS AT THE BLUFF II						
ACCT	DESCRIPTION	2021 ACTUAL	CURRENT MONTH	2022 YTD	2022 BUDGET	% OF BUDGET
	TOTAL ADMINISTRATIVE	74,302	4,362	61,382	73,618	83.4%
	UTILITIES					
4310.VAB	WATER	3,447	391	4,121	4,100	100.5%
4320.VAB	ELECTRICITY	4,236	274	4,736	5,800	81.7%
4340.VAB	GARBAGE & TRASH REMOVAL	2,954	228	2,978	3,200	93.1%
4390.VAB	SEWER	9,648	1,045	12,301	13,000	94.6%
	TOTAL UTILITIES	20,285	1,938	24,136	26,100	92.5%
	OPERATING & MAINTENANCE					
4410.VAB	MAINTENANCE-LABOR	14,768	1,650	16,628	16,700	99.6%
4420.VAB	MAINTENANCE-SUPPLIES	7,197	547	9,389	11,000	85.4%
4430.1VAB	MAINT CONTRACT-SOS EMPLOYMENT CONTRACT	954		9,086	9,100	99.8%
4430.VAB	MAINTENANCE/CONTRACTS	11,072	244	6,516	7,000	93.1%
4432.VAB	CLEANING	915		1,038	2,500	41.5%
4433.VAB	LANDSCAPING CONTRACTS	1,844		3,178	4,500	70.6%
4436.VAB	ALARM	383		348	600	58.0%
7520.VAB	REPLACEMENT / NONEXPENDABLE EQUIPMENT	2,468		6,671	9,000	74.1%
	TOTAL OPERATING & MAINTENANCE	39,601	2,441	52,854	60,400	87.5%
	TAXES & INSURANCE					
4510.1VAB	INSURANCE - PROPERTY					
4510.2VAB	INSURANCE - AUTO	1,020		1,132	1,132	100.0%
4510.VAB	INSURANCE-LIABILITY & DIRECTOR'S INS	1,866	239	2,069	2,445	84.6%
4540.1VAB	EMPLOYEE BENEFIT CONT - HEALTH INSURANCE	4,152	421	5,485	5,600	97.9%
4540.2VAB	EMPLOYEE BENEFIT CONT - WORK COMP INSURANCE	453		387	387	100.0%
4540.3VAB	EMPLOYEE BENEFIT CONT - EMPLOYER IRA CONT	559	45	515	600	85.8%
4540.VAB	EMPLOYEE BENEFIT CONT - PAYROLL TAXES	2,520	270	2,805	2,800	100.2%
4590.VAB	OTHER GENERAL EXPENSES	418		545	700	77.9%
	FINANCIAL EXPENSES	10,988	975	12,938	13,664	94.7%
	REPLACEMENT RESERVES					
8800.VAB	INTEREST EXPENSE	18,597	1,507	18,248	18,250	100.0%
7540.VAB	PROPERTY BETTERMENT / ADDITIONS	4,185		1,621	3,000	54.0%
	FIRE CASUALTY (INCLUDES \$10,000 INSURANCE DEDUCTIBLE)			105,757	105,757	100.0%

SEE ACCOUNTANT'S REPORT

DELTA HOUSING AUTHORITY - FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

VILLAS AT THE BLUFF II						
ACCT	DESCRIPTION	2021 ACTUAL	CURRENT MONTH	2022 YTD	2022 BUDGET	% OF BUDGET
	INSURANCE REIMBURSEMENT (H BUILDING)		(15,243)	(15,243)	(15,243)	100.0%
	INSURANCE REIMBURSEMENT (G BUILDING)		(38,170)	(38,170)	(38,170)	100.0%
	PURCHASE OF MAINTENANCE (DUSTIN) TRUCK					
	TOTAL FINANCIAL EXPENSES	22,782	(51,906)	72,213	73,594	98.1%
	TOTAL EXPENSES	167,958	(42,190)	223,523	247,376	90.4%
	OPERATING PROFIT	52,239	68,065	5,703	(13,063)	-43.7%

SEE ACCOUNTANT'S REPORT

December 2022 Occupancy & Maintenance Report

Prepared by: Erika Nieto and Technicians

Housing Choice Voucher Program		
Voucher Type	Waiting List	Increase/Decrease from Prior Month
Regular HCV Vouchers (HCV)	268	+22
Project Based Vouchers (PBV)	9	-13
	Available	Leased Up
HCV	221	232
PBV - Creek Vista Senior Apts.	5	3
VASH	5	4
Total	231	239
By Location		
Austin	8	239
Cedaredge	44	
Crawford	2	
Delta	123	
Eckert	4	
Hotchkiss	26	
Paonia	29	
PORT out	3	
# Unit Inspections Completed		
HCV	9	
PBV	0	
VASH	0	
Voucher Activity		
Leased-Up	4	
Ended Participation	2	
Vouchers on the Street	24	
DHA owned/managed units leased		
Villas I	23	
Villas II	12	
DHA-owned	1	
Notes: Scheduled Orientation 12/15/2022 and issued 9 more Vouchers. 1 VASH Voucher leased up.		

Public Housing		
	Waiting List	Increase/Decrease from Prior Month
1 Bedroom	175	+8
2 Bedroom	83	+3
3 Bedroom	46	+1
4 Bedroom	18	+2
Total	322	
Occupancy	Available	Occupied
1 Bedroom (35)	0	35
2 Bedroom (13)	0	13
3 Bedroom (17)	0	17
4 Bedroom (10)	0	10
Total	0	75
Maintenance		
	Completed	Open
Work Orders	34	29
Units turned		
1 Bedroom	0	
2 Bedroom	0	
3 Bedroom	0	
4 Bedroom	0	
Total	0	
Notes: Completed work orders: furnaces repairs, thermostats, backed up toilets, leaks in bathtubs, window repairs, stove repairs, new fridge installed, new stoves installed, blinds replaced, and tile replacement.		

Villas at the Bluff

	Waiting List	Increase/Decrease from Prior Month
Combined	93	-10
Total	93	
Occupancy	Available	Occupied
1 Bedroom (8)	0	8
2 Bedroom (24)	0	24
3 Bedroom (16)	0	16
Total	0	48
Maintenance		
Maintenance	Completed	Open
Work Orders	12	11
Units turned		
1 Bedroom	0	
2 Bedroom	1	
3 Bedroom	0	
Total	1	

Notes: Work orders completed: appliance repairs, blind replacement, lock changes, and general maintenance.

Villas at the Bluff II

Occupancy	Available	Occupied
1 Bedroom (12)	0	12
2 Bedroom (16)	0	16
3 Bedroom (4)	0	4
Total	0	32
Maintenance		
Maintenance	Completed	Open
Work Orders	8	4
Units turned		
1 Bedroom	0	
2 Bedroom	1	
3 Bedroom	0	
Total	1	

Notes: Maintenance does daily grounds on both VABI/VABII. Work orders completed: lock changes, general maintenance, minor appliance and plumbing issues.

DHA- Owned Houses

Occupancy	Available	Occupied
2 Bedroom (2)	1	1
Total	1	1
Maintenance	Completed	Open
Work Orders	1	0
Units turned		
2 Bedroom	0	
3 Bedroom	0	
4 Bedroom	0	
Total	0	

Notes: Work orders completed: minor plumbing issue. Still working on 932 Bluff Street.

Grand Manor

	Waiting List	Increase/Decrease from Prior Month
1 Bedroom	61	+2
2 Bedroom	3	+0
Total	64	
Occupancy	Available	Occupied
1 Bedroom (6)	0	6
2 Bedroom (4)	0	4
Total	10	10
Maintenance	Completed	Open
Work Orders	0	2
Units turned		
1 Bedroom	0	
2 Bedroom	0	
Total	0	

Notes: Ground maintenance done weekly.



MEMO

To: Ute Jantz, Executive Director & DHA Board of Commissioners
From: Todd Wicklund, CFP Coordinator
Date: January 17, 2023
Re: Capital Fund Project Report

Scattered Sites Renovations (DHA-Owned)

The majority of the interior work is nearing completion. Site improvements will be determined in the coming weeks with the remaining funds.

Bluff Street

- The plumbing upgrade/shower conversions are under contract and expected to be completed within several weeks.
- The new kitchen has been installed.
- The electrical repairs are complete.

A Street

- The plumbing upgrade/shower conversions are under contract and expected to be completed within several weeks.
- Electrical upgrades and new lighting options are complete.

Thompson Manor Xeriscape Project

The concrete retaining walls (phase 1) are almost completed. The contractor will return to finish installing landscape fabric and cobble on one remaining section.

The next phase will determine which areas should remain irrigated. Due to the many undocumented alterations to the irrigation system over the years and the recent excavations from the sewer line replacement, it is likely the main supply lines of the present irrigation system will be abandoned. A new supply line and arterial lines will be installed only where needed.

Housing Rehab Program Final Closeout

The process to assign the Mobile Home liens has been completed with the exception of one Gunnison County title which will be completed soon as travel conditions permit.



AGENDA ITEM # 5(A)

Resolution # 654-23

MEMO

MEETING DATE: August 24, 2022

STAFF CONTACT: Ute Jantz, Executive Director

TITLE: Execution of Alpine Bank Corporate Authorization Resolution

ACTION: Motion and Roll Call

ATTACHMENT: Resolution #654-23 Corporate Authorization Resolution

SUMMARY:

Since the savings interest rates have significantly increased in the past months, Penny and I suggest transferring some of our funds from our checking into savings accounts. We are requesting to open three savings accounts for the following programs:

- PHA Savings
- Affordable Housing Savings
- Voucher Savings

RECOMMENDATION:

Approval of Resolution #654-23

Corporate Authorization Resolution # 655-23 (1)

Alpine Bank
Delta
1660 Highway 92
Delta, CO 81416-0000

By: DELTA HOUSING AUTHORITY
AFFORDABLE HOUSING SAVINGS
501 E 14TH ST
DELTA, CO 81416-3637

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, UTE JANTZ, certify that I am Secretary (clerk) of the above named corporation organized under the laws of COLORADO, Federal Employer I.D. Number 84-0676952, engaged in business under the trade name of DELTA HOUSING AUTHORITY, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on 01/25/2023 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
BRADLEY K KOLMAN, CHAIR		N/A
A. _____	X _____	X _____
UTE JANTZ, EXEC DIRECTOR		N/A
B. _____	X _____	X _____
KIMBERLI K GUTHRIE BURCH, VICE CHAIR		N/A
C. _____	X _____	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

Powers Granted. (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
N/A	(1) Exercise all of the powers listed in this resolution.	N/A
A, B, C	(2) Open any deposit or share account(s) in the name of the Corporation.	01
A, B, C	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	01
N/A	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	N/A
N/A	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	N/A
N/A	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	N/A
N/A	(7) Other: Same authority as (6) above for a Self-Serve Storage Box.	N/A

Limitations on Powers. The following are the Corporation's express limitations on the powers granted under this resolution.

Resolutions

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Effect on Previous Resolutions. This resolution supersedes resolution dated _____ . If not completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on _____ (date).

 Secretary
 UTE JANTZ

 Attest by One Other Officer
 KIMBERLI K GUTHRIE BURCH

For Financial Institution Use Only		KJENSEN
Acknowledged and received on	01/18/2023	(date) by _____ (initials)
<input type="checkbox"/> This resolution is superseded by resolution dated _____		
Comments: 8971836948-D 01/18/2023 RESOLUTION #655-23 (1)		

ACCOUNT AGREEMENT

Alpine Bank
Delta
1660 Highway 92
Delta, CO 81416-0000

Account Number: 8971836948

Account Owner(s) Name & Address
DELTA HOUSING AUTHORITY
AFFORDABLE HOUSING SAVINGS
501 E 14TH ST
DELTA, CO 81416-3637

Agreement Date: 01/18/2023 By: K Jensen

EXISTING Account - This agreement replaces previous agreement(s).
Account Description: Public Funds Money Market

Checking Savings NOW Money Market
Initial Deposit \$ _____ Source: Check

Ownership of Account - CONSUMER (Select One and Initial)
 Single-Party Account _____ Trust-Separate Agreement _____
 Multiple-Party Account _____
 Other _____

Rights at Death (Select One and Initial)
 Single-Party Account _____
 Multiple-Party Account With Right of Survivorship _____
 ~~Multiple-Party Account Without Right of Survivorship~~ _____
 Single-Party Account With Pay On Death _____
 Multiple-Party Account With Right of Survivorship and Pay On Death _____

Pay-On-Death Beneficiaries. To Add Pay-On-Death Beneficiaries Name One or More:

Additional Information: N/A

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

- Terms & Conditions Truth in Savings Funds Availability
- Electronic Fund Transfers Privacy Substitute Checks
- Common Features _____

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): _____

BRADLEY K KOLMAN

I.D. # KAA5425 D.O.B. _____

(2): _____

UTE JANTZ

I.D. # JAA3078 D.O.B. _____

(3): _____

KIMBERLI K GUTHRIE BURCH

I.D. # G002832 D.O.B. _____

(4): _____

I.D. # _____ D.O.B. _____

Agency (Power of Attorney) Designation (Optional). To Add Agency Designation To Account, Name One or More Agents:

N/A
(Select One and Initial):

- Agency Designation Survives Disability or Incapacity of Parties N/A
- Agency Designation Terminates on Disability or Incapacity of Parties N/A

Ownership of Account - BUSINESS Purpose
 Sole Proprietorship Single-Member LLC Partnership
 LLC (LLC tax classification: C Corp S Corp Partnership)
 C Corporation S Corporation Non-Profit

Business: HOUSING ASSISTANCE - LOW INCOME

Backup Withholding Certifications (Non-"U.S. Persons" - Use separate Form W-8)

By signing at right, I, DELTA HOUSING AUTHORITY, certify under penalties of perjury that the statements made in this section are true.

TIN: XX-XXX6952 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

Corporate Authorization Resolution

#655-23 (2)

Alpine Bank
Delta
1660 Highway 92
Delta, CO 81416-0000

By: DELTA HOUSING AUTHORITY
VOUCHER SAVINGS
501 E 14TH ST
DELTA, CO 81416-3637

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, UTE JANTZ, certify that I am Secretary (clerk) of the above named corporation organized under the laws of COLORADO, Federal Employer I.D. Number 84-0676952, engaged in business under the trade name of DELTA HOUSING AUTHORITY, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on 01/25/2023 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

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BRADLEY K KOLMAN, CHAIR		N/A
A. _____ UTE JANTZ, EXEC DIRECTOR	X _____	X _____
B. _____ KIMBERLI K GUTHRIE BURCH, VICE CHAIR	X _____	X _____
C. _____	X _____	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

Powers Granted. (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
N/A	(1) Exercise all of the powers listed in this resolution.	N/A
A, B, C	(2) Open any deposit or share account(s) in the name of the Corporation.	01
A, B, C	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	01
N/A	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	N/A
N/A	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	N/A
N/A	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	N/A
N/A	(7) Other: Same authority as (6) above for a Self-Serve Storage Box.	N/A

Limitations on Powers. The following are the Corporation's express limitations on the powers granted under this resolution.

Resolutions

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Effect on Previous Resolutions. This resolution supersedes resolution dated _____ . If not completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on _____ (date).

 Secretary
 UTE JANTZ

 Attest by One Other Officer
 KIMBERLI K GUTHRIE BURCH

For Financial Institution Use Only		KJENSEN
Acknowledged and received on	01/18/2023	(date) by _____ (initials)
<input type="checkbox"/> This resolution is superseded by resolution dated _____		
Comments: 8971836989-D 01/18/2023 RESOLUTION #655-23 (2)		

ACCOUNT AGREEMENT

Alpine Bank
Delta
1660 Highway 92
Delta, CO 81416-0000

Account Number: 8971836989

Account Owner(s) Name & Address
DELTA HOUSING AUTHORITY
VOUCHER SAVINGS
501 E 14TH ST
DELTA, CO 81416-3637

Agreement Date: 01/18/2023 By: K Jensen
 EXISTING Account - This agreement replaces previous agreement(s).
Account Description: Public Funds Money Market

Checking Savings NOW Money Market
Initial Deposit \$ _____ Source: Check

Ownership of Account - CONSUMER (Select One and Initial)
 Single-Party Account _____ Trust-Separate Agreement _____
 Multiple-Party Account _____
 Other _____

Rights at Death (Select One and Initial)
 Single-Party Account _____
 Multiple-Party Account With Right of Survivorship _____
 ~~Multiple-Party Account Without Right of Survivorship~~ _____
 Single-Party Account With Pay On Death _____
 Multiple-Party Account With Right of Survivorship and Pay On Death _____

Pay-On-Death Beneficiaries. To Add Pay-On-Death Beneficiaries Name One or More:

Additional Information: N/A

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

- Terms & Conditions Truth in Savings Funds Availability
- Electronic Fund Transfers Privacy Substitute Checks
- Common Features _____

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Ownership of Account - BUSINESS Purpose
 Sole Proprietorship Single-Member LLC Partnership
 LLC (LLC tax classification: C Corp S Corp Partnership)
 C Corporation S Corporation Non-Profit

Business: HOUSING ASSISTANCE ~ LOW INCOME

Backup Withholding Certifications (Non-"U.S. Persons" - Use separate Form W-8)
 By signing at right, I, DELTA HOUSING AUTHORITY, certify under penalties of perjury that the statements made in this section are true.
 TIN: XX-XXX6952 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.
 Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.
 Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____
FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

(1): [X]
BRADLEY K KOLMAN
I.D. # KAA5425 D.O.B. _____

(2): [X]
UTE JANTZ
I.D. # JAA3078 D.O.B. _____

(3): [X]
KIMBERLI K GUTHRIE BURCH
I.D. # G002832 D.O.B. _____

(4): [X]
I.D. # _____ D.O.B. _____

Agency (Power of Attorney) Designation (Optional). To Add Agency Designation To Account, Name One or More Agents:

N/A
(Select One and Initial):
 Agency Designation Survives Disability or Incapacity of Parties N/A
 Agency Designation Terminates on Disability or Incapacity of Parties N/A

Corporate Authorization Resolution # 655-23 (3)

Alpine Bank
Delta
1660 Highway 92
Delta, CO 81416-0000

By: DELTA HOUSING AUTHORITY
PHA SAVINGS
501 E 14TH ST
DELTA, CO 81416-3637

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, UTE JANTZ, certify that I am Secretary (clerk) of the above named corporation organized under the laws of COLORADO, Federal Employer I.D. Number 84-0676952, engaged in business under the trade name of DELTA HOUSING AUTHORITY, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on 01/25/2023 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
BRADLEY K KOLMAN, CHAIR	X _____	N/A
A. _____	X _____	X _____
UTE JANTZ, EXEC DIRECTOR	X _____	N/A
B. _____	X _____	X _____
KIMBERLI K GUTHRIE BURCH, VICE CHAIR	X _____	N/A
C. _____	X _____	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

Powers Granted. (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
<u> N/A </u>	(1) Exercise all of the powers listed in this resolution.	<u> N/A </u>
<u> A, B, C </u>	(2) Open any deposit or share account(s) in the name of the Corporation.	<u> 01 </u>
<u> A, B, C </u>	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	<u> 01 </u>
<u> N/A </u>	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	<u> N/A </u>
<u> N/A </u>	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	<u> N/A </u>
<u> N/A </u>	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	<u> N/A </u>
<u> N/A </u>	(7) Other: Same authority as (6) above for a Self-Serve Storage Box.	<u> N/A </u>

Limitations on Powers. The following are the Corporation's express limitations on the powers granted under this resolution.

Resolutions

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Effect on Previous Resolutions. This resolution supersedes resolution dated _____ . If not completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on _____ (date).

Secretary
 UTE JANTZ

Attest by One Other Officer
 KIMBERLI K GUTHRIE BURCH

For Financial Institution Use Only		KJENSEN
Acknowledged and received on	01/18/2023	(date) by _____ (initials)
<input type="checkbox"/> This resolution is superseded by resolution dated _____		
Comments: 8971836369-D 01/18/2023 RESOLUTION #655-23 (3)		

ACCOUNT AGREEMENT

Alpine Bank
Delta
1660 Highway 92
Delta, CO 81416-0000

Account Number: 8971836369

Account Owner(s) Name & Address
DELTA HOUSING AUTHORITY
PHA SAVINGS
501 E 14TH ST
DELTA, CO 81416-3637

Agreement Date: 01/18/2023 By: K Jensen

EXISTING Account - This agreement replaces previous agreement(s).

Account Description: Public Funds Money Market

Checking Savings NOW Money Market
Initial Deposit \$ _____ Source: Check

Additional Information: N/A

Ownership of Account - CONSUMER (Select One and Initial)
 Single-Party Account _____ Trust-Separate Agreement _____
 Multiple-Party Account _____
 Other _____

Rights at Death (Select One and Initial)
 Single-Party Account _____
 Multiple-Party Account With Right of Survivorship _____
 Multiple-Party Account Without Right of Survivorship _____
 Single-Party Account With Pay On Death _____
 Multiple-Party Account With Right of Survivorship and Pay On Death _____

Pay-On-Death Beneficiaries. To Add Pay-On-Death Beneficiaries Name One or More:

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

Terms & Conditions Truth in Savings Funds Availability
 Electronic Fund Transfers Privacy Substitute Checks
 Common Features

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Ownership of Account - BUSINESS Purpose
 Sole Proprietorship Single-Member LLC Partnership
 LLC (LLC tax classification: C Corp S Corp Partnership)
 C Corporation S Corporation Non-Profit
Business: HOUSING ASSISTANCE - LOW INCOME

(1): []
BRADLEY K KOLMAN
I.D. # KAA5425 D.O.B. _____

(2): []
UTE JANTZ
I.D. # JAA3078 D.O.B. _____

(3): []
KIMBERLI K GUTHRIE BURCH
I.D. # G002832 D.O.B. _____

(4): []
I.D. # _____ D.O.B. _____

Backup Withholding Certifications (Non-"U.S. Persons" - Use separate Form W-8)

By signing at right, I, DELTA HOUSING AUTHORITY, certify under penalties of perjury that the statements made in this section are true.

TIN: XX-XXX6952 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

Agency (Power of Attorney) Designation (Optional). To Add Agency Designation To Account, Name One or More Agents:

N/A
(Select One and Initial):
 Agency Designation Survives Disability or Incapacity of Parties N/A
 Agency Designation Terminates on Disability or Incapacity of Parties N/A



AGENDA ITEM # 5(B)

Resolution # 655-23

MEMO

MEETING DATE: August 24, 2022

STAFF CONTACT: Ute Jantz, Executive Director; and Penny Thompson, Finance Officer

TITLE: Execution of Bank of Colorado Corporate Authorization Resolution

ACTION: Motion and Roll Call

ATTACHMENT: Resolution #655-23 Corporate Authorization Resolution

SUMMARY:

Certificates of Deposit (CDs) rates have increased significantly in the last few months. To take advantage of this opportunity, Penny and I suggest purchasing CDs for the following programs: Public Housing - \$500,000; Affordable Housing - \$500,000; and Housing Choice Voucher - \$400,000. This will still leave ample amounts in our checking and savings accounts for the operation of our programs. We suggest purchasing several CDs with different terms for each program, so that the CDs come due at different times. After the initial term of the CDs are over, they will be renewed with 12-month terms.

After proper procurement, we determined that Bank of Colorado offered the best rates which are as follows (as of January 6, 2023):

- 3-month Certificate of Deposit – 4.15%
- 6-month Certificate of Deposit – 4.35%
- 9-month Certificate of Deposit – 4.35%
- 12-month Certificate of Deposit – 4.45%

The offer was good for seven days and there could be minor changes to the rates as they change daily.

We recommend purchasing the following CDs with Bank of Colorado:

Public Housing:

- (1) 3-month CD at \$125,000 each
- (1) 6-month CD at \$125,000 each
- (1) 9-month CD at \$125,000 each
- (1) 12-month CD at \$125,000 each

Total \$500,000

Affordable Housing:

- (1) 3-month CD at \$125,000 each
- (1) 6-month CD at \$125,000 each
- (1) 9-month CD at \$125,000 each
- (1) 12-month CD at \$125,000 each

Total \$500,000

Housing Choice Voucher Program:

- (1) 3-month CD at \$100,000 each
- (1) 6-month CD at \$100,000 each
- (1) 9-month CD at \$100,000 each
- (1) 12-month CD at \$100,000 each

Total \$400,000

RECOMMENDATION:

Approval of Resolution #655-23

CORPORATE AUTHORIZATION RESOLUTION #654-23

BY: DELTA HOUSING AUTHORITY
501 E 14TH ST
DELTA CO 81416

BANK OF COLORADO

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, UTE JANTZ, certify that I am Secretary (clerk) of the above named corporation organized under the laws of COLORADO, Federal Employer I.D. Number 840676952, engaged in business under the trade name of Delta Housing Authority, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on January 25, 2023 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>UTE JANTZ</u> Executive Director	X _____	X _____
B. <u>BRADLEY K KOLEMAN</u> Board Chair	X _____	X _____
C. <u>KIMBERLI K GUTHERIE-BURCH</u> Board Vice Chair	X _____	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.) Unless indicated to the contrary any one signature can exercise any power specifically delegated to that person.

Indicate Authorized People Above	Description of Power	If more than one signature required indicated number of signatures required and which one for each power
_____	(1) Exercise all of the powers listed in this resolution.	_____
<u>ABC</u>	(2) Open any deposit or share account(s) in the name of the Corporation.	<u>1</u>
<u>ABC</u>	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	<u>1</u>
_____	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
<u>ABC</u>	(7) Authorize other individuals to endorse any orders for the payment of money or otherwise withdraw or transfer funds on deposit with this institution. Such authorization of other individuals must be in writing on this Institution's approved form.	<u>1</u>
<u>ABC</u>	(8) Enter into contracts for bank services including but not limited to wire transfers, ACH, Remote Deposit, Overdraft Protection, and any other service offered by the bank.	<u>1</u>
_____	(9) Other _____	_____

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated NA. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY
I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation. In Witness Whereof, I have subscribed my name to this document and affixed the Seal of the Corporation on January 25, 2023.

Attest by One Other Officer Secretary

RESOLUTIONS

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by CJH (initials) ¹ This resolution is superseded by resolution dated _____ NA

Comments: THIS RESOLUTION SHALL COVER ALL ACCOUNT ASSOCIATED WITH DELTA HOUSING AUTHORITY PER RESOLUTION NUMBER 654-23

Certificate of Deposit

Date Opened: 01/11/2023 **Term:** 3 Months **Tax ID:** 840676952 **Number:** 5700002741

Dollar Amount of Deposit: One Hundred Twenty-Five Thousand Dollars And No Cents **Account Number:** 5700002741 **\$** 125,000.00

This Time Deposit is Issued to: **Issuer:** BANK OF COLORADO-PINNACLE BANK
1443 MESA VIEW DRIVE
DELTA, CO 81416
By _____
Not Negotiable - Not Transferable - Additional terms are below.

DELTA HOUSING AUTHORITY
 PUBLIC HOUSING PROGRAM

 501 14TH ST
 DELTA, CO 81416

Additional Terms and Disclosures

This form contains the terms for your time deposit. It is also the Truth-in-Savings disclosure for those depositors entitled to one. There are additional terms and disclosures on page two of this form, some of which explain or expand on those below. You should keep one copy of this form.

Maturity Date. This account matures 04/11/2023
 _____ (See below for renewal information.)

Rate Information. The interest rate for this account is _____% with an annual percentage yield of _____%. This rate will be paid until the maturity date specified above. Interest begins to accrue on the business day you deposit any noncash item (for example, a check). Interest will be compounded At Maturity
 Interest will be credited on calendar quarters with remaining interest on maturity date.

The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.
 If you close your account before interest is credited, you will not receive the accrued interest.

The **Number of Endorsements** needed for withdrawal or any other purpose is: 1

Minimum Balance Requirement. You must make a minimum deposit to open this account of \$ 1,000.00
 You must maintain this minimum balance on a daily basis to earn the annual percentage yield disclosed.

Withdrawals of Interest. Interest accrued credited during a term can be withdrawn: before maturity of that term – penalty will apply

Early Withdrawal Penalty. If we consent to a request for a withdrawal that is otherwise not permitted you may have to pay a penalty. The penalty will be an amount equal to: three months'
 _____ interest on the amount withdrawn.

Renewal Policy
 Single Maturity. If checked, this account will not automatically renew. Interest will will not accrue after maturity.
 Automatic Renewal. If checked, this account will automatically renew on the maturity date. (see page two for terms)
 Interest will will not accrue after final maturity.

Account Ownership (Select One and Initial)
 Single Party Account _____
 Multiple Party Account _____
 Trust - Separate Agreement dated: _____

Rights at Death (Select One and Initial)
 Single Party Account _____
 Multiple Party Account with Right of Survivorship _____
 Multiple Party Account without Right of Survivorship _____
 Single Party Account with Pay on Death _____
 Multiple Party Account with Right of Survivorship and Pay on Death _____

Pay On Death Beneficiaries. To add Pay On Death Beneficiaries' name one or more:

TIN: 840676952

Social Security or Employer's I.D. Number. A correct taxpayer identification number is required for almost every type of account. A certification of this number is also required and is contained on the first copy of this certificate.

Backup Withholding. A certification that you are not subject to backup withholding is necessary for almost all accounts (except for persons who are exempt altogether) - and a certification that the FATCA code (if any) is correct. These certifications are contained on the first copy of this form. Failure to provide these certifications when required will cause us to withhold a percentage of the interest earned (for payments to the IRS). Providing a false certification can result in serious federal penalties.

Endorsements. Sign Only When You Request Withdrawal
 X _____
 X _____
 X _____

Definitions. "We," "our," and "us" mean the issuer of this account and "you" and "your" mean the depositor(s). "Account" means the original certificate of deposit as well as the deposit it evidences. "Party" means a person who by the terms of the account, has a present right, subject to request, to payment from a multiple-party account.

Transfer. "Transfer" means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

Primary Agreement. You agree to keep your funds with us in this account until the maturity date. (An automatically renewable account matures at regular intervals.) You may not transfer this account without first obtaining our written consent. You must present this certificate when you request a withdrawal or a transfer.

This account is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

We may change any term of this agreement. Rules governing changes in interest rates have been provided. For other changes we will give you reasonable notice in writing or by any other method permitted by law.

If any notice is necessary, you all agree that the notice will be sufficient if we mail it to the address listed on page one of this form. You must notify us of any change.

Withdrawals and Transfers. Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on page one in the section bearing the title *Number of Endorsements*. This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time. Unless otherwise specified in writing, only one endorsement is required to withdraw funds from this account.

These same rules apply to define the names and the number of you who can request our consent to a transfer.

Pledges. Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject first to the payment of the debt.

Ownership of Account and Beneficiary Designation. You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account. Such an account is owned by one party.

Multiple-Party Account. Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

Trust Account Subject to Separate Agreement. We will abide by the terms of any separate agreement which clearly pertains to this certificate and which you file with us. Any additional consistent terms stated on this form will also apply.

Rights at Death

Single Party Account. At death of party, ownership passes as part of party's estate.

Multiple-Party Account with Right of Survivorship. At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount

to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares.

Multiple-Party Account without Right of Survivorship. At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account with POD (Pay-On-Death) Designation. At death of party, ownership passes to POD beneficiaries and is not part of party's estate.

Multiple-Party Account with Right of Survivorship and POD (Pay-on-Death) Designation. At death of last surviving party, ownership passes to POD beneficiaries and is not part of last surviving party's estate.

Set-Off. You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. The amount subject to set-off is that proportion to which you are or were immediately before your death, beneficially entitled, and in the absence of proof of net contributions, to an equal share with all parties having present rights of withdrawal. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

Balance Computation Method. We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the principal in the account each day.

Transaction Limitations. You cannot make additional deposits to this account during a term (other than credited interest). You cannot withdraw principal from this account without our consent except on or after maturity. (For accounts that automatically renew, there is a grace period after each renewal date during which withdrawals are permitted without penalty.)

In certain circumstances, such as the death or incompetence of an account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

For Accounts that Automatically Renew. Each renewal term will be the same, beginning on the maturity date (unless we notify you, in writing, before a maturity date, of a different term for renewal).

You must notify us in writing before, or within a 10 day grace period after, the maturity date if you do not want this account to automatically renew.

Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term.

The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. On accounts with terms of longer than one month we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

See your plan disclosure if this account is part of an IRA or Keogh.

Certificate of Deposit

Date Opened: 01/11/2023 Term: 6 Months Tax ID: 840676952 Number: 5700002742

Dollar Amount of Deposit: One Hundred Twenty-Five Thousand Dollars And No Cents Account Number: 5700002742
\$ 125,000.00

This Time Deposit is Issued to:

DELTA HOUSING AUTHORITY
PUBLIC HOUSING PROGRAM

501 14TH ST
DELTA CO 81416

Issuer: BANK OF COLORADO-PINNACLE BANK

1443 MESA VIEW DRIVE
DELTA, CO 81416

Not Negotiable - Not Transferable - Additional terms are below.

By _____

Additional Terms and Disclosures

This form contains the terms for your time deposit. It is also the Truth-in-Savings disclosure for those depositors entitled to one. There are additional terms and disclosures on page two of this form, some of which explain or expand on those below. You should keep one copy of this form.

Maturity Date. This account matures 07/11/2023
(See below for renewal information.)

Rate Information. The interest rate for this account is _____% with an annual percentage yield of _____%. This rate will be paid until the maturity date specified above. Interest begins to accrue on the business day you deposit any noncash item (for example, a check). Interest will be compounded Quarterly. Interest will be credited on calendar quarters with remaining interest on maturity date.

- The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.
- If you close your account before interest is credited, you will not receive the accrued interest.

The **Number of Endorsements** needed for withdrawal or any other purpose is: 1

Minimum Balance Requirement. You must make a minimum deposit to open this account of \$ 1,000.00

You must maintain this minimum balance on a daily basis to earn the annual percentage yield disclosed.

Withdrawals of Interest. Interest accrued credited during a term can be withdrawn: before maturity of that term - penalty will apply

Early Withdrawal Penalty. If we consent to a request for a withdrawal that is otherwise not permitted you may have to pay a penalty. The penalty will be an amount equal to: three months'

_____ interest on the amount withdrawn.

Renewal Policy

Single Maturity. If checked, this account will not automatically renew. Interest will will not accrue after maturity.

Automatic Renewal. If checked, this account will automatically renew on the maturity date. (see page two for terms) Interest will will not accrue after final maturity.

Account Ownership (Select One and Initial)

- Single Party Account _____
- Multiple Party Account _____
- Trust - Separate Agreement dated: _____
- _____

Rights at Death (Select One and Initial)

- Single Party Account _____
- Multiple Party Account with Right of Survivorship _____
- Multiple Party Account without Right of Survivorship _____
- Single Party Account with Pay on Death _____
- Multiple Party Account with Right of Survivorship and Pay on Death _____

Pay On Death Beneficiaries. To add Pay On Death Beneficiaries' name one or more:

TIN: 840676952

Social Security or Employer's I.D. Number. A correct taxpayer identification number is required for almost every type of account. A certification of this number is also required and is contained on the first copy of this certificate.

Backup Withholding. A certification that you are not subject to backup withholding is necessary for almost all accounts (except for persons who are exempt altogether) - and a certification that the FATCA code (if any) is correct. These certifications are contained on the first copy of this form. Failure to provide these certifications when required will cause us to withhold a percentage of the interest earned (for payments to the IRS). Providing a false certification can result in serious federal penalties.

Endorsements. Sign Only When You Request Withdrawal

X _____

X _____

X _____

Definitions. "We," "our," and "us" mean the issuer of this account and "you" and "your" mean the depositor(s). "Account" means the original certificate of deposit as well as the deposit it evidences. "Party" means a person who by the terms of the account, has a present right, subject to request, to payment from a multiple-party account.

Transfer. "Transfer" means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

Primary Agreement. You agree to keep your funds with us in this account until the maturity date. (An automatically renewable account matures at regular intervals.) You may not transfer this account without first obtaining our written consent. You must present this certificate when you request a withdrawal or a transfer.

This account is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

We may change any term of this agreement. Rules governing changes in interest rates have been provided. For other changes we will give you reasonable notice in writing or by any other method permitted by law.

If any notice is necessary, you all agree that the notice will be sufficient if we mail it to the address listed on page one of this form. You must notify us of any change.

Withdrawals and Transfers. Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on page one in the section bearing the title *Number of Endorsements*. This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time. Unless otherwise specified in writing, only one endorsement is required to withdraw funds from this account.

These same rules apply to define the names and the number of you who can request our consent to a transfer.

Pledges. Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject first to the payment of the debt.

Ownership of Account and Beneficiary Designation. You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account. Such an account is owned by one party.

Multiple-Party Account. Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

Trust Account Subject to Separate Agreement. We will abide by the terms of any separate agreement which clearly pertains to this certificate and which you file with us. Any additional consistent terms stated on this form will also apply.

Rights at Death

Single Party Account. At death of party, ownership passes as part of party's estate.

Multiple-Party Account with Right of Survivorship. At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount

to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares.

Multiple-Party Account without Right of Survivorship. At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account with POD (Pay-On-Death) Designation. At death of party, ownership passes to POD beneficiaries and is not part of party's estate.

Multiple-Party Account with Right of Survivorship and POD (Pay-on-Death) Designation. At death of last surviving party, ownership passes to POD beneficiaries and is not part of last surviving party's estate.

Set-Off. You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. The amount subject to set-off is that proportion to which you are or were immediately before your death, beneficially entitled, and in the absence of proof of net contributions, to an equal share with all parties having present rights of withdrawal. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

Balance Computation Method. We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the principal in the account each day.

Transaction Limitations. You cannot make additional deposits to this account during a term (other than credited interest). You cannot withdraw principal from this account without our consent except on or after maturity. (For accounts that automatically renew, there is a grace period after each renewal date during which withdrawals are permitted without penalty.)

In certain circumstances, such as the death or incompetence of an account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

For Accounts that Automatically Renew. Each renewal term will be the same , beginning on the maturity date (unless we notify you, in writing, before a maturity date, of a different term for renewal).

You must notify us in writing before, or within a 10 day grace period after, the maturity date if you do not want this account to automatically renew.

Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term.

The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. On accounts with terms of longer than one month we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

See your plan disclosure if this account is part of an IRA or Keogh.

Certificate of Deposit

Date Opened: 01/11/2023 Term: 9 Months Tax ID: 840676952 Number: 5700002743

Dollar Amount of Deposit: One Hundred Twenty-Five Thousand Dollars And No Cents Account Number: 5700002743 \$ 125,000.00

This Time Deposit is Issued to:

DELTA HOUSING AUTHORITY
PUBLIC HOUSING PROGRAM

501 14TH ST
DELTA CO 81416

Issuer: BANK OF COLORADO-PINNACLE BANK

1443 MESA VIEW DRIVE
DELTA, CO 81416

Not Negotiable - Not Transferable - Additional terms are below.

By _____

Additional Terms and Disclosures

This form contains the terms for your time deposit. It is also the Truth-in-Savings disclosure for those depositors entitled to one. There are additional terms and disclosures on page two of this form, some of which explain or expand on those below. You should keep one copy of this form.

Maturity Date. This account matures 10/11/2023
(See below for renewal information.)

Rate Information. The interest rate for this account is _____% with an annual percentage yield of _____%. This rate will be paid until the maturity date specified above. Interest begins to accrue on the business day you deposit any noncash item (for example, a check). Interest will be compounded Quarterly. Interest will be credited on calendar quarters with remaining interest on maturity date.

- The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.
- If you close your account before interest is credited, you will not receive the accrued interest.

The Number of Endorsements needed for withdrawal or any other purpose is: 1.

Minimum Balance Requirement. You must make a minimum deposit to open this account of \$ 1,000.00.

You must maintain this minimum balance on a daily basis to earn the annual percentage yield disclosed.

Withdrawals of Interest. Interest accrued credited during a term can be withdrawn: before maturity of that term - penalty will apply.

Early Withdrawal Penalty. If we consent to a request for a withdrawal that is otherwise not permitted you may have to pay a penalty. The penalty will be an amount equal to: three months'

_____ interest on the amount withdrawn.

Renewal Policy

Single Maturity. If checked, this account will not automatically renew. Interest will will not accrue after maturity.

Automatic Renewal. If checked, this account will automatically renew on the maturity date. (see page two for terms) Interest will will not accrue after final maturity.

Account Ownership (Select One and Initial)

- Single Party Account _____
- Multiple Party Account _____
- Trust - Separate Agreement dated: _____
- _____

Rights at Death (Select One and Initial)

- Single Party Account _____
- Multiple Party Account with Right of Survivorship _____
- Multiple Party Account without Right of Survivorship _____
- Single Party Account with Pay on Death _____
- Multiple Party Account with Right of Survivorship and Pay on Death _____

Pay On Death Beneficiaries. To add Pay On Death Beneficiaries' name one or more:

TIN: 840676952

Social Security or Employer's I.D. Number. A correct taxpayer identification number is required for almost every type of account. A certification of this number is also required and is contained on the first copy of this certificate.

Backup Withholding. A certification that you are not subject to backup withholding is necessary for almost all accounts (except for persons who are exempt altogether) - and a certification that the FATCA code (if any) is correct. These certifications are contained on the first copy of this form. Failure to provide these certifications when required will cause us to withhold a percentage of the interest earned (for payments to the IRS). Providing a false certification can result in serious federal penalties.

Endorsements. Sign Only When You Request Withdrawal

X _____

X _____

X _____

Definitions. "We," "our," and "us" mean the issuer of this account and "you" and "your" mean the depositor(s). "Account" means the original certificate of deposit as well as the deposit it evidences. "Party" means a person who by the terms of the account, has a present right, subject to request, to payment from a multiple-party account.

Transfer. "Transfer" means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

Primary Agreement. You agree to keep your funds with us in this account until the maturity date. (An automatically renewable account matures at regular intervals.) You may not transfer this account without first obtaining our written consent. You must present this certificate when you request a withdrawal or a transfer.

This account is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

We may change any term of this agreement. Rules governing changes in interest rates have been provided. For other changes we will give you reasonable notice in writing or by any other method permitted by law.

If any notice is necessary, you all agree that the notice will be sufficient if we mail it to the address listed on page one of this form. You must notify us of any change.

Withdrawals and Transfers. Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on page one in the section bearing the title *Number of Endorsements*. This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time. Unless otherwise specified in writing, only one endorsement is required to withdraw funds from this account.

These same rules apply to define the names and the number of you who can request our consent to a transfer.

Pledges. Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject first to the payment of the debt.

Ownership of Account and Beneficiary Designation. You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account. Such an account is owned by one party.

Multiple-Party Account. Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

Trust Account Subject to Separate Agreement. We will abide by the terms of any separate agreement which clearly pertains to this certificate and which you file with us. Any additional consistent terms stated on this form will also apply.

Rights at Death

Single Party Account. At death of party, ownership passes as part of party's estate.

Multiple-Party Account with Right of Survivorship. At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount

to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares.

Multiple-Party Account without Right of Survivorship. At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account with POD (Pay-On-Death) Designation. At death of party, ownership passes to POD beneficiaries and is not part of party's estate.

Multiple-Party Account with Right of Survivorship and POD (Pay-on-Death) Designation. At death of last surviving party, ownership passes to POD beneficiaries and is not part of last surviving party's estate.

Set-Off. You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. The amount subject to set-off is that proportion to which you are or were immediately before your death, beneficially entitled, and in the absence of proof of net contributions, to an equal share with all parties having present rights of withdrawal. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

Balance Computation Method. We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the principal in the account each day.

Transaction Limitations. You cannot make additional deposits to this account during a term (other than credited interest). You cannot withdraw principal from this account without our consent except on or after maturity. (For accounts that automatically renew, there is a grace period after each renewal date during which withdrawals are permitted without penalty.)

In certain circumstances, such as the death or incompetence of an account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

For Accounts that Automatically Renew. Each renewal term will be the same, beginning on the maturity date (unless we notify you, in writing, before a maturity date, of a different term for renewal).

You must notify us in writing before, or within a 10 day grace period after, the maturity date if you do not want this account to automatically renew.

Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term.

The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. On accounts with terms of longer than one month we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

See your plan disclosure if this account is part of an IRA or Keogh.

Certificate of Deposit

Date Opened: 01/11/2023 Term: 12 Months Tax ID: 840676952 Number: 5700002744

Account Number: 5700002744

Dollar Amount of Deposit: One Hundred Twenty-Five Thousand Dollars And No Cents \$ 125,000.00

This Time Deposit is Issued to: DELTA HOUSING AUTHORITY
PUBLIC HOUSING PROGRAM
501 14TH ST
DELTA CO 81416

Issuer: BANK OF COLORADO-PINNACLE BANK
1443 MESA VIEW DRIVE
DELTA, CO 81416

Not Negotiable - Not Transferable - Additional terms are below. By _____

Additional Terms and Disclosures

This form contains the terms for your time deposit. It is also the Truth-in-Savings disclosure for those depositors entitled to one. There are additional terms and disclosures on page two of this form, some of which explain or expand on those below. You should keep one copy of this form.

Maturity Date. This account matures 01/11/2024
(See below for renewal information.)

Rate Information. The interest rate for this account is _____% with an annual percentage yield of _____%. This rate will be paid until the maturity date specified above. Interest begins to accrue on the business day you deposit any noncash item (for example, a check). Interest will be compounded Quarterly. Interest will be credited on calendar quarters with remaining interest on maturity date.

The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.

If you close your account before interest is credited, you will not receive the accrued interest.

The Number of Endorsements needed for withdrawal or any other purpose is: 1.

Minimum Balance Requirement. You must make a minimum deposit to open this account of \$ 1,000.00.

You must maintain this minimum balance on a daily basis to earn the annual percentage yield disclosed.

Withdrawals of Interest. Interest accrued credited during a term can be withdrawn: before maturity of that term - penalty will apply.

Early Withdrawal Penalty. If we consent to a request for a withdrawal that is otherwise not permitted you may have to pay a penalty. The penalty will be an amount equal to: three months' _____ interest on the amount withdrawn.

Renewal Policy

Single Maturity. If checked, this account will not automatically renew. Interest will will not accrue after maturity.

Automatic Renewal. If checked, this account will automatically renew on the maturity date. (see page two for terms) Interest will will not accrue after final maturity.

Account Ownership (Select One and Initial)

Single Party Account _____

Multiple Party Account _____

Trust - Separate Agreement dated: _____

Rights at Death (Select One and Initial)

Single Party Account _____

Multiple Party Account with Right of Survivorship _____

Multiple Party Account without Right of Survivorship _____

Single Party Account with Pay on Death _____

Multiple Party Account with Right of Survivorship and Pay on Death _____

Pay On Death Beneficiaries. To add Pay On Death Beneficiaries' name one or more:

TIN: 840676952

Social Security or Employer's I.D. Number. A correct taxpayer identification number is required for almost every type of account. A certification of this number is also required and is contained on the first copy of this certificate.

Backup Withholding. A certification that you are not subject to backup withholding is necessary for almost all accounts (except for persons who are exempt altogether) - and a certification that the FATCA code (if any) is correct. These certifications are contained on the first copy of this form. Failure to provide these certifications when required will cause us to withhold a percentage of the interest earned (for payments to the IRS). Providing a false certification can result in serious federal penalties.

Endorsements. Sign Only When You Request Withdrawal

X _____

X _____

X _____

Definitions. "We," "our," and "us" mean the issuer of this account and "you" and "your" mean the depositor(s). "Account" means the original certificate of deposit as well as the deposit evidences. "Party" means a person who by the terms of the account, has a present right, subject to request, to payment from a multiple-party account.

Transfer. "Transfer" means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

Primary Agreement. You agree to keep your funds with us in this account until the maturity date. (An automatically renewable account matures at regular intervals.) You may not transfer this account without first obtaining our written consent. You must present this certificate when you request a withdrawal or a transfer.

This account is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

We may change any term of this agreement. Rules governing changes in interest rates have been provided. For other changes we will give you reasonable notice in writing or by any other method permitted by law.

If any notice is necessary, you all agree that the notice will be sufficient if we mail it to the address listed on page one of this form. You must notify us of any change.

Withdrawals and Transfers. Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on page one in the section bearing the title *Number of Endorsements*. This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time. Unless otherwise specified in writing, only one endorsement is required to withdraw funds from this account.

These same rules apply to define the names and the number of you who can request our consent to a transfer.

Pledges. Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject first to the payment of the debt.

Ownership of Account and Beneficiary Designation. You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account. Such an account is owned by one party.

Multiple-Party Account. Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

Trust Account Subject to Separate Agreement. We will abide by the terms of any separate agreement which clearly pertains to this certificate and which you file with us. Any additional consistent terms stated on this form will also apply.

Rights at Death

Single Party Account. At death of party, ownership passes as part of party's estate.

Multiple-Party Account with Right of Survivorship. At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount

to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares.

Multiple-Party Account without Right of Survivorship. At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account with POD (Pay-On-Death) Designation. At death of party, ownership passes to POD beneficiaries and is not part of party's estate.

Multiple-Party Account with Right of Survivorship and POD (Pay-on-Death) Designation. At death of last surviving party, ownership passes to POD beneficiaries and is not part of last surviving party's estate.

Set-Off. You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. The amount subject to set-off is that proportion to which you are or were immediately before your death, beneficially entitled, and in the absence of proof of net contributions, to an equal share with all parties having present rights of withdrawal. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

Balance Computation Method. We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the principal in the account each day.

Transaction Limitations. You cannot make additional deposits to this account during a term (other than credited interest). You cannot withdraw principal from this account without our consent except on or after maturity. (For accounts that automatically renew, there is a grace period after each renewal date during which withdrawals are permitted without penalty.)

In certain circumstances, such as the death or incompetence of an account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

For Accounts that Automatically Renew. Each renewal term will be the same _____, beginning on the maturity date (unless we notify you, in writing, before a maturity date, of a different term for renewal).

You must notify us in writing before, or within a 10 _____ day grace period after, the maturity date if you do not want this account to automatically renew.

Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term.

The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. On accounts with terms of longer than one month we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

See your plan disclosure if this account is part of an IRA or Keogh.

Certificate of Deposit

Date Opened: 01/11/2023 **Term:** 3 Months **Tax ID:** 840676952 **Number:** 5700002745

Dollar Amount of Deposit: One Hundred Twenty-Five Thousand Dollars And No Cents **Account Number:** 5700002745 **\$** 125,000.00

This Time Deposit is issued to:

DELTA HOUSING AUTHORITY
AFFORDABLE HOUSING PROGRAM

501 14TH ST
DELTA CO 81416

Issuer: BANK OF COLORADO-PINNACLE BANK

1443 MESA VIEW DRIVE
DELTA, CO 81416

Not Negotiable - Not Transferable - Additional terms are below. **By** _____

Additional Terms and Disclosures

This form contains the terms for your time deposit. It is also the Truth-in-Savings disclosure for those depositors entitled to one. There are additional terms and disclosures on page two of this form, some of which explain or expand on those below. You should keep one copy of this form.

Maturity Date. This account matures 04/11/2023
(See below for renewal information.)

Rate Information. The interest rate for this account is _____% with an annual percentage yield of _____%. This rate will be paid until the maturity date specified above. Interest begins to accrue on the business day you deposit any noncash item (for example, a check). Interest will be compounded At Maturity. Interest will be credited on calendar quarters with remaining interest on maturity date.

- The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.
- If you close your account before interest is credited, you will not receive the accrued interest.

The **Number of Endorsements** needed for withdrawal or any other purpose is: 1

Minimum Balance Requirement. You must make a minimum deposit to open this account of \$ 1,000.00

- You must maintain this minimum balance on a daily basis to earn the annual percentage yield disclosed.

Withdrawals of Interest. Interest accrued credited during a term can be withdrawn: before maturity of that term -- penalty will apply

Early Withdrawal Penalty. If we consent to a request for a withdrawal that is otherwise not permitted you may have to pay a penalty. The penalty will be an amount equal to: three months'

_____ interest on the amount withdrawn.

- Renewal Policy**
- Single Maturity.** If checked, this account will not automatically renew. Interest will will not accrue after maturity.
 - Automatic Renewal.** If checked, this account will automatically renew on the maturity date. (see page two for terms) Interest will will not accrue after final maturity.

Account Ownership (Select One and Initial)

Single Party Account _____

Multiple Party Account _____

Trust - Separate Agreement dated: _____

Rights at Death (Select One and Initial)

Single Party Account _____

Multiple Party Account with Right of Survivorship _____

Multiple Party Account without Right of Survivorship _____

Single Party Account with Pay on Death _____

Multiple Party Account with Right of Survivorship and Pay on Death _____

Pay On Death Beneficiaries. To add Pay On Death Beneficiaries' name one or more:

TIN: 840676952

Social Security or Employer's I.D. Number. A correct taxpayer identification number is required for almost every type of account. A certification of this number is also required and is contained on the first copy of this certificate.

Backup Withholding. A certification that you are not subject to backup withholding is necessary for almost all accounts (except for persons who are exempt altogether) - and a certification that the FATCA code (if any) is correct. These certifications are contained on the first copy of this form. Failure to provide these certifications when required will cause us to withhold a percentage of the interest earned (for payments to the IRS). Providing a false certification can result in serious federal penalties.

Endorsements. Sign Only When You Request Withdrawal

X _____

X _____

X _____

Definitions. "We," "our," and "us" mean the issuer of this account and "you" and "your" mean the depositor(s). "Account" means the original certificate of deposit as well as the deposit it evidences. "Party" means a person who by the terms of the account, has a present right, subject to request, to payment from a multiple-party account.

Transfer. "Transfer" means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

Primary Agreement. You agree to keep your funds with us in this account until the maturity date. (An automatically renewable account matures at regular intervals.) You may not transfer this account without first obtaining our written consent. You must present this certificate when you request a withdrawal or a transfer.

This account is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

We may change any term of this agreement. Rules governing changes in interest rates have been provided. For other changes we will give you reasonable notice in writing or by any other method permitted by law.

If any notice is necessary, you all agree that the notice will be sufficient if we mail it to the address listed on page one of this form. You must notify us of any change.

Withdrawals and Transfers. Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on page one in the section bearing the title *Number of Endorsements*. This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time. Unless otherwise specified in writing, only one endorsement is required to withdraw funds from this account.

These same rules apply to define the names and the number of you who can request our consent to a transfer.

Pledges. Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject first to the payment of the debt.

Ownership of Account and Beneficiary Designation. You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account. Such an account is owned by one party.

Multiple-Party Account. Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

Trust Account Subject to Separate Agreement. We will abide by the terms of any separate agreement which clearly pertains to this certificate and which you file with us. Any additional consistent terms stated on this form will also apply.

Rights at Death

Single Party Account. At death of party, ownership passes as part of party's estate.

Multiple-Party Account with Right of Survivorship. At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount

to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares.

Multiple-Party Account without Right of Survivorship. At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account with POD (Pay-On-Death) Designation. At death of party, ownership passes to POD beneficiaries and is not part of party's estate.

Multiple-Party Account with Right of Survivorship and POD (Pay-on-Death) Designation. At death of last surviving party, ownership passes to POD beneficiaries and is not part of last surviving party's estate.

Set-Off. You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. The amount subject to set-off is that proportion to which you are or were immediately before your death, beneficially entitled, and in the absence of proof of net contributions, to an equal share with all parties having present rights of withdrawal. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

Balance Computation Method. We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the principal in the account each day.

Transaction Limitations. You cannot make additional deposits to this account during a term (other than credited interest). You cannot withdraw principal from this account without our consent except on or after maturity. (For accounts that automatically renew, there is a grace period after each renewal date during which withdrawals are permitted without penalty.)

In certain circumstances, such as the death or incompetence of an account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

For Accounts that Automatically Renew. Each renewal term will be the same, beginning on the maturity date (unless we notify you, in writing, before a maturity date, of a different term for renewal).

You must notify us in writing before, or within a 10 day grace period after, the maturity date if you do not want this account to automatically renew.

Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term.

The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. On accounts with terms of longer than one month we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

See your plan disclosure if this account is part of an IRA or Keogh.

Certificate of Deposit

Date Opened: 01/11/2023 **Term:** 6 Months **Tax ID:** 840676952 **Number:** 5700002746

Dollar Amount of Deposit: One Hundred Twenty-Five Thousand Dollars And No Cents **Account Number:** 5700002746 \$ 125,000.00

This Time Deposit is Issued to:
 DELTA HOUSING AUTHORITY
 AFFORDABLE HOUSING PROGRAM
 501 14TH ST
 DELTA CO 81416

Issuer: BANK OF COLORADO-PINNACLE BANK
 1443 MESA VIEW DRIVE
 DELTA, CO 81416

Not Negotiable - Not Transferable - Additional terms are below. **By** _____

Additional Terms and Disclosures

This form contains the terms for your time deposit. It is also the Truth-in-Savings disclosure for those depositors entitled to one. There are additional terms and disclosures on page two of this form, some of which explain or expand on those below. You should keep one copy of this form.

Maturity Date. This account matures 07/11/2023
 _____ (See below for renewal information.)

Rate Information. The interest rate for this account is _____% with an annual percentage yield of _____%. This rate will be paid until the maturity date specified above. Interest begins to accrue on the business day you deposit any noncash item (for example, a check). Interest will be compounded Quarterly

Interest will be credited on calendar quarters with remaining interest on maturity date.

The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.

If you close your account before interest is credited, you will not receive the accrued interest.

The **Number of Endorsements** needed for withdrawal or any other purpose is: 1

Minimum Balance Requirement. You must make a minimum deposit to open this account of \$ 1,000.00

You must maintain this minimum balance on a daily basis to earn the annual percentage yield disclosed.

Withdrawals of Interest. Interest accrued credited during a term can be withdrawn: before maturity of that term – penalty will apply

Early Withdrawal Penalty. If we consent to a request for a withdrawal that is otherwise not permitted you may have to pay a penalty. The penalty will be an amount equal to: three months' _____ interest on the amount withdrawn.

Renewal Policy

Single Maturity. If checked, this account will not automatically renew. Interest will will not accrue after maturity.

Automatic Renewal. If checked, this account will automatically renew on the maturity date. (see page two for terms)
 Interest will will not accrue after final maturity.

Account Ownership (Select One and Initial)

Single Party Account _____

Multiple Party Account _____

Trust - Separate Agreement dated: _____

Rights at Death (Select One and Initial)

Single Party Account _____

Multiple Party Account with Right of Survivorship _____

Multiple Party Account without Right of Survivorship _____

Single Party Account with Pay on Death _____

Multiple Party Account with Right of Survivorship and Pay on Death _____

Pay On Death Beneficiaries. To add Pay On Death Beneficiaries' name one or more:

TIN: 840676952

Social Security or Employer's I.D. Number. A correct taxpayer identification number is required for almost every type of account. A certification of this number is also required and is contained on the first copy of this certificate.

Backup Withholding. A certification that you are not subject to backup withholding is necessary for almost all accounts (except for persons who are exempt altogether) - and a certification that the FATCA code (if any) is correct. These certifications are contained on the first copy of this form. Failure to provide these certifications when required will cause us to withhold a percentage of the interest earned (for payments to the IRS). Providing a false certification can result in serious federal penalties.

Endorsements. Sign Only When You Request Withdrawal

X _____

X _____

X _____

Definitions. "We," "our," and "us" mean the issuer of this account and "you" and "your" mean the depositor(s). "Account" means the original certificate of deposit as well as the deposit it evidences. "Party" means a person who by the terms of the account, has a present right, subject to request, to payment from a multiple-party account.

Transfer. "Transfer" means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

Primary Agreement. You agree to keep your funds with us in this account until the maturity date. (An automatically renewable account matures at regular intervals.) You may not transfer this account without first obtaining our written consent. You must present this certificate when you request a withdrawal or a transfer.

This account is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

We may change any term of this agreement. Rules governing changes in interest rates have been provided. For other changes we will give you reasonable notice in writing or by any other method permitted by law.

If any notice is necessary, you all agree that the notice will be sufficient if we mail it to the address listed on page one of this form. You must notify us of any change.

Withdrawals and Transfers. Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on page one in the section bearing the title *Number of Endorsements*. This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time. Unless otherwise specified in writing, only one endorsement is required to withdraw funds from this account.

These same rules apply to define the names and the number of you who can request our consent to a transfer.

Pledges. Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject first to the payment of the debt.

Ownership of Account and Beneficiary Designation. You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account. Such an account is owned by one party.

Multiple-Party Account. Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

Trust Account Subject to Separate Agreement. We will abide by the terms of any separate agreement which clearly pertains to this certificate and which you file with us. Any additional consistent terms stated on this form will also apply.

Rights at Death

Single Party Account. At death of party, ownership passes as part of party's estate.

Multiple-Party Account with Right of Survivorship. At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount

to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares.

Multiple-Party Account without Right of Survivorship. At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account with POD (Pay-On-Death) Designation. At death of party, ownership passes to POD beneficiaries and is not part of party's estate.

Multiple-Party Account with Right of Survivorship and POD (Pay-on-Death) Designation. At death of last surviving party, ownership passes to POD beneficiaries and is not part of last surviving party's estate.

Set-Off. You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. The amount subject to set-off is that proportion to which you are or were immediately before your death, beneficially entitled, and in the absence of proof of net contributions, to an equal share with all parties having present rights of withdrawal. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

Balance Computation Method. We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the principal in the account each day.

Transaction Limitations. You cannot make additional deposits to this account during a term (other than credited interest). You cannot withdraw principal from this account without our consent except on or after maturity. (For accounts that automatically renew, there is a grace period after each renewal date during which withdrawals are permitted without penalty.)

In certain circumstances, such as the death or incompetence of an account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

For Accounts that Automatically Renew. Each renewal term will be the same, beginning on the maturity date (unless we notify you, in writing, before a maturity date, of a different term for renewal).

You must notify us in writing before, or within a 10 _____ day grace period after, the maturity date if you do not want this account to automatically renew.

Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term.

The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. On accounts with terms of longer than one month we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

See your plan disclosure if this account is part of an IRA or Keogh.

Certificate of Deposit

Date Opened: 01/11/2023 Term: 9 Months Tax ID: 840676952 Number: 5700002747

Dollar Amount of Deposit: One Hundred Twenty-Five Thousand Dollars And No Cents Account Number: 5700002747 \$ 125,000.00

This Time Deposit is Issued to:

Issuer: BANK OF COLORADO-PINNACLE BANK

DELTA HOUSING AUTHORITY
AFFORDABLE HOUSING PROGRAM

1443 MESA VIEW DRIVE
DELTA, CO 81416

501 14TH ST
DELTA CO 81416

Not Negotiable - Not Transferable - Additional terms are below.

By _____

Additional Terms and Disclosures

This form contains the terms for your time deposit. It is also the Truth-in-Savings disclosure for those depositors entitled to one. There are additional terms and disclosures on page two of this form, some of which explain or expand on those below. You should keep one copy of this form.

Maturity Date. This account matures 10/11/2023
(See below for renewal information.)

Rate Information. The interest rate for this account is _____% with an annual percentage yield of _____%. This rate will be paid until the maturity date specified above. Interest begins to accrue on the business day you deposit any noncash item (for example, a check).

Interest will be compounded Quarterly
Interest will be credited on calendar quarters with remaining interest on maturity date.

- The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.
- If you close your account before interest is credited, you will not receive the accrued interest.

The Number of Endorsements needed for withdrawal or any other purpose is: 1

Minimum Balance Requirement. You must make a minimum deposit to open this account of \$ 1,000.00

You must maintain this minimum balance on a daily basis to earn the annual percentage yield disclosed.

Withdrawals of Interest. Interest accrued credited during a term can be withdrawn: before maturity of that term -- penalty will apply

Early Withdrawal Penalty. If we consent to a request for a withdrawal that is otherwise not permitted you may have to pay a penalty. The penalty will be an amount equal to: three months'

_____ interest on the amount withdrawn.

Renewal Policy

- Single Maturity.** If checked, this account will not automatically renew. Interest will will not accrue after maturity.
- Automatic Renewal.** If checked, this account will automatically renew on the maturity date. (see page two for terms)
Interest will will not accrue after final maturity.

Account Ownership (Select One and Initial)

- Single Party Account _____
- Multiple Party Account _____
- Trust - Separate Agreement dated: _____
- _____

Rights at Death (Select One and Initial)

- Single Party Account _____
- Multiple Party Account with Right of Survivorship _____
- Multiple Party Account without Right of Survivorship _____
- Single Party Account with Pay on Death _____
- Multiple Party Account with Right of Survivorship and Pay on Death _____

Pay On Death Beneficiaries. To add Pay On Death Beneficiaries' name one or more:

TIN: 840676952

Social Security or Employer's I.D. Number. A correct taxpayer identification number is required for almost every type of account. A certification of this number is also required and is contained on the first copy of this certificate.

Backup Withholding. A certification that you are not subject to backup withholding is necessary for almost all accounts (except for persons who are exempt altogether) - and a certification that the FATCA code (if any) is correct. These certifications are contained on the first copy of this form. Failure to provide these certifications when required will cause us to withhold a percentage of the interest earned (for payments to the IRS). Providing a false certification can result in serious federal penalties.

Endorsements. Sign Only When You Request Withdrawal

X _____

X _____

X _____

Definitions. "We," "our," and "us" mean the issuer of this account and "you" and "your" mean the depositor(s). "Account" means the original certificate of deposit as well as the deposit it evidences. "Party" means a person who by the terms of the account, has a present right, subject to request, to payment from a multiple-party account.

Transfer. "Transfer" means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

Primary Agreement. You agree to keep your funds with us in this account until the maturity date. (An automatically renewable account matures at regular intervals.) You may not transfer this account without first obtaining our written consent. You must present this certificate when you request a withdrawal or a transfer.

This account is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

We may change any term of this agreement. Rules governing changes in interest rates have been provided. For other changes we will give you reasonable notice in writing or by any other method permitted by law.

If any notice is necessary, you all agree that the notice will be sufficient if we mail it to the address listed on page one of this form. You must notify us of any change.

Withdrawals and Transfers. Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on page one in the section bearing the title *Number of Endorsements*. This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time. Unless otherwise specified in writing, only one endorsement is required to withdraw funds from this account.

These same rules apply to define the names and the number of you who can request our consent to a transfer.

Pledges. Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject first to the payment of the debt.

Ownership of Account and Beneficiary Designation. You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account. Such an account is owned by one party.

Multiple-Party Account. Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

Trust Account Subject to Separate Agreement. We will abide by the terms of any separate agreement which clearly pertains to this certificate and which you file with us. Any additional consistent terms stated on this form will also apply.

Rights at Death

Single Party Account. At death of party, ownership passes as part of party's estate.

Multiple-Party Account with Right of Survivorship. At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount

to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares.

Multiple-Party Account without Right of Survivorship. At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account with POD (Pay-On-Death) Designation. At death of party, ownership passes to POD beneficiaries and is not part of party's estate.

Multiple-Party Account with Right of Survivorship and POD (Pay-on-Death) Designation. At death of last surviving party, ownership passes to POD beneficiaries and is not part of last surviving party's estate.

Set-Off. You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. The amount subject to set-off is that proportion to which you are or were immediately before your death, beneficially entitled, and in the absence of proof of net contributions, to an equal share with all parties having present rights of withdrawal. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

Balance Computation Method. We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the principal in the account each day.

Transaction Limitations. You cannot make additional deposits to this account during a term (other than credited interest). You cannot withdraw principal from this account without our consent except on or after maturity. (For accounts that automatically renew, there is a grace period after each renewal date during which withdrawals are permitted without penalty.)

In certain circumstances, such as the death or incompetence of an account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

For Accounts that Automatically Renew. Each renewal term will be the same, beginning on the maturity date (unless we notify you, in writing, before a maturity date, of a different term for renewal).

You must notify us in writing before, or within a 10 day grace period after, the maturity date if you do not want this account to automatically renew.

Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term.

The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. On accounts with terms of longer than one month we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

See your plan disclosure if this account is part of an IRA or Keogh.

Certificate of Deposit

Date Opened: 01/11/2023 **Term:** 12 Months **Tax ID:** 840676952 **Number:** 5700002748

Account Number: 5700002748

Dollar Amount of Deposit: One Hundred Twenty-Five Thousand Dollars And No Cents \$ 125,000.00

This Time Deposit is issued to:

Issuer: BANK OF COLORADO-PINNACLE BANK

DELTA HOUSING AUTHORITY
AFFORDABLE HOUSING PROGRAM

1443 MESA VIEW DRIVE
DELTA, CO 81416

501 14TH ST
DELTA CO 81416

Not Negotiable - Not Transferable - Additional terms are below.

By _____

Additional Terms and Disclosures

This form contains the terms for your time deposit. It is also the Truth-in-Savings disclosure for those depositors entitled to one. There are additional terms and disclosures on page two of this form, some of which explain or expand on those below. You should keep one copy of this form.

Minimum Balance Requirement. You must make a minimum deposit to open this account of \$ 1,000.00.

Maturity Date. This account matures 01/11/2024
(See below for renewal information.)

You must maintain this minimum balance on a daily basis to earn the annual percentage yield disclosed.

Rate Information. The interest rate for this account is _____% with an annual percentage yield of _____%. This rate will be paid until the maturity date specified above. Interest begins to accrue on the business day you deposit any noncash item (for example, a check).

Withdrawals of Interest. Interest accrued credited during a term can be withdrawn: before maturity of that term – penalty will apply.

Interest will be compounded Quarterly.
Interest will be credited on calendar quarters with remaining interest on maturity date.

Early Withdrawal Penalty. If we consent to a request for a withdrawal that is otherwise not permitted you may have to pay a penalty. The penalty will be an amount equal to: three months'

- The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.
- If you close your account before interest is credited, you will not receive the accrued interest.

_____ interest on the amount withdrawn.

The **Number of Endorsements** needed for withdrawal or any other purpose is: 1.

Renewal Policy

- Single Maturity.** If checked, this account will not automatically renew. Interest will will not accrue after maturity.
- Automatic Renewal.** If checked, this account will automatically renew on the maturity date. (see page two for terms)
Interest will will not accrue after final maturity.

Account Ownership (Select One and Initial)

- Single Party Account _____
- Multiple Party Account _____
- Trust - Separate Agreement dated: _____
- _____

TIN: 840676952

Social Security or Employer's I.D. Number. A correct taxpayer identification number is required for almost every type of account. A certification of this number is also required and is contained on the first copy of this certificate.

Rights at Death (Select One and Initial)

- Single Party Account _____
- Multiple Party Account with Right of Survivorship _____
- Multiple Party Account without Right of Survivorship _____
- Single Party Account with Pay on Death _____
- Multiple Party Account with Right of Survivorship and Pay on Death _____

Backup Withholding. A certification that you are not subject to backup withholding is necessary for almost all accounts (except for persons who are exempt altogether) - and a certification that the FATCA code (if any) is correct. These certifications are contained on the first copy of this form. Failure to provide these certifications when required will cause us to withhold a percentage of the interest earned (for payments to the IRS). Providing a false certification can result in serious federal penalties.

Pay On Death Beneficiaries. To add Pay On Death Beneficiaries' name one or more:

Endorsements. Sign Only When You Request Withdrawal

- X _____
- X _____
- X _____

Definitions. "We," "our," and "us" mean the issuer of this account and "you" and "your" mean the depositor(s). "Account" means the original certificate of deposit as well as the deposit it evidences. "Party" means a person who by the terms of the account, has a present right, subject to request, to payment from a multiple-party account.

Transfer. "Transfer" means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

Primary Agreement. You agree to keep your funds with us in this account until the maturity date. (An automatically renewable account matures at regular intervals.) You may not transfer this account without first obtaining our written consent. You must present this certificate when you request a withdrawal or a transfer.

This account is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

We may change any term of this agreement. Rules governing changes in interest rates have been provided. For other changes we will give you reasonable notice in writing or by any other method permitted by law.

If any notice is necessary, you all agree that the notice will be sufficient if we mail it to the address listed on page one of this form. You must notify us of any change.

Withdrawals and Transfers. Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on page one in the section bearing the title *Number of Endorsements*. This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time. Unless otherwise specified in writing, only one endorsement is required to withdraw funds from this account.

These same rules apply to define the names and the number of you who can request our consent to a transfer.

Pledges. Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject first to the payment of the debt.

Ownership of Account and Beneficiary Designation. You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account. Such an account is owned by one party.

Multiple-Party Account. Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

Trust Account Subject to Separate Agreement. We will abide by the terms of any separate agreement which clearly pertains to this certificate and which you file with us. Any additional consistent terms stated on this form will also apply.

Rights at Death

Single Party Account. At death of party, ownership passes as part of party's estate.

Multiple-Party Account with Right of Survivorship. At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount

to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares.

Multiple-Party Account without Right of Survivorship. At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account with POD (Pay-On-Death) Designation. At death of party, ownership passes to POD beneficiaries and is not part of party's estate.

Multiple-Party Account with Right of Survivorship and POD (Pay-on-Death) Designation. At death of last surviving party, ownership passes to POD beneficiaries and is not part of last surviving party's estate.

Set-Off. You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. The amount subject to set-off is that proportion to which you are or were immediately before your death, beneficially entitled, and in the absence of proof of net contributions, to an equal share with all parties having present rights of withdrawal. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

Balance Computation Method. We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the principal in the account each day.

Transaction Limitations. You cannot make additional deposits to this account during a term (other than credited interest). You cannot withdraw principal from this account without our consent except on or after maturity. (For accounts that automatically renew, there is a grace period after each renewal date during which withdrawals are permitted without penalty.)

In certain circumstances, such as the death or incompetence of an account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

For Accounts that Automatically Renew. Each renewal term will be the same _____, beginning on the maturity date (unless we notify you, in writing, before a maturity date, of a different term for renewal).

You must notify us in writing before, or within a 10 _____ day grace period after, the maturity date if you do not want this account to automatically renew.

Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term.

The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. On accounts with terms of longer than one month we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

See your plan disclosure if this account is part of an IRA or Keogh.

Certificate of Deposit

Date Opened: 01/11/2023 Term: 3 Months Tax ID: 840676952 Number: 5700002749

Dollar Amount of Deposit: One Hundred Thousand Dollars And No Cents Account Number: 5700002749 \$ 100,000.00

This Time Deposit is Issued to:

DELTA HOUSING AUTHORITY
VOUCHER PROGRAM

501 14TH ST
DELTA CO 81416

Issuer: BANK OF COLORADO-PINNACLE BANK

1443 MESA VIEW DRIVE
DELTA, CO 81416

Not Negotiable - Not Transferable - Additional terms are below.

By _____

Additional Terms and Disclosures

This form contains the terms for your time deposit. It is also the Truth-in-Savings disclosure for those depositors entitled to one. There are additional terms and disclosures on page two of this form, some of which explain or expand on those below. You should keep one copy of this form.

Maturity Date. This account matures 04/11/2023
(See below for renewal information.)

Rate Information. The interest rate for this account is _____% with an annual percentage yield of _____%. This rate will be paid until the maturity date specified above. Interest begins to accrue on the business day you deposit any noncash item (for example, a check). Interest will be compounded At Maturity. Interest will be credited on calendar quarters with remaining interest on maturity date.

- The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.
- If you close your account before interest is credited, you will not receive the accrued interest.

The Number of Endorsements needed for withdrawal or any other purpose is: 1

Minimum Balance Requirement. You must make a minimum deposit to open this account of \$ 1,000.00

- You must maintain this minimum balance on a daily basis to earn the annual percentage yield disclosed.

Withdrawals of Interest. Interest accrued credited during a term can be withdrawn: before maturity of that term - penalty will apply

Early Withdrawal Penalty. If we consent to a request for a withdrawal that is otherwise not permitted you may have to pay a penalty. The penalty will be an amount equal to: three months'

_____ interest on the amount withdrawn.

Renewal Policy

- Single Maturity.** If checked, this account will not automatically renew. Interest will will not accrue after maturity.
- Automatic Renewal.** If checked, this account will automatically renew on the maturity date. (see page two for terms)
Interest will will not accrue after final maturity.

Account Ownership (Select One and Initial)

- Single Party Account _____
- Multiple Party Account _____
- Trust - Separate Agreement dated: _____
- _____

Rights at Death (Select One and Initial)

- Single Party Account _____
- Multiple Party Account with Right of Survivorship _____
- Multiple Party Account without Right of Survivorship _____
- Single Party Account with Pay on Death _____
- Multiple Party Account with Right of Survivorship and Pay on Death _____

Pay On Death Beneficiaries. To add Pay On Death Beneficiaries' name one or more:

TIN: 840676952

Social Security or Employer's I.D. Number. A correct taxpayer identification number is required for almost every type of account. A certification of this number is also required and is contained on the first copy of this certificate.

Backup Withholding. A certification that you are not subject to backup withholding is necessary for almost all accounts (except for persons who are exempt altogether) - and a certification that the FATCA code (if any) is correct. These certifications are contained on the first copy of this form. Failure to provide these certifications when required will cause us to withhold a percentage of the interest earned (for payments to the IRS). Providing a false certification can result in serious federal penalties.

Endorsements. Sign Only When You Request Withdrawal

X _____
X _____
X _____

Definitions. "We," "our," and "us" mean the issuer of this account and "you" and "your" mean the depositor(s). "Account" means the original certificate of deposit as well as the deposit it evidences. "Party" means a person who by the terms of the account, has a present right, subject to request, to payment from a multiple-party account.

Transfer. "Transfer" means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

Primary Agreement. You agree to keep your funds with us in this account until the maturity date. (An automatically renewable account matures at regular intervals.) You may not transfer this account without first obtaining our written consent. You must present this certificate when you request a withdrawal or a transfer.

This account is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

We may change any term of this agreement. Rules governing changes in interest rates have been provided. For other changes we will give you reasonable notice in writing or by any other method permitted by law.

If any notice is necessary, you all agree that the notice will be sufficient if we mail it to the address listed on page one of this form. You must notify us of any change.

Withdrawals and Transfers. Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on page one in the section bearing the title *Number of Endorsements*. This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time. Unless otherwise specified in writing, only one endorsement is required to withdraw funds from this account.

These same rules apply to define the names and the number of you who can request our consent to a transfer.

Pledges. Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject first to the payment of the debt.

Ownership of Account and Beneficiary Designation. You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account. Such an account is owned by one party.

Multiple-Party Account. Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

Trust Account Subject to Separate Agreement. We will abide by the terms of any separate agreement which clearly pertains to this certificate and which you file with us. Any additional consistent terms stated on this form will also apply.

Rights at Death

Single Party Account. At death of party, ownership passes as part of party's estate.

Multiple-Party Account with Right of Survivorship. At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount

to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares.

Multiple-Party Account without Right of Survivorship. At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account with POD (Pay-On-Death) Designation. At death of party, ownership passes to POD beneficiaries and is not part of party's estate.

Multiple-Party Account with Right of Survivorship and POD (Pay-on-Death) Designation. At death of last surviving party, ownership passes to POD beneficiaries and is not part of last surviving party's estate.

Set-Off. You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. The amount subject to set-off is that proportion to which you are or were immediately before your death, beneficially entitled, and in the absence of proof of net contributions, to an equal share with all parties having present rights of withdrawal. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

Balance Computation Method. We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the principal in the account each day.

Transaction Limitations. You cannot make additional deposits to this account during a term (other than credited interest). You cannot withdraw principal from this account without our consent except on or after maturity. (For accounts that automatically renew, there is a grace period after each renewal date during which withdrawals are permitted without penalty.)

In certain circumstances, such as the death or incompetence of an account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

For Accounts that Automatically Renew. Each renewal term will be the same, beginning on the maturity date (unless we notify you, in writing, before a maturity date, of a different term for renewal).

You must notify us in writing before, or within a 10 day grace period after, the maturity date if you do not want this account to automatically renew.

Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term.

The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. On accounts with terms of longer than one month we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

See your plan disclosure if this account is part of an IRA or Keogh.

Certificate of Deposit

Date Opened: 01/11/2023 **Term:** 6 Months **Tax ID:** 840676952 **Number:** 5700002750

Account Number: 5700002750

Dollar Amount of Deposit: One Hundred Thousand Dollars And No Cents \$ 100,000.00

This Time Deposit is Issued to:

DELTA HOUSING AUTHORITY VOUCHER PROGRAM 501 14TH ST DELTA CO 81416	Issuer: BANK OF COLORADO-PINNACLE BANK 1443 MESA VIEW DRIVE DELTA, CO 81416
--	--

Not Negotiable - Not Transferable - Additional terms are below. **By** _____

Additional Terms and Disclosures

This form contains the terms for your time deposit. It is also the Truth-in-Savings disclosure for those depositors entitled to one. There are additional terms and disclosures on page two of this form, some of which explain or expand on those below. You should keep one copy of this form.

Maturity Date. This account matures 07/11/2023
 _____ (See below for renewal information.)

Rate Information. The interest rate for this account is _____% with an annual percentage yield of _____%. This rate will be paid until the maturity date specified above. Interest begins to accrue on the business day you deposit any noncash item (for example, a check). Interest will be compounded Quarterly

Interest will be credited on calendar quarters with remaining interest on maturity date.

The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.

If you close your account before interest is credited, you will not receive the accrued interest.

The **Number of Endorsements** needed for withdrawal or any other purpose is: 1

Minimum Balance Requirement. You must make a minimum deposit to open this account of \$ 1,000.00

You must maintain this minimum balance on a daily basis to earn the annual percentage yield disclosed.

Withdrawals of Interest. Interest accrued credited during a term can be withdrawn: before maturity of that term -- penalty will apply

Early Withdrawal Penalty. If we consent to a request for a withdrawal that is otherwise not permitted you may have to pay a penalty. The penalty will be an amount equal to: three months' _____ interest on the amount withdrawn.

Renewal Policy

Single Maturity. If checked, this account will not automatically renew. Interest will will not accrue after maturity.

Automatic Renewal. If checked, this account will automatically renew on the maturity date. (see page two for terms)
 Interest will will not accrue after final maturity.

Account Ownership (Select One and Initial)

Single Party Account _____

Multiple Party Account _____

Trust - Separate Agreement dated: _____

Rights at Death (Select One and Initial)

Single Party Account _____

Multiple Party Account with Right of Survivorship _____

Multiple Party Account without Right of Survivorship _____

Single Party Account with Pay on Death _____

Multiple Party Account with Right of Survivorship and Pay on Death _____

Pay On Death Beneficiaries. To add Pay On Death Beneficiaries' name one or more:

TIN: 840676952

Social Security or Employer's I.D. Number. A correct taxpayer identification number is required for almost every type of account. A certification of this number is also required and is contained on the first copy of this certificate.

Backup Withholding. A certification that you are not subject to backup withholding is necessary for almost all accounts (except for persons who are exempt altogether) - and a certification that the FATCA code (if any) is correct. These certifications are contained on the first copy of this form. Failure to provide these certifications when required will cause us to withhold a percentage of the interest earned (for payments to the IRS). Providing a false certification can result in serious federal penalties.

Endorsements. Sign Only When You Request Withdrawal

X _____

X _____

X _____

Definitions. "We," "our," and "us" mean the issuer of this account and "you" and "your" mean the depositor(s). "Account" means the original certificate of deposit as well as the deposit it evidences. "Party" means a person who by the terms of the account, has a present right, subject to request, to payment from a multiple-party account.

Transfer. "Transfer" means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

Primary Agreement. You agree to keep your funds with us in this account until the maturity date. (An automatically renewable account matures at regular intervals.) You may not transfer this account without first obtaining our written consent. You must present this certificate when you request a withdrawal or a transfer.

This account is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

We may change any term of this agreement. Rules governing changes in interest rates have been provided. For other changes we will give you reasonable notice in writing or by any other method permitted by law.

If any notice is necessary, you all agree that the notice will be sufficient if we mail it to the address listed on page one of this form. You must notify us of any change.

Withdrawals and Transfers. Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on page one in the section bearing the title *Number of Endorsements*. This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time. Unless otherwise specified in writing, only one endorsement is required to withdraw funds from this account.

These same rules apply to define the names and the number of you who can request our consent to a transfer.

Pledges. Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject first to the payment of the debt.

Ownership of Account and Beneficiary Designation. You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account. Such an account is owned by one party.

Multiple-Party Account. Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

Trust Account Subject to Separate Agreement. We will abide by the terms of any separate agreement which clearly pertains to this certificate and which you file with us. Any additional consistent terms stated on this form will also apply.

Rights at Death

Single Party Account. At death of party, ownership passes as part of party's estate.

Multiple-Party Account with Right of Survivorship. At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount

to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares.

Multiple-Party Account without Right of Survivorship. At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account with POD (Pay-On-Death) Designation. At death of party, ownership passes to POD beneficiaries and is not part of party's estate.

Multiple-Party Account with Right of Survivorship and POD (Pay-on-Death) Designation. At death of last surviving party, ownership passes to POD beneficiaries and is not part of last surviving party's estate.

Set-Off. You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. The amount subject to set-off is that proportion to which you are or were immediately before your death, beneficially entitled, and in the absence of proof of net contributions, to an equal share with all parties having present rights of withdrawal. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

Balance Computation Method. We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the principal in the account each day.

Transaction Limitations. You cannot make additional deposits to this account during a term (other than credited interest). You cannot withdraw principal from this account without our consent except on or after maturity. (For accounts that automatically renew, there is a grace period after each renewal date during which withdrawals are permitted without penalty.)

In certain circumstances, such as the death or incompetence of an account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

For Accounts that Automatically Renew. Each renewal term will be the same _____, beginning on the maturity date (unless we notify you, in writing, before a maturity date, of a different term for renewal).

You must notify us in writing before, or within a 10 _____ day grace period after, the maturity date if you do not want this account to automatically renew.

Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term.

The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. On accounts with terms of longer than one month we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

See your plan disclosure if this account is part of an IRA or Keogh.

Certificate of Deposit

Date Opened: 01/11/2023 **Term:** 9 Months **Tax ID:** 840676952 **Number:** 5700002751

Account Number: 5700002751

Dollar Amount of Deposit: One Hundred Thousand Dollars And No Cents \$ 100,000.00

This Time Deposit is Issued to:

DELTA HOUSING AUTHORITY
VOUCHER PROGRAM

501 14TH ST
DELTA CO 81416

Issuer: BANK OF COLORADO-PINNACLE BANK

1443 MESA VIEW DRIVE
DELTA, CO 81416

Not Negotiable - Not Transferable - Additional terms are below.

By _____

Additional Terms and Disclosures

This form contains the terms for your time deposit. It is also the Truth-in-Savings disclosure for those depositors entitled to one. There are additional terms and disclosures on page two of this form, some of which explain or expand on those below. You should keep one copy of this form.

Maturity Date. This account matures 10/11/2023
(See below for renewal information.)

Rate Information. The interest rate for this account is _____% with an annual percentage yield of _____%. This rate will be paid until the maturity date specified above. Interest begins to accrue on the business day you deposit any noncash item (for example, a check). Interest will be compounded Quarterly.

Interest will be credited on calendar quarters with remaining interest on maturity date.

- The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.
- If you close your account before interest is credited, you will not receive the accrued interest.

The **Number of Endorsements** needed for withdrawal or any other purpose is: 1

Minimum Balance Requirement. You must make a minimum deposit to open this account of \$ 1,000.00.

You must maintain this minimum balance on a daily basis to earn the annual percentage yield disclosed.

Withdrawals of Interest. Interest accrued credited during a term can be withdrawn: before maturity of that term – penalty will apply.

Early Withdrawal Penalty. If we consent to a request for a withdrawal that is otherwise not permitted you may have to pay a penalty. The penalty will be an amount equal to: three months'

_____ interest on the amount withdrawn.

Renewal Policy

- Single Maturity.** If checked, this account will not automatically renew. Interest will will not accrue after maturity.
- Automatic Renewal.** If checked, this account will automatically renew on the maturity date. (see page two for terms)
Interest will will not accrue after final maturity.

Account Ownership (Select One and Initial)

- Single Party Account _____
- Multiple Party Account _____
- Trust - Separate Agreement dated: _____
- _____

Rights at Death (Select One and Initial)

- Single Party Account _____
- Multiple Party Account with Right of Survivorship _____
- Multiple Party Account without Right of Survivorship _____
- Single Party Account with Pay on Death _____
- Multiple Party Account with Right of Survivorship and Pay on Death _____

Pay On Death Beneficiaries. To add Pay On Death Beneficiaries' name one or more:

TIN: 840676952

Social Security or Employer's I.D. Number. A correct taxpayer identification number is required for almost every type of account. A certification of this number is also required and is contained on the first copy of this certificate.

Backup Withholding. A certification that you are not subject to backup withholding is necessary for almost all accounts (except for persons who are exempt altogether) - and a certification that the FATCA code (if any) is correct. These certifications are contained on the first copy of this form. Failure to provide these certifications when required will cause us to withhold a percentage of the interest earned (for payments to the IRS). Providing a false certification can result in serious federal penalties.

Endorsements. Sign Only When You Request Withdrawal

- X _____
- X _____
- X _____

Definitions. "We," "our," and "us" mean the issuer of this account and "you" and "your" mean the depositor(s). "Account" means the original certificate of deposit as well as the deposit it evidences. "Party" means a person who by the terms of the account, has a present right, subject to request, to payment from a multiple-party account.

Transfer. "Transfer" means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

Primary Agreement. You agree to keep your funds with us in this account until the maturity date. (An automatically renewable account matures at regular intervals.) You may not transfer this account without first obtaining our written consent. You must present this certificate when you request a withdrawal or a transfer.

This account is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

We may change any term of this agreement. Rules governing changes in interest rates have been provided. For other changes we will give you reasonable notice in writing or by any other method permitted by law.

If any notice is necessary, you all agree that the notice will be sufficient if we mail it to the address listed on page one of this form. You must notify us of any change.

Withdrawals and Transfers. Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on page one in the section bearing the title *Number of Endorsements*. This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time. Unless otherwise specified in writing, only one endorsement is required to withdraw funds from this account.

These same rules apply to define the names and the number of you who can request our consent to a transfer.

Pledges. Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject first to the payment of the debt.

Ownership of Account and Beneficiary Designation. You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account. Such an account is owned by one party.

Multiple-Party Account. Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

Trust Account Subject to Separate Agreement. We will abide by the terms of any separate agreement which clearly pertains to this certificate and which you file with us. Any additional consistent terms stated on this form will also apply.

Rights at Death

Single Party Account. At death of party, ownership passes as part of party's estate.

Multiple-Party Account with Right of Survivorship. At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount

to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares.

Multiple-Party Account without Right of Survivorship. At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account with POD (Pay-On-Death) Designation. At death of party, ownership passes to POD beneficiaries and is not part of party's estate.

Multiple-Party Account with Right of Survivorship and POD (Pay-on-Death) Designation. At death of last surviving party, ownership passes to POD beneficiaries and is not part of last surviving party's estate.

Set-Off. You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. The amount subject to set-off is that proportion to which you are or were immediately before your death, beneficially entitled, and in the absence of proof of net contributions, to an equal share with all parties having present rights of withdrawal. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

Balance Computation Method. We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the principal in the account each day.

Transaction Limitations. You cannot make additional deposits to this account during a term (other than credited interest). You cannot withdraw principal from this account without our consent except on or after maturity. (For accounts that automatically renew, there is a grace period after each renewal date during which withdrawals are permitted without penalty.)

In certain circumstances, such as the death or incompetence of an account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

For Accounts that Automatically Renew. Each renewal term will be the same _____, beginning on the maturity date (unless we notify you, in writing, before a maturity date, of a different term for renewal).

You must notify us in writing before, or within a 10 _____ day grace period after, the maturity date if you do not want this account to automatically renew.

Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term.

The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. On accounts with terms of longer than one month we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

See your plan disclosure if this account is part of an IRA or Keogh.

Certificate of Deposit

Date Opened: 01/11/2023 **Term:** 12 Months **Tax ID:** 840676952 **Number:** 5700002752

Account Number: 5700002752

Dollar Amount of Deposit: One Hundred Thousand Dollars And No Cents \$ 100,000.00

This Time Deposit is Issued to:

Issuer: BANK OF COLORADO-PINNACLE BANK

DELTA HOUSING AUTHORITY
VOUCHER PROGRAM

1443 MESA VIEW DRIVE
DELTA, CO 81416

501 14TH ST
DELTA CO 81416

Not Negotiable - Not Transferable - Additional terms are below.

By _____

Additional Terms and Disclosures

This form contains the terms for your time deposit. It is also the Truth-in-Savings disclosure for those depositors entitled to one. There are additional terms and disclosures on page two of this form, some of which explain or expand on those below. You should keep one copy of this form.

Maturity Date. This account matures 01/11/2024
(See below for renewal information.)

Rate Information. The interest rate for this account is _____% with an annual percentage yield of _____%. This rate will be paid until the maturity date specified above. Interest begins to accrue on the business day you deposit any noncash item (for example, a check). Interest will be compounded Quarterly

Interest will be credited on calendar quarters with remaining interest on maturity date.

- The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.
- If you close your account before interest is credited, you will not receive the accrued interest.

The **Number of Endorsements** needed for withdrawal or any other purpose is: 1

Minimum Balance Requirement. You must make a minimum deposit to open this account of \$ 1,000.00

- You must maintain this minimum balance on a daily basis to earn the annual percentage yield disclosed.

Withdrawals of Interest. Interest accrued credited during a term can be withdrawn: before maturity of that term -- penalty will apply

Early Withdrawal Penalty. If we consent to a request for a withdrawal that is otherwise not permitted you may have to pay a penalty. The penalty will be an amount equal to: three months'

_____ interest on the amount withdrawn.

Renewal Policy

- Single Maturity.** If checked, this account will not automatically renew. Interest will will not accrue after maturity.
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Account Ownership (Select One and Initial)

- Single Party Account _____
- Multiple Party Account _____
- Trust - Separate Agreement dated: _____
- _____

Rights at Death (Select One and Initial)

- Single Party Account _____
- Multiple Party Account with Right of Survivorship _____
- Multiple Party Account without Right of Survivorship _____
- Single Party Account with Pay on Death _____
- Multiple Party Account with Right of Survivorship and Pay on Death _____

Pay On Death Beneficiaries. To add Pay On Death Beneficiaries' name one or more:

TIN: 840676952

Social Security or Employer's I.D. Number. A correct taxpayer identification number is required for almost every type of account. A certification of this number is also required and is contained on the first copy of this certificate.

Backup Withholding. A certification that you are not subject to backup withholding is necessary for almost all accounts (except for persons who are exempt altogether) - and a certification that the FATCA code (if any) is correct. These certifications are contained on the first copy of this form. Failure to provide these certifications when required will cause us to withhold a percentage of the interest earned (for payments to the IRS). Providing a false certification can result in serious federal penalties.

Endorsements. Sign Only When You Request Withdrawal

- X _____
- X _____
- X _____

Definitions. "We," "our," and "us" mean the issuer of this account and "you" and "your" mean the depositor(s). "Account" means the original certificate of deposit as well as the deposit it evidences. "Party" means a person who by the terms of the account, has a present right, subject to request, to payment from a multiple-party account.

Transfer. "Transfer" means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

Primary Agreement. You agree to keep your funds with us in this account until the maturity date. (An automatically renewable account matures at regular intervals.) You may not transfer this account without first obtaining our written consent. You must present this certificate when you request a withdrawal or a transfer.

This account is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

We may change any term of this agreement. Rules governing changes in interest rates have been provided. For other changes we will give you reasonable notice in writing or by any other method permitted by law.

If any notice is necessary, you all agree that the notice will be sufficient if we mail it to the address listed on page one of this form. You must notify us of any change.

Withdrawals and Transfers. Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on page one in the section bearing the title *Number of Endorsements*. This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time. Unless otherwise specified in writing, only one endorsement is required to withdraw funds from this account.

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Pledges. Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject first to the payment of the debt.

Ownership of Account and Beneficiary Designation. You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account. Such an account is owned by one party.

Multiple-Party Account. Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

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Single Party Account. At death of party, ownership passes as part of party's estate.

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to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares.

Multiple-Party Account without Right of Survivorship. At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account with POD (Pay-On-Death) Designation. At death of party, ownership passes to POD beneficiaries and is not part of party's estate.

Multiple-Party Account with Right of Survivorship and POD (Pay-on-Death) Designation. At death of last surviving party, ownership passes to POD beneficiaries and is not part of last surviving party's estate.

Set-Off. You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. The amount subject to set-off is that proportion to which you are or were immediately before your death, beneficially entitled, and in the absence of proof of net contributions, to an equal share with all parties having present rights of withdrawal. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

Balance Computation Method. We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the principal in the account each day.

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You must notify us in writing before, or within a 10 day grace period after, the maturity date if you do not want this account to automatically renew.

Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term.

The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. On accounts with terms of longer than one month we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

See your plan disclosure if this account is part of an IRA or Keogh.



MEMO

AGENDA ITEM #5(C)

MEETING DATE: January 25, 2023

STAFF CONTACT: Ute Jantz, Executive Director

TITLE: Board Resolution #656-23 Adoption the Tenant Selection Plan for the Affordable Housing Program (DHA-owned units)

ACTION: Discussion - Motion and Roll Call

ATTACHMENTS: Board Resolution #656-23; Tenant Selection Plan

SUMMARY:

In 2020, Delta Housing Authority, as the Subgrantee, received a grant from the Colorado Department of Local Affairs (DOLA) in the amount of \$99,500 for the remodel of the 953 A Street and 932 Bluff Street houses. One of the grant requirements is to adopt a Tenant Selection Plan to ensure fair and consistent selection of tenants. We modeled the plan after our Public Housing tenant selection policies. Please see attached plan.

RECOMMENDATION:

Approval of Resolution #656-23



BOARD RESOLUTION #656-23

A RESOLUTION OF THE DELTA HOUSING AUTHORITY BOARD OF COMMISSIONERS ADOPTING THE TENANT SELECTION PLAN FOR THE AFFORDABLE HOUSING PROGRAM (DHA-OWNED UNITS)

WHEREAS, the Delta Housing Authority (DHA) Board of Commissioners adopted a mission to assist in providing housing that is safe, decent and affordable; and

WHEREAS, DHA operates the Affordable Housing Program for DHA-owned units; and

WHEREAS, DHA, as Subgrantee, has entered into a grant agreement with the Colorado Department of Local Affairs (DOLA) in the amount of \$99,500 for the remodel of two DHA-owned units; and

WHEREAS, the DHA Board of Commissioners desires to ensure that the Affordable Housing Program operates within the parameters established by the DOLA grant agreement and thus directed the creation of a Tenant Selection plan; and

WHEREAS, authority staff drafted a Tenant Selection Plan and is recommending approval of said plan; and

WHEREAS, the DHA Board of Commissioners finds the proposed Tenant Selection Plan is necessary and appropriate to best serve the needs of the program participants.

NOW, THEREFORE, BE IT RESOLVED that the DHA Board of Commissioners hereby approves and adopts the Tenant Selection Plan for the Affordable Housing Program attached hereto as Exhibit A;

BE IT FURTHER RESOLVED that this Resolution shall be effective January 25, 2023

ADOPTED this 25th day of January, 2023

Chair or Vice-Chair
Delta Housing Authority Board of Commissioners



Delta-Housing Authority (DHA) Affordable Housing Program (Scattered DHA-Owned Units) CDBG Tenant Selection Plan

Eligibility

The criteria for eligibility are as follows:

Application

- Date and time of application.
- No preference points apply.

Closing and Reopening the Waiting List

A) Closing the Waiting List

A Public Housing Authority (PHA) is permitted to close the waiting list, in whole or in part, if it has an adequate pool of families to fully lease units in all of its developments. The PHA may close the waiting list completely, or restrict intake by preference, type of project, or by size and type of dwelling unit.

PHA Policy

The PHA will close the waiting list when the estimated waiting period for housing applicants on the list reaches 24 months for the most current applicants. Where the PHA has particular preferences or other criteria that require a specific category of family, the PHA may elect to continue to accept applications from these applicants while closing the waiting list to others.

B) Reopening the Waiting List

If the waiting list has been closed, it may be reopened at any time. The PHA should publish a notice announcing the opening of the waiting list in local newspapers of general circulation, minority media, and other suitable media outlets. Such notice must comply with HUD fair housing requirements. The PHA should specify who may apply, and where and when applications will be received.

PHA Policy

The PHA will announce the reopening of the waiting list at least 10 business days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice. The notice will inform applicants of the date, time, method, and place applications can be obtained and submitted,

how blank applications may be obtained (e.g., from what addresses, community sites, and websites), all methods by which applications will be accepted (e.g., in person, by phone, by fax, by email), a point of contact who can answer questions, any limitations on who may apply, and any other information the applicant may need to successfully submit the application. The PHA will describe its prioritization system or whether it uses a lottery and will clearly state that this system will be used to place applicants on the waiting list. To ensure that public notices broadly reach potential applicants in all communities throughout the housing market area, the PHA will distribute public notices to local community-based organizations, such as social service agencies and religious institutions; distribute the notice online through the PHA's website or social media platforms and other online platforms for local housing news; and make use of any local newspapers of general circulation, minority media, and other suitable means. The PHA will give public notice by publishing the relevant information using the following media outlets:

- *The Delta County Independent*

Eligible Beneficiaries

"Eligible Beneficiaries" are households that are:

1. lawfully present in the United States pursuant to 8 U.S.C Section 1601, et seq.,
AND
2. whose annual income is at or below 80% of the Area Median Income ("AMI") limit in effect at the time such household occupies a rental housing unit. Income limits are published annually by the State, on the Division of Housing's website, based on indexes published by HUD. If such indexes are no longer published, income limits shall be based on an equivalent index designed by the State.

Unit Type:

2-BR Unit – Annual income must be at or below 80% AMI

Provision of Social Security Numbers

All applicants are required to provide Social Security numbers for all family members.

Evidence of Citizenship or Eligible Immigration Status

All applicants are required to provide verification of citizenship and/or eligible immigration status in accordance with CFR 982.153 (b) (9) prior to admission.

Other Criteria for Admission

All applicants will be screened for factors that relate to the sustainability of the Applicant family as tenants. Such factors include (but are not limited to) prior rent paying history, outstanding debts owed to previous owners, history of damage to rental properties, employment, use of drugs or violent criminal activity, etc.

Denial of Admission

Required Denial of Admission [24 CFR 960.204]

PHAs are required to establish standards that prohibit admission of an applicant to housing if they have engaged in certain criminal activity or if the PHA has reasonable

cause to believe that a household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. Where the statute requires that the PHA prohibit admission for a prescribed period of time after some disqualifying behavior or event, the PHA may choose to continue that prohibition for a longer period of time [24 CFR 960.203(c)(3)(ii)].

The Department of Housing and Urban Development (HUD) requires to deny assistance in the following cases:

- If any member of the household has been evicted from housing in the last three years for drug-related criminal activity. HUD permits but does not require the PHA to admit an otherwise eligible family if the household member has completed a PHA-approved drug rehabilitation program or the circumstances which lead to eviction no longer exist, e.g. the person involved in the criminal activity no longer lives in the household.

PHA Policy

The PHA will admit an otherwise-eligible family who was evicted from housing within the past three years for drug-related criminal activity, if the PHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by the PHA, or the person who committed the crime is no longer living in the household.

- The PHA determines that any household member is currently engaged in the use of illegal drugs. *Drug* means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]. *Currently engaged in the illegal use of a drug* means a person has engaged in the behavior recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member [24 CFR 960.205(b)(1)].

PHA Policy

'*Currently engaged in*' is defined as any use of illegal drugs during the previous three months.

- The PHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

PHA Policy

In determining reasonable cause, the PHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A record or records of arrest will not be used as the sole basis for the denial or proof that the applicant engaged in disqualifying criminal activity. The PHA will also consider evidence from treatment providers or community-based organizations providing services to household members.

- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.

- Any household member is subject to a lifetime registration requirement under a state lifetime sex offender registration program.

Other Permitted Reasons for Denial of Admission

Criminal Activity [24 CFR 960.203(c)] The PHA is responsible for screening family behavior and suitability for tenancy. In doing so, the PHA may consider an applicant's history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety, or welfare of other tenants.

PHA Policy

If any household member is currently engaged in or has engaged in any of the following criminal activities within the past three years, the family will be denied admission.

Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].

Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100]. Criminal activity that may threaten the health, safety, or welfare of other tenants [24 CFR 960.203(c) (3)].

Criminal activity that may threaten the health or safety of PHA staff, contractors, subcontractors, or agents.

Criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse.

Evidence of such criminal activity includes, but is not limited to:

Any record of convictions, arrests, or evictions for suspected drug-related or violent criminal activity of household members within the past three years.

A record or records of arrest will not be used as the sole basis for the denial or proof that the applicant engaged in disqualifying criminal activity.

In making its decision to deny assistance, the PHA will consider the factors discussed. Upon consideration of such factors, the PHA may, on a case-by-case basis, decide not to deny assistance.

Previous Behavior [960.203(c) and (d) and PH Occ GB, p. 48] HUD authorizes the PHA to deny admission based on relevant information pertaining to the family's previous behavior and suitability for tenancy. In the event of the receipt of unfavorable information with respect to an applicant, the PHA must consider the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). The PHA may also need to consider whether the cause of the

unfavorable information may be that the applicant is the victim of domestic violence, dating violence, sexual assault, or stalking.

PHA Policy

The PHA will deny admission to an applicant family if the PHA determines that the family:

Has a pattern of unsuitable past performance in meeting financial obligations, including rent within the past three years.

Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past three years which may adversely affect the health, safety, or welfare of other tenants.

Owes rent or other amounts to this or any other PHA or owner in connection with any assisted housing program.

Misrepresented or does not provide complete information related to eligibility, including income, award of preferences for admission, expenses, family composition or rent.

Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last three years.

Owes rent or other amounts to any PHA in connection with Section 8, public housing, or other public housing assistance under the 1937 Act, unless the family repays the full amount of the debt prior to being selected from the waiting list.

Screening

Screening for Eligibility

PHAs are authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission. This authority assists the PHA in complying with HUD requirements and PHA policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records the PHA must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903].

The PHA may not pass along to the applicant the costs of a criminal records check [24 CFR 960.204(d)].

PHA Policy

The PHA will perform a background check for every adult household member age 18 years and older for admission to the program according to the reasons to deny assistance above. The PHA will obtain criminal background records and review them for arrests or convictions from law enforcement agencies. The PHA will not conduct additional screening to determine an applicant's suitability for tenancy.

PHAs are required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 960.204(a)(4)].

PHA Policy

The PHA will use the Dru Sjodin National Sex Offender database to screen applicants for admission.

Additionally, PHAs must ask whether the applicant, or any member of the applicant's household, is subject to a lifetime registered sex offender registration requirement in any state [Notice PIH 2012-28].

If the PHA proposes to deny admission based on a criminal record or on lifetime sex offender registration information, the PHA must notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission [24 CFR 5.903(f) and 5.905(d)].

Obtaining Information from Drug Treatment Facilities [24 CFR 960.205]

HUD authorizes PHAs to request and obtain information from drug abuse treatment facilities concerning applicants. Specifically, the PHA may require each applicant to submit for all household members who are at least 18 years of age, and for each family head, spouse, or cohead regardless of age, one or more consent forms signed by such household members that requests any drug abuse treatment facility to inform the PHA whether the drug abuse treatment facility has reasonable cause to believe that the household member is currently engaging in illegal drug use.

Drug Abuse Treatment Facility means an entity that holds itself out as providing, and provides, diagnosis, treatment, or referral for treatment with respect to the illegal drug use, and is either an identified unit within a general care facility, or an entity other than a general medical care facility.

Currently engaging in illegal use of a drug means illegal use of a drug that occurred recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member.

Any consent form used for the purpose of obtaining information from a drug abuse treatment facility to determine whether a household member is currently engaging in illegal drug use must expire automatically after the PHA has made a final decision to either approve or deny the admission of such person.

Any charges incurred by the PHA for information provided from a drug abuse treatment facility may not be passed on to the applicant or tenant.

If the PHA chooses to obtain such information from drug abuse treatment facilities, it must adopt and implement one of the two following policies:

Policy A: The PHA must submit a request for information to a drug abuse treatment facility for all families before they are admitted. The request must be submitted for each proposed household

member who is at least 18 years of age, and for each family head, spouse, or cohead regardless of age.

Policy B: The PHA must submit a request for information only for certain household members, whose criminal record indicates prior arrests or conviction for any criminal activity that may be a sole basis for denial of admission or whose prior tenancy records indicate that the proposed household member engaged in destruction of property or violent activity against another person, or they interfered with the right of peaceful enjoyment of the premises of other residents.

If the PHA chooses to obtain such information, it must abide by the HUD requirements for records management and confidentiality as described in 24 CFR 960.205(f).

PHA Policy

The PHA will obtain information from drug abuse treatment facilities to determine whether any applicant family's household members are currently engaging in illegal drug activity only when the PHA has determined that the family will be denied admission based on a family member's drug-related criminal activity, and the family claims that the culpable family member has successfully completed a supervised drug or alcohol rehabilitation program.

Screening for Suitability as a Tenant [24 CFR 960.203(c)]

The PHA is responsible for the screening and selection of families to occupy units. The PHA may consider all relevant information. Screening is important to communities and program integrity, and to ensure that assisted housing is provided to those families that will adhere to lease obligations.

PHA Policy

The PHA will consider the family's history with respect to the following factors:

- Payment of rent and utilities
- Caring for a unit and premises
- Respecting the rights of other residents to the peaceful enjoyment of their housing
- Criminal activity that is a threat to the health, safety, or property of others
- Behavior of all household members as related to the grounds for denial
- Compliance with any other essential conditions of tenancy

Resources Used to Check Applicant Suitability

PHAs have a variety of resources available to them for determination of the suitability of applicants. Generally, PHAs should reject applicants who have recent behavior that would warrant lease termination for a public housing resident.

PHA Policy

In order to determine the suitability of applicants the PHA will examine applicant history for the past three years. Such background checks will include:

Past Performance in Meeting Financial Obligations, Especially Rent

PHA and landlord references for the past three years, gathering information about past performance meeting rental obligations such as rent payment record, late payment record, whether the PHA/landlord ever began or

completed lease termination for non-payment, and whether utilities were ever disconnected in the unit. PHAs and landlords will be asked if they would rent to the applicant family again.

Utility company references covering the monthly amount of utilities, late payment, disconnection, return of a utility deposit and whether the applicant can get utilities turned on in their name. (Use of this inquiry will be reserved for applicants applying for units where there are tenant-paid utilities.)

If an applicant has no rental payment history the PHA will check court records of eviction actions and other financial judgments, and credit reports. A lack of credit history will not disqualify someone from becoming a public housing resident, but a poor credit rating may.

Applicants with no rental payment history will also be asked to provide the PHA with personal references. The references will be requested to complete a verification of the applicant's ability to pay rent if no other documentation of ability to meet financial obligations is available. The applicant will also be required to complete a checklist documenting their ability to meet financial obligations.

If previous landlords or the utility company do not respond to requests from the PHA, the applicant may provide other documentation that demonstrates their ability to meet financial obligations (e.g. rent receipts, cancelled checks, etc.)

Disturbances of Neighbors, Destruction of Property or Living or Housekeeping Habits at Prior Residences that May Adversely Affect Health, Safety, or Welfare of Other Tenants, or Cause Damage to the Unit or the Development

PHA and landlord references for the past three years, gathering information on whether the applicant kept a unit clean, safe and sanitary; whether they violated health or safety codes; whether any damage was done by the applicant to a current or previous unit or the development, and, if so, how much the repair of the damage cost; whether the applicant's housekeeping caused insect or rodent infestation; and whether the neighbors complained about the applicant or whether the police were ever called because of disturbances.

Police and court records within the past three years will be used to check for any evidence of disturbance of neighbors or destruction of property that might have resulted in arrest or conviction. A record or records of arrest will not be used as the sole basis for the denial or proof that the applicant engaged in disqualifying activity.

A personal reference will be requested to complete a verification of the applicant's ability to care for the unit and avoid disturbing neighbors if no other documentation is available. In these cases, the applicant will also be

required to complete a checklist documenting their ability to care for the unit and to avoid disturbing neighbors.

Home visits may be used to determine the applicant's ability to care for the unit.

Criteria For Deciding To Deny Admission

I. Evidence

PHA Policy

The PHA will use the preponderance of the evidence as the standard for making all admission decisions.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

II. Consideration of Circumstances [24 CFR 960.203(c)(3) and (d)]

HUD authorizes the PHA to consider all relevant circumstances when deciding whether to deny admission based on a family's past history except in the situations for which denial of admission is mandated (see Section 3-III.B).

In the event the PHA receives unfavorable information with respect to an applicant, consideration must be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). In a manner consistent with its policies, PHAs may give consideration to factors which might indicate a reasonable probability of favorable future conduct.

PHA Policy

The PHA will consider the following facts and circumstances prior to making its decision:

The seriousness of the case, especially with respect to how it would affect other residents' safety or property

The effects that denial of admission may have on other members of the family who were not involved in the action or failure to act

The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, dating violence, sexual assault, or stalking

The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history and the likelihood of favorable conduct in the future

While a record or records of arrest will not be used as the sole basis for denial, an arrest may trigger an investigation to determine whether the applicant actually engaged in disqualifying criminal activity. As part of its investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider:

Any statements made by witnesses or the applicant not included in the police report

Whether criminal charges were filed

Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal

Any other evidence relevant to determining whether or not the applicant engaged in disqualifying activity

Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property

Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs

In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully

The PHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

III. Removal of a Family Member's Name from the Application

Should the PHA's screening process reveal that an applicant's household includes an individual subject to state lifetime registered sex offender registration, the PHA must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the PHA must deny admission to the family [Notice PIH 2012-28].

For other criminal activity, the PHA may permit the family to exclude the culpable family members as a condition of eligibility. [24 CFR 960.203(c)(3)(i)].

PHA Policy

As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the public housing unit. After admission to the program, the family must present evidence of the former family member's current address upon PHA request.

IV. Reasonable Accommodation

If the family includes a person with disabilities, the PHA's decision concerning denial of admission is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

PHA Policy

If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission, the PHA will determine whether the behavior is related to the disability. If so, upon the family's request, the PHA will determine whether alternative measures are appropriate as a reasonable accommodation. The PHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of admission.

V. Prohibition Against Denial Of Assistance To Victims Of Domestic Violence, Dating Violence, Sexual Assault, Or Stalking

The Violence against Women Act of 2013 (VAWA) and the HUD regulation at 24 CFR 5.2005(b) prohibit PHAs from denying admission to an otherwise qualified applicant on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

Notification

VAWA 2013 expanded notification requirements to include the obligation for PHAs to provide applicants who are denied assistance with a VAWA Notice of Occupancy Rights (form HUD-5380) and a domestic violence certification form (HUD-5382) at the time the applicant is denied.

PHA Policy

The PHA acknowledges that a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history (e.g., a poor credit history, poor rental history, a record of previous damage to an apartment, a prior arrest record) due to adverse factors that would warrant denial under the PHA's policies.

While the PHA is not required to identify whether adverse factors that resulted in the applicant's denial are a result of domestic violence, dating violence, sexual assault, or stalking, the applicant may inform the PHA that their status as a victim is directly related to the grounds for the denial. The PHA will request that the applicant provide enough information to the PHA to allow the PHA to make an objectively reasonable determination, based on all circumstances, whether the adverse factor is a direct result of their status as a victim.

The PHA will include in its notice of denial information about the protection against denial provided by VAWA, a notice of VAWA rights, and a copy of the form HUD-5382. The PHA will request in writing that an applicant wishing to claim this protection notify the PHA within 14 business days.

Documentation

- Victim Documentation [24 CFR 5.2007]

PHA Policy

If an applicant claims the protection against denial of admission that VAWA provides to victims of domestic violence, dating violence, sexual assault, or stalking, the PHA will request in writing that the applicant provide documentation supporting the.

- Perpetrator Documentation

PHA Policy

If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

A signed statement (1) requesting that the perpetrator be removed from the application and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the unit

Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to their belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

VI. Notice Of Eligibility Or Denial

The PHA will notify an applicant family of its final determination of eligibility.

If a PHA uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before the PHA can move to deny the application. In addition, a copy of the record must be provided to the subject of the record [24 CFR 5.903(f) and 5.905(d)].

PHA Policy

If, based on a criminal record or sex offender registration information an applicant family appears to be ineligible, the PHA will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact the PHA to dispute the information within that 10 day period, the PHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal hearing process.

Leasing and Occupancy

Unit Density Standards

The unit density standards are as follows:

Unit Size	Minimum Density Range	Maximum Density Range
2 Bedroom	1 Persons	4 Persons

Certification/Recertification of Family Income:

Families will be required to report their income and household composition and to supply any other documentation required by DHA. The family must do so by the date specified by DHA.

DHA performs an annual recertification of all tenant files one year from date of occupancy and each year thereafter. Normally, this initial written notice will be sent 90 days in advance of the scheduled annual re-examination effective date, the head of household will be notified by mail that he/she is required to schedule an appointment for a re-examination interview by a specified date. The tenant will be instructed to fill out the recertification form and bring it and the documents that verify the information to the interview. When the information is reviewed, all necessary documents are prepared and signed by the family, and when all other requirements have been met.

Transfer Policy

Emergency Transfers

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the PHA must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time [24 CFR 966.4(h)].

The VAWA 2013 final rule requires the PHA to adopt an emergency transfer plan for victims of domestic violence, dating violence, sexual assault, or stalking.

PHA Policy

The following are considered emergency circumstances warranting an immediate transfer of the tenant or family:

Maintenance conditions in the resident's unit, building or at the site that pose an immediate, verifiable threat to the life, health, or safety of the resident or family members that cannot be repaired or abated within 24 hours. Examples of such unit or building conditions would include: a gas leak, no heat in the building during the winter, no water, toxic contamination, and serious water leaks.

A verified incident of domestic violence, dating violence, sexual assault, or stalking. For instances of domestic violence, dating violence, sexual assault, or stalking, the threat may be established through documentation. In order to request the emergency transfer, the requestor must submit an emergency transfer request form (HUD-5383), although, the PHA may waive this requirement in order to expedite the transfer process.

The PHA will immediately process requests for transfers due to domestic violence, dating violence, sexual assault, or stalking. The PHA will allow a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately available. The PHA defines *immediately available* as a vacant unit, that is ready for move-in within a reasonable period of time, not to exceed [30 days]. If an internal transfer to

a safe unit is not immediately available, the PHA will assist the resident in seeking an external emergency transfer either within or outside the PHA's programs.

Emergency Transfer Procedures

PHA Policy

Any condition that would produce an emergency work order would qualify a family for an emergency transfer if the repairs cannot be made within 24 hours.

If the transfer is necessary because of maintenance conditions, and an appropriate unit is not immediately available, the PHA will provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location. The family is entitled to alternative accommodations even if the tenant, household member, guest, or other covered person is responsible for the damage that caused the hazard or if a family is in the process of being evicted.

If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time, the PHA will transfer the resident to the first available and appropriate unit after the temporary relocation.

Emergency transfers that arise due to maintenance conditions are mandatory for the tenant.

If the emergency transfer is necessary to protect a victim of domestic violence, dating violence, sexual assault, or stalking, the PHA will follow procedures.

Costs Of Transfer

PHA Policy

The PHA will bear the reasonable costs of temporarily accommodating the tenant and of long-term transfers, if any, due to emergency conditions.

The reasonable cost of transfers includes the cost of packing, moving, and unloading.

The PHA will establish a moving allowance based on the typical costs in the community of packing, moving, and unloading. To establish typical costs, the PHA will collect information from companies in the community that provide these services.

The PHA will reimburse the family for eligible out-of-pocket moving expenses up to the PHA's established moving allowance.

Part II: PHA Required Transfers

Types Of PHA Required Transfers

PHA Policy

The types of transfers that may be required by the PHA, include, but are not limited to, transfers to make an accessible unit available for a disabled family, transfers to comply with

occupancy standards, transfers for demolition, disposition, revitalization, or rehabilitation, and emergency transfers as discussed in Part I.

Transfers required by the PHA are mandatory for the tenant.

Transfers to Make an Accessible Unit Available

When a family is initially given an accessible unit, but does not require the accessible features, the PHA may require the family to agree to move to a non-accessible unit when it becomes available [24 CFR 8.27(b)].

PHA Policy

When a non-accessible unit becomes available, the PHA will transfer a family living in an accessible unit that does not require the accessible features, to an available unit that is not accessible. The PHA may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features out of the accessible unit.

Occupancy Standards Transfers

The PHA may require a resident to move when a reexamination indicates that there has been a change in family composition, and the family is either overcrowded or over-housed according to PHA policy [24 CFR 960.257(a)(4)]. On some occasions, the PHA may initially place a resident in an inappropriately sized unit at lease-up, where the family is over-housed, to prevent vacancies. The lease must include the tenant's agreement to transfer to an appropriately sized unit based on family composition [24 CFR 966.4(c)(3)].

PHA Policy

The PHA will transfer a family when the family size has changed and the family is now too large (overcrowded) or too small (over-housed) for the unit occupied.

For purposes of the transfer policy, overcrowded and over-housed are defined as follows:

Overcrowded: the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides.

Over-housed: the family no longer qualifies for the bedroom size in which they are living based on the PHA's occupancy standards.

The PHA may also transfer a family who was initially placed in a unit in which the family was over-housed to a unit of an appropriate size based on the PHA's occupancy standards, when the PHA determines there is a need for the transfer.

The PHA may elect not to transfer an over-housed family in order to prevent vacancies.

A family that is required to move because of family size will be advised by the PHA that a transfer is necessary and that the family has been placed on the transfer list.

Families that request and are granted an exception to the occupancy standards (for either a larger or smaller size unit). will only be required to transfer if it is necessary to comply with the approved exception.

Adverse Action [24 CFR 966.4(e)(8)(i)]

A PHA required transfer is an adverse action. As an adverse action, the transfer is subject to the requirements regarding notices of adverse actions. If the family requests a grievance hearing within the required timeframe, the PHA may not take action on the transfer until the conclusion of the grievance process.

Cost Of Transfer*PHA Policy*

The PHA will bear the reasonable costs of transfers that the PHA requires, except that residents will be required to bear the cost of occupancy standards transfers.

The reasonable costs of transfers include the cost of packing, moving, and unloading.

Rather than reimbursing the family for eligible, reasonable expenses related to the move, the PHA will either complete the move, or make arrangements and pay for the move.

Transfers Requested By Tenants**Types Of Resident Requested Transfers***PHA Policy*

The types of requests for transfers that the PHA will consider are limited to requests for transfers to alleviate a serious or life-threatening medical condition, transfers due to a threat of physical harm or criminal activity, reasonable accommodation, transfers to a different unit size as long as the family qualifies for the unit according to the PHA's occupancy standards, and transfers to a location closer to employment. No other transfer requests will be considered by the PHA.

The PHA will consider the following as high priority transfer requests:

When a transfer is needed to alleviate verified medical problems of a serious or life-threatening nature

When there has been a verified threat of physical harm or criminal activity. Such circumstances may, at the PHA's discretion, include an assessment by law enforcement indicating that a family member is the actual or potential victim of a criminal attack, retaliation for testimony, or a hate crime.

When a family requests a transfer as a reasonable accommodation. Examples of a reasonable accommodation transfer include, but are not limited to, a transfer to a first-floor unit for a person with mobility impairment, or a transfer to a unit with accessible features

The PHA will consider the following as regular priority transfer requests:

When a family requests a larger bedroom size unit even though the family does not meet the PHA's definition of overcrowded, as long as the family meets the PHA's occupancy standards for the requested size unit

When the head of household or spouse is employed 25 miles or more from the unit, has no reliable transportation, and public transportation is not adequate

Transfers requested by the tenant are considered optional for the tenant.

Eligibility For Transfer

Transferring residents do not have to meet the admission eligibility requirements pertaining to income or preference. However, the PHA may establish other standards for considering a transfer request.

PHA Policy

Except where reasonable accommodation is being requested, the PHA will only consider transfer requests from residents that meet the following requirements:

Have not engaged in criminal activity that threatens the health and safety of residents and staff

Owe no back rent or other charges, or have a pattern of late payment

Have no housekeeping lease violations or history of damaging property

Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities)

A resident with housekeeping standards violations will not be transferred until the resident passes a follow-up housekeeping inspection.

Exceptions to the good record requirement may be made when it is to the PHA's advantage to make the transfer.

Exceptions will also be made when the PHA determines that a transfer is necessary to protect the health or safety of a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking, and who provides documentation of abuse. Tenants who are not in good standing may still request an emergency transfer under VAWA.

If a family requested to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, the family will not be eligible to transfer to a larger size unit for a period of two years from the date of admission, unless they have a change in family size or composition, or it is needed as a reasonable accommodation.

Security Deposits

PHA Policy

When a family transfers from one unit to another, the PHA will transfer their security deposit to the new unit. The tenant will be billed for any maintenance or others charges due for the "old" unit.

Cost Of Transfer

The PHA must pay moving expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident's disability [Notice PIH 2010-26].

PHA Policy

The resident will bear all of the costs of transfer s/he requests. However, the PHA will bear the transfer costs when the transfer is done as a reasonable accommodation.

Handling Of Requests

PHA Policy

Residents requesting a transfer to another unit or development will be required to submit a written request for transfer.

In order to request the emergency transfer under VAWA, the resident will be required to submit an emergency transfer request form (HUD-5383). The PHA may, on a case-by-case basis, waive this requirement and accept a verbal request in order to expedite the transfer process. If the PHA accepts an individual's statement, the PHA will document acceptance of the statement in the individual's file. Transfer requests under VAWA will be processed in accordance with the PHA's Emergency Transfer Plan. In case of a reasonable accommodation transfer, the PHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, the PHA will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

The PHA will respond by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family, such as documentation of domestic violence, dating violence, sexual assault, or stalking.

If the family does not meet the "good record" requirements, the manager will address the problem and, until resolved, the request for transfer will be denied.

The PHA will respond within ten (10) business days of the submission of the family's request. If the PHA denies the request for transfer, the family will be informed of its grievance rights.

Transfer Processing

Transfer List

PHA Policy

The PHA will maintain a centralized transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties.

Emergency transfers will not automatically go on the transfer list. Instead emergency transfers will be handled immediately, on a case by case basis. If the emergency cannot be resolved by a temporary accommodation, and the resident requires a permanent transfer, the family will be placed at the top of the transfer list.

Transfers will be processed in the following order:

1. Emergency transfers (hazardous maintenance conditions, VAWA)
2. High-priority transfers (verified medical condition, threat of harm or criminal activity, and reasonable accommodation)
3. Transfers to make accessible units available
4. Demolition, renovation, etc.
5. Occupancy standards
6. Other PHA-required transfers
7. Other tenant-requested transfers

Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date.

With the approval of the executive director, the PHA may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis.

Demolition and renovation transfers will gain the highest priority as necessary to allow the PHA to meet the demolition or renovation schedule.

Transfers will take precedence over waiting list admissions.

Transfer Offer Policy

PHA Policy

Residents will receive one offer of a transfer.

When the transfer is required by the PHA, the refusal of that offer without good cause will result in lease termination.

When the transfer has been requested by the resident, the refusal of that offer without good cause will result in the removal of the family from the transfer list. In such cases, the family must wait six months to reapply for another transfer.

Good Cause For Unit Refusal

PHA Policy

Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

The family demonstrates to the PHA's satisfaction that accepting the unit offer will require an adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.

The family demonstrates to the PHA's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency, or documentation of domestic violence, dating violence, or stalking. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.

A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member.

The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

The unit has lead-based paint and the family includes children under the age of six.

The PHA will require documentation of good cause for unit refusals.

Deconcentration

PHA Policy

The PHA is not subject to deconcentration.

Reexamination Policies For Transfers

PHA Policy

The reexamination date will be changed to the first of the month in which the transfer took place.

Full-Time Student [24 CFR 5.603]

A *full-time student* (FTS) is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to determine if attendance is full-time is defined by the educational institution.

Identifying each FTS is important because (1) each family member that is an FTS, other than the head, spouse, or cohead, qualifies the family for a dependent deduction and (2) the income of such an FTS is treated differently from the income of other family members.

Application Process:

The application process will be performed in two phases: A preliminary application will be taken first. This application is for the purposes of obtaining enough information to place the applicant on the waiting list. When the applicant comes to the top of the waiting list and DHA is ready to assist the family with housing, DHA will take another, updated application from the applicant. At that time, DHA will verify income and family composition. The preliminary application will contain the following information.

- Names, ages, social security numbers, place of birth, and ages of all household members;
- Sex and relationship of members;
- Racial identity;
- Addresses and telephone numbers;
- Amount and source of all income and assets.

Once the pre-application is completed, DHA will assess whether the applicant is income eligible for housing. If the applicant is not income eligible, a letter will be sent to the family informing them of the reason why the application was denied.

At the time of initial application, applicants are advised of their responsibility to update their application if they have any changes to their address or household size. DHA will annually purge the waiting list to ensure that it is current and accurate. DHA will mail a letter to the applicant's last known address, requesting information regarding their continued interest in maintaining their place on the waiting list. The request letter will include a 10 calendar day deadline by which applicants must contact DHA of their continued interest, by mail or in person. If DHA fails to receive a response from the applicant by the deadline date, the applicant's name will be removed from the waiting list.

Fair Housing and Equal Opportunity

PART I: Nondiscrimination

Overview

Federal laws require PHAs to treat all applicants and tenant families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial

status, and disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status. The PHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Orders 11063 and 13988
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the *Federal Register* February 3, 2012 and further clarified in Notice PIH 2014-20
- The Violence against Women Act of 2013 (VAWA)
- Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted

When more than one civil rights law applies to a situation, the laws will be read and applied together.

PHA Policy

No state or local nondiscrimination laws or ordinances apply.

Nondiscrimination

Federal regulations prohibit discrimination against certain protected classes and other groups of people. State and local requirements, as well as PHA policies, can prohibit discrimination against additional classes of people.

The PHA shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called "protected classes").

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

The PHA will not discriminate on the basis of marital status, gender identity, or sexual orientation [FR Notice 02/03/12; Executive Order 13988].

PHA Policy

The PHA identifies the following additional protected classes: creed and ancestry

The PHA will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the housing program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Subject anyone to sexual harassment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or tenant toward or away from a particular area based on any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class

Providing Information to Families

The PHA must take steps to ensure that families are fully aware of all applicable civil rights laws. As part of the public housing orientation process, the PHA will provide information to public housing applicant families about civil rights requirements.

Discrimination Complaints

If an applicant or tenant family believes that any family member has been discriminated against by the PHA, the family should advise the PHA. The PHA should make every reasonable attempt to determine whether the applicant or tenant family's assertions have merit and take any warranted corrective action.

In all cases, the PHA may advise the family to file a fair housing complaint if the family feels they have been discriminated against under the Fair Housing Act.

Upon receipt of a housing discrimination complaint, the PHA is required to:

- Provide written notice of the complaint to those alleged and inform the complainant that such notice was made
- Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted
- Keep records of all complaints, investigations, notices, and corrective actions [Notice PIH 2014-20]

PHA Policy

Applicants or tenant families who believe that they have been subject to unlawful discrimination may notify the PHA either orally or in writing.

Within 10 business days of receiving the complaint, the PHA will provide a written notice to those alleged to have violated the rule. The PHA will also send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

The PHA will attempt to remedy discrimination complaints made against the PHA and will conduct an investigation into all allegations of discrimination.

Within 10 business days following the conclusion of the PHA's investigation, the PHA will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.

The PHA will keep a record of all complaints, investigations, notices, and corrective actions.

PART II: Policies Related To Persons With Disabilities

Overview

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

The PHA must ensure that persons with disabilities have full access to the PHA's programs and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the public housing program [24 CFR 8].

The PHA must provide a notice to each tenant that the tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the tenant can meet lease requirements or other requirements of tenancy [24 CFR 966.7(b)].

PHA Policy

The PHA will ask all applicants and resident families if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by the PHA, by including the following language:

"If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the housing authority."

A specific position and phone number will be provided as the contact person for requests for accommodation for persons with disabilities.

The PHA will display posters and other housing information and signage in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair.

Definition Of Reasonable Accommodation

A "reasonable accommodation" is a change, exception, or adjustment to a policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since policies and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling. [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for the PHA, or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operations.

Types of Reasonable Accommodations

When it is reasonable, the PHA shall accommodate the needs of a person with disabilities. Examples include but are not limited to:

- Permitting applications and reexaminations to be completed by mail
- Providing "large-print" forms
- Conducting home visits
- Permitting a higher utility allowance for the unit if a person with disabilities requires the use of specialized equipment related to the disability
- Modifying or altering a unit or physical system if such a modification or alteration is necessary to provide equal access to a person with a disability
- Installing a ramp into a dwelling or building
- Installing grab bars in a bathroom
- Installing visual fire alarms for hearing impaired persons
- Allowing a PHA-approved live-in aide to reside in the unit if that person is determined to be essential to the care of a person with disabilities, is not obligated for the support of the person with disabilities, and would not be otherwise living in the unit.
- Providing a designated handicapped-accessible parking space
- Allowing an assistance animal
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with PHA staff
- Displaying posters and other housing information in locations throughout the PHA's office in

such a manner as to be easily readable from a wheelchair

Request For An Accommodation

If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that the PHA treat the information as a request for a reasonable accommodation, even if no formal request is made [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The family must explain what type of accommodation is needed to provide the person with the disability full access to the PHA's programs and services.

If the need for the accommodation is not readily apparent or known to the PHA, the family must explain the relationship between the requested accommodation and the disability.

PHA Policy

The PHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, the PHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

Verification Of Disability

The regulatory civil rights definition for persons with disabilities is provided in Exhibit 2-1 at the end of this chapter. The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability which is used for waiting list preferences and income allowances.

Before providing an accommodation, the PHA must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to the PHA's programs and services.

If a person's disability is obvious or otherwise known to the PHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to the PHA, the PHA must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, the PHA will follow the verification policies. All information related to a person's disability will be treated in accordance with the confidentiality policies. In addition to the

general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].
- The PHA must request only information that is necessary to evaluate the disability-related need for the accommodation. The PHA may not inquire about the nature or extent of any disability.
- Medical records will not be accepted or retained in the participant file.
- In the event that the PHA does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, the PHA will dispose of it. In place of the information, the PHA will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information [Notice PIH 2010-26].

Approval/Denial Of A Requested Accommodation

[Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act, Notice PIH 2010-26]

The PHA must approve a request for an accommodation if the following three conditions are met.

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on the PHA, or fundamentally alter the nature of the PHA's operations.

Requests for accommodations must be assessed on a case-by-case basis. The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the overall size of the PHA's program with respect to the number of employees, type of facilities and size of budget, type of operation including composition and structure of workforce, the nature and cost of the requested accommodation, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

Before making a determination whether to approve the request, the PHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that the PHA may verify the need for the requested accommodation.

PHA Policy

After a request for an accommodation is presented, the PHA will respond, in writing, within 10 business days.

If the PHA denies a request for an accommodation because there is no relationship, or nexus, found between the disability and the requested accommodation, the notice will inform the family of the right to appeal the PHA's decision through an informal hearing (if applicable) or the grievance process.

If the PHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the PHA's operations), the PHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the housing program and without imposing an undue financial and administrative burden.

If the PHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, the PHA will notify the family, in writing, of its determination within 10 business days from the date of the most recent discussion or communication with the family. The notice will inform the family of the right to appeal the PHA's decision through an informal hearing (if applicable) or the grievance process.

Program Accessibility For Persons With Hearing Or Vision Impairments

HUD regulations require the PHA to take reasonable steps to ensure that persons with disabilities related to hearing and vision have reasonable access to the PHA's programs and services [24 CFR 8.6].

At the initial point of contact with each applicant, the PHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

PHA Policy

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication will be available.

To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with PHA staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

Physical Accessibility

The PHA must comply with a variety of regulations pertaining to physical accessibility, including the following.

- Notice PIH 2010-26
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

The PHA's policies concerning physical accessibility must be readily available to applicants and resident families. They can be found in three key documents.

- This policy, the Admissions and Continued Occupancy Policy, describes the key policies that govern the PHA's responsibilities with regard to physical accessibility.
- Notice PIH 2010-26 summarizes information about pertinent laws and implementing regulations related to nondiscrimination and accessibility in federally-funded housing programs.
- The PHA Plan provides information about self-evaluation, needs assessment, and transition plans.

The design, construction, or alteration of PHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Notice PIH 2010-26 contains specific information on calculating the percentages of units for meeting UFAS requirements.

Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the housing program.

Denial Or Termination Of Assistance

A PHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 966.7].

When applicants with disabilities are denied assistance, the notice of denial must inform them of their right to request an informal hearing [24 CFR 960.208(a)].

When a family's lease is terminated, the notice of termination must inform the family of their right to request a hearing in accordance with the PHA's grievance process [24 CFR 966.4(l)(3)(ii)].

When reviewing reasonable accommodation requests, the PHA must consider whether reasonable accommodation will allow the family to overcome the problem that led to the PHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, the PHA must make the accommodation [24 CFR 966.7].

In addition, the PHA must provide reasonable accommodation for persons with disabilities to participate in the hearing process [24 CFR 966.56(h)].

Part III: Improving Access To Services For Persons With Limited English Proficiency (LEP)

Overview

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the public housing program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Final Guidance to Federal Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, published January 22, 2007, in the *Federal Register*.

The PHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this policy, LEP persons are housing applicants and resident families, and parents and family members of applicants and resident families.

In order to determine the level of access needed by LEP persons, the PHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the housing program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the PHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the PHA.

Oral Interpretation

The PHA will offer competent interpretation services free of charge, upon request, to the LEP person.

PHA Policy

The PHA will utilize a language line for telephone interpreter services.

When exercising the option to conduct remote hearings, however, the PHA will coordinate with a remote interpretation service which, when available, uses video conferencing technology rather than voice-only interpretation.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the PHA. The PHA, at its discretion, may choose to use the language services even when LEP persons desire to use an interpreter of their choosing. The interpreter may be a family member or friend. If the interpreter chosen by the family is a minor, the PHA will not rely as on the minor to serve as the interpreter.

The PHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible and possible, according to its language assistance plan (LAP), the PHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents.

Written Translation

Translation is the replacement of a written text from one language into an equivalent written text in another language.

PHA Policy

In order to comply with written-translation obligations, the PHA will take the following steps:

The PHA will provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, the PHA may not translate vital written materials, but will provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

Implementation Plan

After completing the four-factor analysis and deciding what language assistance services are appropriate, the PHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

If the PHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to the PHA's housing program and services.

PHA Policy

If it is determined that the PHA serves very few LEP persons, and the PHA has very limited resources, the PHA will not develop a written LEP plan, but will consider alternative ways to

articulate in a reasonable manner a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.

If the PHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LEP plan.

Definition Of A Person With A Disability Under Federal Civil Rights LAWS [24 CFR Parts 8.3 and 100.201]

A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase “physical or mental impairment” includes:

- Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

“Has a record of such impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major live activities.

“Is regarded as having an impairment” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as the PHA) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that

substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this definition of disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.



EXECUTIVE DIRECTOR COMMENTS

DHA REGULAR BOARD MEETING JANUARY 25, 2023

General

- Janelle Hermes (maintenance assistant) gave her notice and her last day of work was December 23, 2022. We are currently advertising the position and have started doing interviews.
- I would like to discuss paying our maintenance staff for on-call work. Currently, our maintenance staff is not reimbursed for any time while on-call unless they are called in. I will have more details and suggestions at the meeting.
- The onsite work for the 2022 DHA audit has been set for March 7 and 8, 2023.
- Working on renewal of pest management and landscaping contracts.
- Working on annual performance evaluations.

Public Housing Program (PHA)

- Working on advertising our units.

Housing Choice Voucher (HCV) Program:

- Getting ready to open the waiting list for our project based vouchers at Residences at Delta.
- We received the 'HCV Get Ready Letter for CY 2023' from HUD. The 2023 Act provides for a 10.5% increase in HAP funding and a 15% increase in administrative fee funding. HAP funding levels will be at 99% proration and administrative fee proration will be at a 91% proration level.

DHA-Owned Houses:

- Our grant extension request has been approved by the Division of Housing (DOH).
- Submitted 4th quarter report to DOH.
- Completed the draft Tenant Selection Plan which is a DOH requirement under the grant (separate agenda item).
- The waiting list for this program was opened effective January 18, 2023.
- Still waiting for reimbursement for our fourth draw request in the amount of \$23,357.28.

Villas at the Bluff (VAB and VABII)

- VAB and VABII - The 2022 audit with Novogradac is ongoing. The draft financials for VAB are due February 15th and for VAB on February 28th.
- VAB II – Casualty losses (H and G buildings) – both claims have officially been closed out. We received the released depreciation before year end. Awaiting the outcome of the restitution hearing.
- Working on advertising both properties.
- Submitted 4th Quarter reports to the syndicators.

Residences at Delta (RAD)

- The training with the TWG Compliance team was re-scheduled for January 17, 2023. Our team received the go-ahead from TWG to start handing out applications mid February.
- The Division of Housing Grant paperwork is still under review by DOH.

- The anticipated project completion date is May 17, 2023, due to delays caused by lack of workforce of TWG's subcontractor.
- We received the official '120 day management walk notice' from TWG. On April 28th TWG staff and our team will walk the property to identify any construction defects.
- Getting ready to purchase office supplies and filing cabinets for the start-up of this program.
- Working on advertising the property.

Residences at Delta

Progress Report

Tax Credit

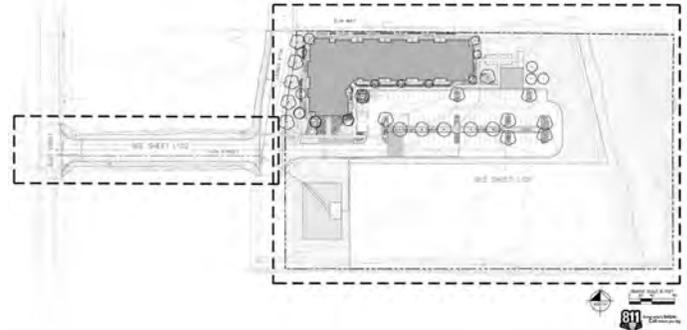


Under Construction

RENDERING & SITE PLAN



Northeast



Overall Landscape Plan

PROJECT SUMMARY

Site Overview

Street Address	1498 Villa Street
City	Delta
State	CO
County	Delta
ZIP Code	81416
Acreage	6.49
Land Summary	Vacant field

Project Team

Ownership Entity	Residences at Delta, LLLP
Sponsor	TWG Development
General Contractor	TWG Construction
Lead Architect	TWG Development
Civil Engineer	Kimley-Horn
Structural Engineer	Nehil Sivak
MEP Engineer	LS&A
Landscape Architect	Kimley-Horn

Report Period

Report Month	December 2022
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Project Overview

	Tax Credit
	9% LIHTC
	New Construction
	Two Stories New Wood Construction
	50
	90
	0
Number of Carports	0
Commercial SF	0
Project Overview Notes	

CONTRACTING & SITE PROGRESS

Sponsor Team

Development Director	Ryan Kelly
Development Manager	N/A
Owners Representative	Cyndee Meyer

Original Business Plan

Strategy	15 year hold
Proforma C of O	3/9/2023
Proforma Punch Items Complete	3/9/2023
XBE Commitments	No
XBE Notes	n/a
Bonding?	No
Bonding Notes	n/a

Buy Out Status

Buyout %	100.0%
Concrete Buy Out?	Yes
Mechanical Buy Out?	Yes
Electrical Buy Out?	Yes
Plumbing Buy Out?	Yes
Lumber Buy Out?	Yes
Buy Out Notes	

Construction Schedule

Completion %	70.0%
Closing Date	✓ 12/17/2021
Notice to Proceed	12/17/2021
Demolition Complete	
Utilities Complete	6/8/2022
Earthwork Complete	6/14/2022
Framing Start	6/17/2022
—	9/30/2022
C of O	5/17/2023
Punch Items Complete	5/17/2023
Required PIS	12/31/2023
Const Loan Maturity	6/10/2024

Rough-ins for MEP, insulation and drywall are ongoing. Gypcrete pour is scheduled for Jan 17/18.

Construction Schedule Notes

There has been some time lost due to underperforming subcontractors. However, additional labor has been brought in at their cost to remedy the loss of time.

Residences at Delta

Progress Report



Tax Credit

Under Construction

GC CONTRACT SUMMARY

GC Team

General Contractor	TWG Construction
Project Manager	Connor Kusters
Superintendent	Kelly Kennedy

Proforma Hard Costs

GC Contract Amount	\$9,970,345
Hard Cost Contingency	\$697,924

Pending Change Orders

- Water Heater ~\$1,300
- Window Opening Adjustments ~\$21,000
- Header Heights ~\$10,000
- Asphalt Increase and Add'l Paving ~\$18,500
- Addition of Patio Railing to First Floor North Units ~\$12,000
- Elevator Breaker and Shunt Trip ~\$7,500

- Drainage Solution for Irrigation Flooding ~\$70,000

GC Contract Progress

GC Contract Amount	\$9,970,345
Approved Change Orders	\$385,939
Revised GC Contract	\$10,356,284

Approved Change Orders

PCCO#01: Material Increases: \$385,938.68

DIVISION SUMMARY

Division 3. Concrete

- Foundations—100%
- Underslab MEP—100%
- Waterproofing—100%
- Insulation—100%
- Elevator Concrete—100%
- Slab—100%
- Patios—100%
- Curbs and Gutters—100%
- Sidewalk—30%
- Gypcrete—0%
- Trickle Channel—0%

Division 4. Masonry

- Elevator Shaft—95% (Interior Finish Remains)
- Building Façade—5%

Division 6. Wood, Plastics and Composites

- Framing—100%
- Roof Trusses—100%
- Finish Carpentry—

Division 7. Thermal and Moisture Protection

- Shingle Roofing—100%
- Gutters and Downspouts—
- Insulation—50%
- Siding—25%

Division 8. Openings

- Exterior Doors—100%
- Windows—100%

Division 9. Finishes

- Drywall—40%
- Painting—
- Exterior Paint—
- Flooring—
- Cleaning—

Division 22-26. MEP

- First Floor Rough-Ins—95%
- Second Floor Rough-Ins—95%

Division 31. Earthwork

- Erosion Control/BMP—100%
- Site Clearing—100%
- Building Pad Grading—100%
- Site Grading—100%
- Foundation Excavation—100%
- Existing Utilities Demolition—100%
- Utilities Installation—100%
- Road Base—100%

Division 32. Exterior Improvements

- Termite Control—100%
- Paving - First 2"—100%
- Paving - Second 2"—0% (Scheduled Spring)

PROGRESS PHOTOS



Siding Progress



Siding Progress



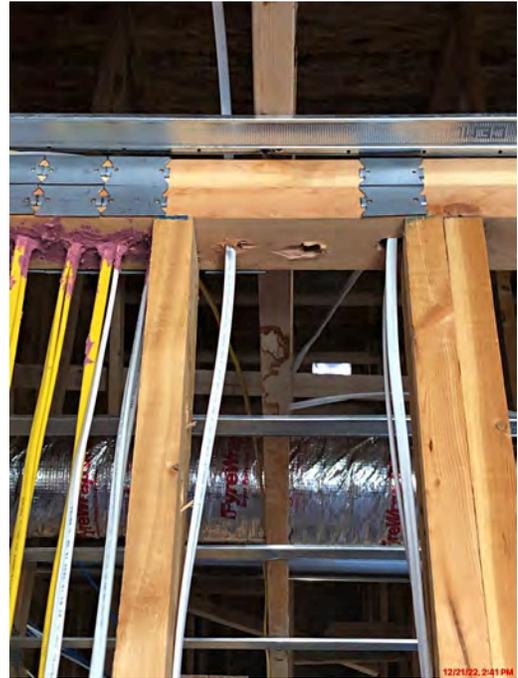
Loading Drywall



Loading Drywall



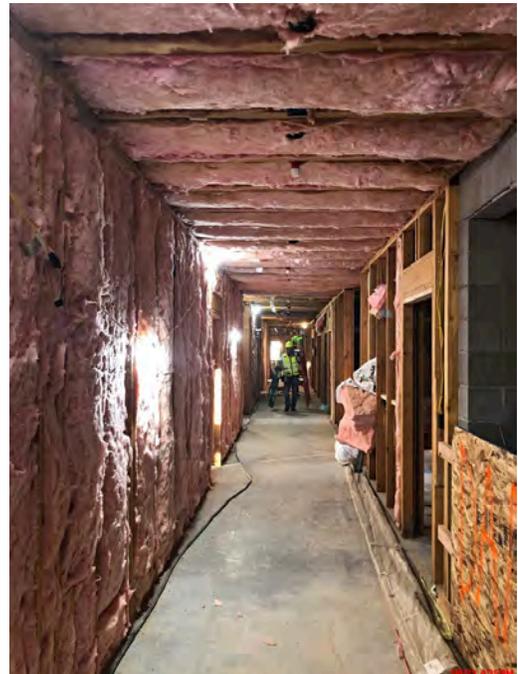
MEP Rough-In



MEP Rough-In



MEP Rough-In



Insulation



Insulation and RC



Drywall Installation and Finishing



Drywall Installation



Drywall Installation