

DANE COUNTY APPLICATION FOR 2022 AFFORDABLE HOUSING DEVELOPMENT FUND

This application should be used for project seeking Dane County AHDF funds. Applications must be submitted electronically to DCDHS Division of Housing Access by **noon on July 13, 2022**. Upload application materials to the [Dane County AHDF Dropbox](#).

APPLICATION SUMMARY

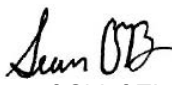
ORGANIZATION NAME	Northpointe Development II Corporation		
MAILING ADDRESS <small>If P.O. Box, include Street Address on second line</small>	230 Ohio Street, STE 200 Oshkosh WI 54902		
TELEPHONE	608-334-5665	LEGAL STATUS	
FAX NUMBER		<input type="checkbox"/> Private, Non-Profit <input checked="" type="checkbox"/> Private, For Profit <input type="checkbox"/> Other: LLC, LLP, Sole Proprietor	
NAME CHIEF ADMIN/ CONTACT	Sean O'Brien	Federal EIN: <u>85-1243046</u>	
INTERNET WEBSITE (if applicable)	Northpointedev.com	Unique Entity Identifier (UEI): JUGXJNKZB987	
E-MAIL ADDRESS	sean@northpointedev.com		

PROJECT NAME: Please list the project for which you are applying.

PROJECT NAME	PROJECT CONTACT PERSON	PHONE NUMBER	E-MAIL
Uno's Terrace	Sean O'Brien	334-5665	see above

FUNDS REQUESTED: Please list the amount and source of funding for which you are applying.

TOTAL PROJECT COST	AMOUNT OF AHDF FUNDS REQUESTED	PERCENT OF AHDF FUNDS TO TOTAL PROJECT COST
\$20,719,452	\$1,000,000	4.8%



 Signature of Chief Elected Official/Organization Head

Secretary

 Title

Sean O'Brien

 Printed Name

07/11/2022

 Date

PROJECT DESCRIPTION

- A. **PROJECT NAME AND LOCATION:** Indicate the name, address, and census tract where the project will be located. Attach maps to the application indicating the location of the proposed project.

Project Name:	Uno's Apartments and Townhomes
Project Address:	7601 Mineral Point Rd
City, State, Zip:	Madiosn, Wi 53719
Parcel Number:	7082603021
Census Tract:	4.05

- B. **JURISDICTION:** Indicate the name of the jurisdiction where the project will be located, i.e., City, Town, or Village. Is the jurisdiction supportive of the project? Describe any meetings that have been held with municipal staff, applicable municipal committees, and neighborhood/community groups.

City of Madison- Very supportive of the project. Full zoning in place and City awarded the project soft funds in 2020. Neighborhood meetings held prior to zoning approvals.

- C. **ZONING:** Provide the current zoning classifications of the site and describe any changes in zoning, variances, special or conditional use permits, or other items that are needed to develop this proposal. Indicate if the project is consistent with any local comprehensive plans.

Planned Development- Both GDP and SIP have been approved by the Plan Commission and City Council. The project does not require a conditional use. The project is consistent with the Future Land Use Map. All approvals have been secured and permits have been pulled.

- D. **PROJECT DESCRIPTION:** Provide a detailed description of the project, including proposed affordability period.

Northpointe Development and Dreamlane Real Estate group are constructing a four-story 64-unit State and Federal 4% tax credit project to be located at 7601 Mineral Point Road. The development will contain 29, one bedroom/ one bathroom units, 17, two bedroom/ two bathroom units, and 18 three bedroom/ two bathroom units for families. The building will have an elevator and underground parking. The site is known for formally being the Pizzeria Unos Madison West Location. The restaurant closed its doors years ago and the owners struggled to sell the property. Over the past few years the owners have worked with a few market-rate housing providers, none of which have been able to move a redevelopment forward. One of the challenges on the site is that the building was converted into a restaurant from a farmhouse built in the 1800's and the City and Neighbors wanted to see that the farmhouse saved and incorporated into a redevelopment plan. DreamLane and Northpointe Development fully agree that this community asset should be saved and we have the experience to successfully preserve the building. Our proposal includes saving the historic portions of the farmhouse, moving the building closer to Mineral Point Road and using the building for community and recreation space for the tenants. The proposal includes 64 units of affordable housing which will be 100% affordable and will include underground and surface parking.

The project will be built to Wisconsin Green Built Standards and will also receive and Energy Star New Construction/ EPA Indoor AirPlus Certifications. We are planning to have a 29 KW PV Solar

System on the roof of the building which is the max recommended since the site is service by Alliant Energy. The project has already completed Focus On Energy's Design Assistance program and has selected Bundle 3 as the target level of efficiency. The project will have high quality materials including LVT flooring and granite countertops.

The proposal meets a significant number of priorities identified by the County including: New Development in areas of the city with strong connections. Our site is very walkable to a significant amount of employment opportunities, schools, public transportation, grocery, park, etc. The site is located on a major thoroughfare and is just over 1000 feet away from a proposed BRT bus stop location. The site is part of the Odana Area Plan and is targeted as a future growth area which implements goals in the City's Comprehensive plan. Over 20% of the units will be set aside at 30% CMI and 26% of the affordable units will be three-bedrooms. The property will contain both indoor and outdoor play space and Northpointe will work with a local support service provider, Middleton Outreach Ministry, to house homeless and formerly homeless individuals and coordinate or provide a level of services that meet the tenant's needs. The units will not allow smoking and will provide internet at no cost to the residents.

All 64 units will be affordable tax credit units and restricted to households earning 30-80% CMI. The combination of affordability will average to 58% CMI. Instead of delivering all 64 of the units at 60% CMI we are able to utilize income averaging to deliver 39 units at 50% CMI or less and 13 units at 30% CMI. 25 units will be rent restricted at 80% of CMI.

The project is currently under construction and anticipated to be completed in July of 2023. To close. If awarded funds from the county the developer fee would not be increased and the funds would be used to cover cost increases prior to closing, fund a supportive services reserve, and be used to fully preserve the farm house as well as other cost overages.

The project will be rent-restricted for no less than 40 years.

E. TARGETED POPULATIONS: Will the project serve any of the listed targeted populations? How many units will be targeted to designated populations?

Uno's Madison will serve all the checked target populations below. 13 of the units will be set aside at 30% of county median income and will be targeted to homeless or households in need of supportive services to maintain housing. All households will be offered services by Middleton Outreach Ministry. 7 of the 50% and 60% units will have preference to veteran households of which LSS will provide services to those households.

Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Chronically homeless, meaning those who are either: 1) an unaccompanied homeless individual with a disabling condition who has been continuously homeless for a year or more, or 2) an unaccompanied individual with a disabling who has had at least four episodes of homelessness the past three years. Disabling conditions include mental illness and alcohol and drug conditions
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Veterans experiencing homelessness
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Very low-income families and/or families experiencing homelessness.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Persons with arrest and conviction records
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Individuals who are elderly
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Individuals with disabilities

F. **GREEN TECHNOLOGIES/SUSTAINABILITY** Indicate if the project will be pursuing any of the listed energy and sustainability standards. Submit certification of registration for any selected certification.

<input type="checkbox"/>	2020 Enterprise Green Communities Certification
<input checked="" type="checkbox"/>	ENERGY STAR Multifamily New Construction and EPA Indoor airPLUS
<input type="checkbox"/>	2020 Enterprise Green Communities Certification Plus
<input type="checkbox"/>	Passive House (PHIUS)

G. **WORK PLAN WITH TIMELINE AND MILESTONES:** In the space below, provide a work plan for how the project will be organized, implemented, and administered. Include a timeline and accomplishments from initiation through project completion. Add in extra quarters as needed. Examples of milestones are: acquisition, bid packages released, bids awarded, site preparation, excavation, construction begins, substantial completion, certificate of occupancy, lease-up begins, etc.

ON OR BEFORE	MILESTONES
December 2020	Zoing Approved
April 2021	Project awarded state LIHTC credits by WHEDA
November 2021	Construction documents complete/ bid packages released
June 2022	Bids Awarded/ building acquisition/ construction begins
Feb 2023	Lease up begins
July 2023	Substantial Completion and C of O
September 2023	Sustaining Occupancy
June 2024	Permanent Loan Conversion

H. **UNITS** In the space below, please list each site (street address) and building where the work will be undertaken. For each address list the number of each units by size, income category, etc. Use additional pages as needed.

ADDRESS #1:	7601 Mineral Point Road										
	# of Bedrooms						Projected Monthly Unit, including Utilities				
% of County Median Income (CMI)	Total # of Units	# of Studios	# of 1 BRs	# of 2 BRs	# of 3 BRs	# of 4+ BRs	\$ Rent for Studios	\$ Rent for 1 BRs	\$ Rent for 2 BRs	\$ Rent for 3 BRs	\$ Rent for 4+ BRs
≤30%	13		7	4	2			649	778	899	
40%											
50%	26		12	6	8			1031	1297	1499	
60%											
Affordable Sub-total	39		16	11	10						
80%	25		10	7	8			1184	1542	1837	
Market											
Total Units	64		24	21	16		Notes:				

*40% = 31 to 40% CMI, 50%=41%-50% CMI, 60%=51-60% CMI, 80%=61-80% CMI, Market = ≥81%

ADDRESS #2:	
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% of County Median Income (CMI)	# of Bedrooms						Projected Monthly Unit, including Utilities				
	Total # of Units	# of Studios	# of 1 BRs	# of 2 BRs	# of 3 of BRs	# of 4+ BRs	\$ Rent for Studios	\$ Rent for 1 BRs	\$ Rent for 2 BRs	\$ Rent for 3 BRs	\$ Rent for 4+ BRs
≤30%											
40%											
50%											
60%											
Affordable Sub-total											
80%											
Market											
Total Units							Notes:				

*40% = 31 to 40% CMI, 50%=41%-50% CMI, 60%=51-60% CMI, 80%=61-80% CMI, Market = ≥81%

I. **SITE AMENITIES:** Check all that apply.

<input checked="" type="checkbox"/>	Community Building, square feet: 3000 including exercise room
<input checked="" type="checkbox"/>	Community Room, square feet:
<input type="checkbox"/>	Garages, number: _____ and monthly rent: _____
<input checked="" type="checkbox"/>	Surface parking, number: 14 and monthly rent: included
<input checked="" type="checkbox"/>	Underground parking, number 56 and monthly rent: 55

J. **OTHER SITE AMENITIES:** In the following space, describe the other site amenities for tenants and/or their guests.

The property will have an outdoor play area as well a large outdoor patio with fire pit and grill station. Significant bike parking will be available. Sidewalk connections to both Mineral Point Road and Ganser Way. We have been working with BCycle to install EBikes and stations are our affordable housing projects in Dane County. Residents get free membership and can use the bikes for trasporation or leisure.

LOCATION

K. **NEIGHBORHOOD AMENITIES:** Describe the neighborhood in which the project will be located noting access to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services.

As seen below the site is very walkable to a significant amount of employment opportunities, schools of all levels, public transportation, grocery, park, etc. The site is located on a major thoroughfare and is just over 1000 feet away from a proposed BRT bus stop location. Almost every daily activity can be done on foot or bicycle. There is a large multifamily residential property 250 feet to the South of the site. Many food and retail options are within walking distance including West Towne Mall.

Identify the distance the following amenities are from the proposed site.

Type of Amenities & Services	Name of Facility	Distance from Site
Full Service Grocery Store	Metcalfe's West Towne	.15 miles
Public Elementary School	John Muir Elementary	1 miles
Public Middle School	Thomas Jefferson	.75 miles
Public High School	Madison Memorial	.6 miles
Job-Training Facility, Community College, or Continuing Education Programs	Upper Iowa	.2 miles
Childcare	The Well- Preschool and Childcare	.25 miles
Public Library	Alicia Ashman Branch	1 miles
Neighborhood or Community Center	Lussier Community Center	.75 miles
Full Service Medical Clinic or Hospital	UW Health Urgent Care	.5 miles
Pharmacy	Walgreens	.25 miles
Public Park or Hiking/Biking Trails	Haen Family Park	.25 miles
Banking	Home Savings	.1 miles
Retail	High Point shopping Center	.1 miles
Other (list the amenities)	West Towne Mall	.2 miles

L. **TRANSPORTATION:** Identify the travel time and cost via public transportation or public automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers.

The nearest seven-day per week transit stop is 150 feet from the proposed site. According to the schedule on Madison metro, the 67 route has a bus running every 10-15 minutes. The closest bus stop is at Mineral Point and Randolph although residents will have to cross Mineral Point road to get to this stop. Safer stops are located 200 and 400 feet from the site at Ganser and D'onofrio and Ganser and Mineral Point road respectively. The site will also be 1,300 feet from the BRT line stop at Mineral and South Westfield. Route 14 also serves this site on a weekly basis. Madison metro charges \$28/ month to low-income individuals for a bus pass and \$1/ ride for senior citizens. The site has easy access to the Beltline which allows tenants easy access to Madison or Middleton job centers. There are also a significant number of jobs within walking distance. Auto transportation will be less than \$1/ day for those who will work in Madison. Downtown Madison is approximately 5 miles away meaning it would cost about 1-2 dollars in gas to get downtown and home daily.

PROJECT APPROACH

M. **PARTNERHIPS:** In the space below, provide information on any partnerships that have been or will be formed in order to ensure the success of the project.

DreamLane and Northpointe have teamed up to co-develop the project. DreamLane is an emerging Minority owned development firm building capacity in the affordable housing industry and Northpointe is an experienced and established affordable housing development firm. Northpointe and DreamLane plan to partner with LSS to be included in the ownership of the project and coordinate services to the project's veterans. LSS, Northpointe, and DreamLane will

own 51%, 25%, 24% of the Uno's Madison managing member and all will have substantial involvement throughout the entire process including the 15-year compliance period.

We have an executed MOU- Attached- with Middleton Outreach Ministry regarding supportive services. MOM will provide staff to not only coordinate but also provide services directly to tenants as well. We also intend to work with the County's HSC, MOM Food Pantry, and Joining Forces for Families. We have also attached an MOU from LSS that will assist in coordinating services to vets at the property.

The City of Madison awarded the project affordable housing funds but also waive park fees for all of the 60% CMI or below units which saved the property approximatley \$150,000 vs an all market rate project.

Uno's Madison has also partnered with local Architects (Knothe and Bruce), Engineers (Vierbicher), GC (Connery), Property Manager (Oakbrook), and Council (Reinhart). All have significant experience in the Dane County Market and LIHTC development. We have also partnered with First Business Bank to buy the credits. In addition to the typical list of captial sources we have also secured funding from United Way of Dane County, MadiSUN, Impact Seven, Madison Development Corporation which allowed us to close and start construction. Lastly we partnered with FOE for their design assistance program.

- N. PARTNERHING TO END HOMELESSNESS:** In the space below, indicate the project's willingness to partner with the Homeless Services Consortium and its housing placement system to end homelessness for individuals and /or families on the community by-name list; and, if units are unable to be filled from the by-name list, to willingness to expand access to units to households qualifying as homeless under other federal statutes. If project will not implement an HSC preference on any project units, indicate how the proposed project will forward the goal of ending homelessness without the HSC preference.

The project is willing to partner with HSC and its housing placement system to end homelessness. The project will also set aside units for families on the community by-name list. The 13 30% units will have a preference for homeless households..

Total # of Project Units	# of Units Targeted to Individuals/Families on HSC community by-name list	% of Units Targeted to Individuals/Families on HSC community by name list
64	13	20.313

Describe the process and anticipated timeline for outreach, application submittal, and tenant screening for HSC-set aside units.

4 months prior to occupancy we will start meeting weekly with the property manager, LSS, Middleton Outreach Ministry, Dane County VA, City of Madison, and Dane County to discuss referrals, applications and screening. LSS, MOM and DCVA will coordinate with the property manager on which units are still available and send referrals. Those referals will get assistance

from LSS and DCVA to work through the application screening process. This process has worked well for our Limerick project which is currently being leased up and we expect to have all of the HSC units full prior to occupancy. On-going the property manager, LSS, MOM and DCVA will stay in touch for when existing tenants move out and new referrals are needed.

- O. **FAIR TENANT SELECTION CRITERIA:** Will the project incorporate tenant selection criteria detailed below? Check all that apply, and attached copy of proposed tenant screening criteria for project.

General Screening Process – will not deny applicants based on the following:

	Yes	No	
Required for funding	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Inability to meet a minimum income requirement if the applicant can demonstrate the ability to comply with the rent obligation based on a rental history of paying at an equivalent rent to income ratio for 24 months
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lack of housing history
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Membership in a class protected by Dane County fair housing ordinances and non-discrimination ordinances in the municipality where the project is located.
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Credit score
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information on credit report that is disputed, in repayment, or unrelated to a past housing or utility (gas, electric, and water only) obligations.
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Inability to meet financial obligations other than housing and utilities necessary for housing (gas, electric, water).
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Owing money to a prior landlord or negative rent payment history if the tenant's housing and utility costs were more than 50% of their monthly income.
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Owing money to a prior landlord or negative rent or utility payment history if applicant does one of the following: (1) establishes a regular record of repayment of the obligation; 2) signs up for automatic payment of rent to the housing provider; or (3) obtains a representative payee.
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wisconsin Circuit Court Access records;
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Criminal activity, except: (i) a criminal conviction within the last two years for violent criminal activity or drug related criminal activity resulting in a criminal conviction, and (ii) if the program or project is federally assisted, criminal activity for which federal law currently requires denial. (<i>Violent criminal activity</i> is defined in 24 C.F.R § 5.100 and means 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. "Drug related criminal activity" is defined in Wis. Stat. s. 704.17(3m)(a)(2). "Drug-related criminal activity" means criminal activity that involves the manufacture or distribution of a controlled substance. "Drug-related criminal activity" does not include the manufacture, possession, or use of a controlled substance that is prescribed by a physician for the use of by a disabled person, as defined in s. 100.264(1)(a), and manufactured by, used, by or in the possession of the disabled person or in the possession of the disabled person's personal care worker or other caregiver.)

Will the project incorporate the denial process detailed below?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Prior to a denial based on a criminal record, the housing provider shall provide the applicant access to a copy of the criminal record at least five days prior to the in-person appeal meeting and an opportunity to dispute the accuracy and relevance of the report, which is already required of HUD assisted housing providers. See 24 C.F.R. § 982.553(d), which applies to public housing agencies administering the section 8 rent assistance program.
1.	Prior to a denial based on a criminal record, the housing provider shall provide the applicant the opportunity to exclude the culpable family member as a condition of admission of the remaining family members.
2.	Prior to a denial decision, the housing provider is encouraged to meet with the applicant to review their application and make an individualized determination of their eligibility, considering: (a) factors identified in the provider's own screening policies, (b) if applicable, federal regulations, and (c) whether the applicant has a disability that relates to concerns with their eligibility and an exception to the admissions rules, policies, practices, and services is necessary as a reasonable accommodation of the applicant's disability. In making a denial decision, the housing provider shall consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial on other family members who were not involved in the action or failure.
3.	The property manager will base any denial on sufficient evidence. An arrest record or police incident report is not sufficient evidence. Uncorroborated hearsay is not sufficient evidence.
4.	Denial notices shall include the following: a) The reason for denial with details sufficient for the applicant to prepare a defense, including: i) The action or inaction forming the basis for the denial, ii) Who participated in the action or inaction, iii) When the action or inaction was committed, and iv) The source(s) of information relied upon for the action or inaction. b) Notice of the applicant's right to a copy of their application file, which shall include all evidence upon which the denial decision was based. c) Notice of the applicant's right to copies of the property manager's screening criteria. d) Notice of the right to request an in-person appeal meeting on the denial decision by making a written request for a hearing within 45 days. The housing provider is not required to hold the unit open while the appeal is pending. e) Notice of the right to have an advocate present at the in-person appeal meeting and of the right to be represented by an attorney or other representative. f) Notice of the right to present evidence in support of their application, including, but not limited to evidence related to the applicant's completion or participation in a rehabilitation program, behavioral health treatment, or other supportive services.

5.	If the applicant requests an in-person appeal meeting, the hearing will be conducted by a person who was not involved in or consulted in making the decision to deny the application nor a subordinate of such a person so involved.
6.	The in-person appeal meeting shall be scheduled within ten working days of the request, unless the applicant requests a later date.
7.	A written decision on the application shall be provided to the applicant within ten working days after the in-person appeal meeting.

P. **TENANCY ADDENDUM:** Will the project include the following provisions within all tenant leases or as an addendum to all tenant leases?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

a.	Security Deposits. The amount of a security deposit shall not be more than one month's rent.
b.	Late Fees and Other Fees. Late fees must be set forth in the rental agreement. Late fees shall not exceed 5% of the tenant's portion of the monthly rent. Other penalty fees are prohibited. All other fees must be directly related to the cost for a specific amenity or service provided to the tenant and comply with all applicable laws.
c.	Rights of Youth to Access Common Spaces. Youth under the age of 18 are allow to use and enjoy common areas without supervision. This does not preclude reasonable rules in ensure the safety of children and youth.
d.	Good Cause for Termination. A tenancy may not be terminated during or at the end of the lease unless there is good cause. Good cause is defined in include the following: (i) a serious violation of the lease; (ii) repeated minor violations of the lease; or (iii) a refusal to re-certify program eligibility. Repeated means a pattern of minor violations, not isolated incidents. Termination notices and procedures shall comply with Chapter 704 of Wisconsin Statutes and federal law, when applicable. Written notice is required for non-renewal and shall include the specific grounds for non-renewal and the right of the tenant to request a meeting to discuss the non-renewal with the landlord or landlord's property management agent within fourteen (14) days of the notice. If requested, the landlord or property management agent will meet with the tenant to discuss the non-renewal, allow the tenant to respond to the alleged grounds for non-renewal, and pursue a mutually acceptable resolution.
e.	<p>Reasonable Guest Rules. Tenants have the right to have guests. In the event the property management establishes rules related to guests, they must be reasonable. Unreasonable rules include, but are not limited to the following: (1) Prior authorization of guests by the property management, unless the guest is staying for an extended period of time (e.g. more than 2 weeks); (2) Prohibition on overnight guests; (3) Requiring that the resident be with the guest at all times on the property. (4) Requiring guests to show ID unless requested by the tenant. (5) Subjecting caregivers, whether caring for a child or children, or an adult with disabilities, to limitations on the number of days for guests.</p> <p>Landlord may ban a person who is not a tenant from the rental premises if the person has committed violent criminal activity or drug related criminal activity at rental premises. No person shall be banned from the rental premises without the consent of the tenant unless the following have taken place:</p> <p>(1) A notice of the ban is issued to the tenant stating the:</p> <p>(a) name of the person banned,</p> <p>(b) grounds for the ban including, (i) the specific facts detailing the activity resulting in the ban; (ii) the source of the information relied upon in making the ban decision; and (iii) a copy of any criminal record reviewed when making the ban decision; and</p>

	<p>(c) the right of the tenant to have a meeting to dispute the proposed ban, discuss alternatives to the ban, and address any unintended consequences of the proposed ban.</p> <p>(2) If requested, a hearing on the ban has taken place to provide the tenant an opportunity to dispute the proposed ban, discuss alternatives of the ban, and address any unintended consequences of the proposed ban.</p> <p>A tenant may not invite or allow a banned person as a guest on the premises, provided the Landlord has followed the proper procedure and given notice to Tenant as set forth herein.</p> <p>A tenant who violates the guest policy may be given a written warning detailing the facts of the alleged violation. The written warning shall detail the violation, and warn the tenant that repeated violations may result in termination of tenancy. Tenants that repeatedly violate the guest policy, (e.g. three (3) or more violations within a twelve (12) month period) may be issued a notice of termination in accordance with state and federal law.</p> <p>Nothing in this policy limits a person's right to pursue a civil order for protection against another individual.</p>
<p>f.</p>	<p>Parking Policies. Parking policies and practices must comply with applicable laws. Vehicles shall not be towed to a location that is more than 6 miles from the rental premises, unless there is not a towing company with a tow location available within 6 miles.</p>

Q. SUPPORTIVE SERVICES PLAN: Provide a detailed description of how supportive services will be secured for project tenants. Use the table below to provide details of how supportive services will be provided to tenants. The plan should note any differences between services targeted to units with the HSC preference and services that will be available building-wide. Attach a letter from the identified partner(s) confirming the details of the plan.

Name of Supportive Services Partner, and number of staff dedicated to project:	Middleton Outreach Ministry will provide one part time staff member dedicated to the project.
Scope of Services provided to tenants and approaches supportive service partner will use to address needs of tenant population:	<p>We've partnered with Middleton Outreach Ministry to coordinate services for the target population as well as provide on-site intensive case management services if their organization has capacity. If they do not have capacity for intensive case mgmt for additional households at the time of the vacancy, property management and Middleton Outreach Ministry will coordinate with another provider for case management. Currently Middleton Outreach Ministry believes they have capacity to provide case management to 2-4 households.</p> <p>Tenants from Coordinated Entry would be provided services based on needs. MOM staff has the experience to provide on-site services in the rapid re-housing range (not a high level of intensity). The preference would be to use a progressive engagement approach to best meet the needs of the individual households. If tenants are not referred by Coordinated Entry and are in the designated units for supportive services, MOM would take the same approach and provide an initial needs assessment and proceed with a progressive engagement approach. Tenants will be connected to MOM services, as well as be referred to other community agencies.</p>
Where tenants will access services. For examples will services be on-site at development in designated space or by referral to off-site community supports:	There will be an on-site office for MOM separate from the on-site leasing office.
If services provided are referral to off-site community supports, please detail how tenants will receive information on supportive services that are available to them before and after needs arise:	N/A- MOM will be on-site Monthly during initial lease up and quarterly for the 15 year compliance period. Tenants can also contact MOM when they are not on-site during normal business hours.
The frequency of services provided and/or a proposed schedule of when services are available to tenants:	Case management will be provided by our partner support service provider or other agencies like Joining Forces for Families. We will proactively work with management and our service coordinator with our waiting list and when a supportive unit becomes vacant to place a family in need vs waiting 30 days with the unit vacant and renting to any income eligible household.
How the supportive services partnership will be funded, including if the respondent is providing funding to support the partnership:	The property has committed to provide \$5,000 to Middleton Outreach Ministry annually for services. We continue to have conversations with MOM and will continue to look for other avenues to obtain financial resources for our partner.

<p>Relevant performance data that provides insight into the supportive service partner’s experience serving the target tenant population, and the outcomes for their tenants. Metrics could include the number of individuals served in a related program in a year, housing retention rates for individuals served in that program, connections to employment, etc:</p>	<p>Between January and December 2021, Middleton Outreach Ministry served 375 households, totaling over 1000 unduplicated individuals, that requested rental assistance alone. Those households met with a case manager to discuss their circumstances and put goals in place. The case managers follow up with anyone that receives rental assistance at six months and 12 months to verify if they remain stably housed. The housing retention rate for those who responded to the follow up contacts has been 87%.</p>
<p>How the supportive services partner and the respondent will work together to ensure the best outcomes for tenants, such as housing retention:</p>	<p>We will work with a service coordinator and providers to assess the needs of the tenants at move-in and what referrals those tenants will need to maintain stable housing.</p>

R. **SUPPORTIVE SERVICES:** Describe the experience and qualifications of the organization that will be providing supportive services.

Middleton Outreach Ministry has been providing support to residents of the far west side of Madison, Middleton, and Cross Plains for 40 years. Case managers work with clients to ensure they remain stably housed by providing wraparound services, financial assistance, and referrals to other community resources. Middleton Outreach Ministry also operates a large food pantry and clothing center, which helps clients offset food and clothing expenses, allowing them to make sound budget decisions. The Program Director, who is actively involved with the Dane County Homeless Services Consortium and oversees all Middleton Outreach Ministry supportive services, has been involved with another development as a supportive service provider.

EXPERIENCE AND QUALIFICATIONS

- S. **EXPERIENCE AND QUALIFICATIONS:** Describe the experience and qualifications of your organization related to the development of multifamily housing for low-income households.

Northpointe Development II Corporation

Northpointe Development II Corporation is a real estate development company created for the purpose of bringing revitalization and development to various neighborhoods in Wisconsin. Northpointe envisions vibrant communities that strengthen neighborhoods, enhance livelihoods, respond to the environment, and connect people and places. The company's mission is to provide sustainable housing for communities in a collaborative, honest, and transparent manner.

Northpointe is highly regarded in the industry by both tax credit investors and state agencies like WHEDA as we are one of WHEDA's largest borrowers to date. Northpointe has had success in obtaining above market equity pricing and terms from investors on a variety of housing types.

Northpointe, as shown below, has developed new construction family and senior apartment housing, historic rehabilitation, and commercial properties throughout Wisconsin. The company has received numerous awards including: the 2013 Top Projects Award in Milwaukee, 2015 National Historic Preservation Award, 2014 runner-up for the prestigious J. Timothy Anderson National Award for Excellence, 2017 Wisconsin Trust for Historic Preservation Award, 2019 Remarkable Milwaukee Award and the 2019 Carolyn Kellogg Historic Preservation Award.

Northpointe Development II Corporation is owned by Cal Schultz, Andy Dumke, and Sean O'Brien. Cal Shultz and Andy Dumke have over 20 years of LITHC housing experience and utilizing government funding sources to build or rehab quality affordable housing. Sean joined Northpointe in 2020, previously working for WHEDA for 15 years as the Director of Commercial Lending. In that role he led WHEDA's Commercial Lending activities as well as the LIHTC program. Sean is also a member of the Federal Home Loan Bank of Chicago Community Investment Advisory Council.

Multi Family Developments

Project Name	Location	Units	Property Type
Rivers Senior Living	Oshkosh WI	60	New Construction
Bayshore Townhomes	Sparta WI	32	New Construction
Fair Acre Townhomes	Oshkosh WI	55	New Construction
Kenwood Senior Living	Ripon WI	24	New Construction
The Fountains of West Allis	West Allis WI	35	Acquisition/Rehab
Oconomowoc School Apts	Oconomowoc WI	55	Adaptive Reuse
Nicolet Townhomes	De Pere WI	60	New Construction
Anthem Luxury Living	Oshkosh WI	80	New Construction
Mercantile Lofts	Milwaukee WI	36	Adaptive Reuse
Shoe Factory Lofts	Milwaukee WI	55	Adaptive Reuse
The Rivers - Phase II-Senior Living	Oshkosh WI	40	New Construction
Woolen Mills Lofts	Appleton WI	60	Adaptive Reuse
Century Building	Milwaukee WI	44	Adaptive Reuse
Cranberry Woods Townhomes	Wisconsin Rapids WI	40	New Construction
Bayside Senior Apartments	Oconto WI	42	New Construction
Whispering Echoes Townhomes	Winneconne WI	28	New Construction
Regency Place Senior Living	Little Chute WI	40	New Construction

Under Construction			
Arbor Terrace Senior Living	Wisconsin Rapids WI	40	New Construction
City Center	Brillion WI	40	New Construction
Crescent Lofts	Appleton WI	69	Adaptive Reuse
The Limerick	Fitchburg, WI	127	New Construction
The Waterford	McFarland, WI	49	New Construction
Uno's-Madison	Madison, WI	64	New Construction
Quentin Apartments	Palatine, IL	58	New Construction
Klassik Apartments	Verona, WI	63	New Construction
Sawyer School Lofts	Sturgeon Bay, WI	15	Apative Reuse
Oak Meadow	Depere, WI	56	Rehab
2022 Awards			
Broadway Lofts	Monona, WI	75	New Construction
Hogan Street Cottages	Antigo, WI	50	New Constructicon
Brush Village II	Brush, CO	45	New Construction
Total Units		1,537	

DreamLane Real Estate Group, LLC Fitchburg, Wisconsin, Established in 2015

- Certified Minority Owned Business Enterprise by the State of Wisconsin Department of Administration for Real Estate Sales, Investment, Development, and Consultation.
- Professional Real Estate Brokerage office helping individuals and organizations buy, sell, and invest in all types of properties including: single family, multifamily, vacant land, recreational land, commercial real estate and historic properties.
- Assisting clients to realize the value of real estate ownership/investment and strengthen the communities in which our clients live and work.
- Purchased, sold, invested, own or developed more than 25 million dollars of multi-family, light commercial, and single-family assets throughout Dane County, Milwaukee County, and their surrounding areas.
- 12 years of real estate and property management experience
- Perform on-site reviews of single family and multifamily properties to assess the conditions and risks to the purchaser.
- Negotiated loan and finance documents.
- Review and analyze financial audits and proformas.
- Assist in multifamily site selection, offer negotiations, land entitlements approvals.
- DreamLane's success can be attributed to my passion not only for real estate, but also to my intuition regarding the psychology and desire of home ownership, real estate investment and development. My business has grown successfully and consistently thanks to the repeat business of happy clients and the introductions to friends, family, and neighbors. I expect this trend in to continue as my business shifts even more into the market-rate, affordable, and senior housing sector(s) and diversify my business with my partnership with Northpointe Development
- Co-Developer with Northpointe on LIHTC awarded applications of Uno's Madison, The Waterford in McFarland, The Klassik in Verona.
- Fitchburg Planning Commission- Commissioner 2017-2020

T. **PROPERTY MANAGEMENT:** Describe the experience and qualifications of the organization that will be handling the ongoing property management.

ACC Management Group, Inc. is a full-service property management firm dedicated to providing professional results-oriented services to its clients. ACC currently operates over 80 properties and 4500 apartments throughout Wisconsin's major markets and Illinois. Headquartered in Oshkosh, WI, ACC's exceptional team of multi-family leaders has a proven track record of excellence in management of affordable housing with various state and federal programs including, Section 42 Tax Credit, Section 8, and Section 515.

Commitment, trust, and reliability is the foundation of our relationships with residents, employees, and partners. Our team works hard to earn the loyalty needed to develop and retain the long-term relationships associated with our shared success.

There are over 100,000 apartments built each year with the use of Low-Income Housing Tax Credits (LIHTC). Over the years, the LIHTC program and other affordable housing programs have become increasingly competitive, and as a result, complex. Most developments with an affordable housing component have multiple layers of financing, each with associated requirements. This includes varying regulations, reporting, and oversight requirements for Section 42 LIHTC, Project Based Section 8, AHP, HOME, and Rural Development. It also includes new components such as preferences, new set asides, RAD and more. Adhering to program requirements during the first year, and each subsequent year during the regulatory period is essential to any successful affordable housing real estate development.

ACC Management Group has established a long history of extraordinary program compliance proven by superior ratings with state and federal agencies, such as WHEDA, IHDA, and HUD. ACC's experienced team of compliance professionals assist you through the initial stages of your development and the entire regulatory period for your property.

With combined affordable housing management experience of nearly 100 years, ACC's leadership team is well qualified to ensure compliance with all regulatory agreements and provide valuable input throughout the development process.

Annually, ACC participates in new affordable housing developments as the management agent and compliance expert. ACC's leadership team typically becomes involved 12-18 months prior to the expected completion date. We offer our clients a fresh perspective on building design, staffing needs, market trends, and much more. As the completion date approaches, ACC's efforts increase and all hands are on deck for the lease-up of the new development. All applicants are qualified and the development is typically fully leased within 30 – 90 days of the completion date with full compliance of all regulatory agreements.

Most recently, ACC has assisted developers transition multiple properties from Public Housing to Section 8 housing through HUD's RAD program.

If a Property Manager has yet to be identified, please describe how one will be selected.

N/A see above

PROJECT FINANCING

U. **BUDGET SUMMARY:** Indicate the sources and uses of all funds for this project.

The County requires that the developer defer 40% of the developer fee as a financing source. If the sources and uses for a project indicate that less than 40% of the developer fee has been deferred, the amount requested will be reduced by the difference between the percentage of the developer fee deferred and 40%

For example: Assume the developer fee is \$1,000,000 and \$350,000, or 35% of the fee is deferred. Also assume the request for county funding is \$500,000. The actual award would be reduced by \$50,000 and the project would receive an award of \$450,000, if selected.

SOURCE	AMOUNT	USES	AMOUNT
Fed LIHTC Equity	6,607,775	Land & Building	1,100,000
WHEDA First Mortgage	7,138,000	New Construction	14,100,000
Dane County AHDF	1,000,000	Construction Contingency	850,000
State LIHTC Equity	913,188	Soft Costs	1,449,797
FHLBC AHP	900,000	Developer fee	2,718,196
WHEDA Sub Debt	881,250	Project and supportive housing reserve	501,459
City of Madison Development Fund	1,350,000		
Deferred Developer Fee	1,359,240		
Madison Development Corp	500,000		
United Way, Impact Seven Grant, MadiSUN Grant	70,000		
TOTAL	20,719,452	TOTAL	20,719,452

V. Which of the identified sources have been secured?

All of the sources above, except for the county funds have been secured.

W. If the project will be applying for tax credits, please indicate which applications will be submitted (e.g. 4%, 9%, senior), the proposed timeline for submittal.

Uno's Madison competed for and secured State and Federal 4% LIHTC credits. No other applications need to be submitted for the project.

X. **FUNDS NEEDED:** In the space below, please describe why AHDF funds are needed to ensure the viability of this project.

We have assembled an extensive capital stack, which we knew we had to do to account for large increases in construction costs. This is the third time applying for AHDF funds and the highest level of need. Cost increases over the past 6 months have put a high level of pressure on the budget. Original bids came in 2.7 million over budget which we were able to reduce by \$1 million with changes to the project and were able to source another \$500,000 in debt leaving an approximate \$1 million gap as requested by the AHDF funds to fill and risk still exists through unforeseen costs and preserving the farmhouse. The project will have a significant number of 3-bedrooms, green infrastructure, and supportive services over a typically 9% project (keep in mind we're using the 4% program), in addition to relocating and repurposing the farmhouse built in the 1860's for tenant use. We would like to establish a reserve for supportive services so MOM can assist more families with case management services.

Please note that with these additional funds the developer fee will not be increased as it was locked in with WHEDA at carry over.

Lastly, all 64 units are LIHTC units. Uno Terrace will have over 20% of the units at 30% CMI and 61% of the units at or below 50% CMI. The project has partnered with Middleton Outreach Ministry (MOM) to provide service coordination and case management services to households living at Uno Terrace. The 30% units will be targeted to households currently on the county's homeless registry

where the City of Madison, MOM, LSS and ACC will coordinate referrals to the vacant units. For these services Uno's Madison has committed to pay \$5,000 to MOM annually and will be looking for other sources of funds to cover MOM's costs to provide case management services to the tenants.

Y. **OPERATING BUDGET:** Complete the 20-Year Operating Budget, identifying the income and expenses, use additional pages as necessary. An Excel file may be submitted in lieu of the Operating Budget provided that it contains all of the same column and row headers.

OPERATING BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
INCOME										
Gross Potential Rent	SEE ATACHE D PDF									
Vacancy										
Other Income										
Total Income										
OPERATING EXPENSES										
Marketing										
Payroll										
Other Administrative Costs										
Management Fees										
Utilities										
Security										
Maintenance Expenses										
Property Taxes										
Insurance										
Reserves for Replacement										
Total Operating Expenses										
Net Operating Income										
Debt Service										
Asset Management										
Cash Flow										

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
INCOME										
Gross Potential Rent										
Vacancy										
Other Income										
Total Income										
OPERATING EXPENSES										
Marketing										
Payroll										
Other Administrative Costs										
Management Fees										
Utilities										
Security										
Maintenance Expenses										
Property Taxes										
Insurance										
Reserves for Replacement										
Total Operating Expenses										
Net Operating Income										
Debt Service										
Asset Management										
Cash Flow										

Y. Operating Budget

**Uno Terrace
Madison, WI
PROJECTED CASH FLOW**

Annual Income Increase	2.00%
Annual Expense Increase	3.00%

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
	Yr 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10	YR 11	YR 12	YR 13	YR 14	YR 15	YR 16	YR 17	YR 18	YR 19	YR 20
INCOME																				
Gross Potential Rent	906,336	924,463	942,952	961,811	981,047	1,000,668	1,020,682	1,041,095	1,061,917	1,083,155	1,104,819	1,126,915	1,149,453	1,172,442	1,195,891	1,219,809	1,244,205	1,269,089	1,294,471	1,320,360
Vacancy Loss	(63,444)	(64,713)	(66,007)	(67,327)	(68,674)	(70,047)	(71,448)	(72,877)	(74,335)	(75,821)	(77,338)	(78,885)	(80,462)	(82,072)	(83,713)	(85,387)	(87,095)	(88,837)	(90,614)	(92,426)
Other Income	39,339	40,126	40,928	41,747	42,582	43,433	44,302	45,188	46,092	47,014	47,954	48,913	49,891	50,889	51,907	52,945	54,004	55,084	56,186	57,309
Total Income	882,231	899,876	917,873	936,231	954,955	974,054	993,535	1,013,406	1,033,674	1,054,348	1,075,435	1,096,943	1,118,882	1,141,260	1,164,085	1,187,367	1,211,114	1,235,336	1,260,043	1,285,244
EXPENSES																				
Marketing	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720	6,921	7,129	7,343	7,563	7,790	8,024	8,264	8,512	8,768
Payroll	43,200	44,496	45,831	47,206	48,622	50,081	51,583	53,131	54,724	56,366	58,057	59,799	61,593	63,441	65,344	67,304	69,323	71,403	73,545	75,751
Other Admin Costs	27,580	28,407	29,260	30,137	31,042	31,973	32,932	33,920	34,938	35,986	37,065	38,177	39,322	40,502	41,717	42,969	44,258	45,586	46,953	48,362
Management Fees	44,112	45,435	46,798	48,202	49,648	51,138	52,672	54,252	55,880	57,556	59,283	61,061	62,893	64,780	66,723	68,725	70,787	72,910	75,098	77,351
Utilities	54,200	55,826	57,501	59,226	61,003	62,833	64,718	66,659	68,659	70,719	72,840	75,025	77,276	79,595	81,982	84,442	86,975	89,584	92,272	95,040
Security	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Expenses	48,576	50,033	51,534	53,080	54,673	56,313	58,002	59,742	61,535	63,381	65,282	67,241	69,258	71,335	73,476	75,680	77,950	80,289	82,697	85,178
Property Taxes	107,500	110,725	114,047	117,468	120,992	124,622	128,361	132,211	136,178	140,263	144,471	148,805	153,269	157,867	162,603	167,481	172,506	177,681	183,012	188,502
Insurance	18,000	18,540	19,096	19,669	20,259	20,867	21,493	22,138	22,802	23,486	24,190	24,916	25,664	26,434	27,227	28,043	28,885	29,751	30,644	31,563
Reserves for Replacements	19,200	19,776	20,369	20,980	21,610	22,258	22,926	23,614	24,322	25,052	25,803	26,577	27,375	28,196	29,042	29,913	30,810	31,735	32,687	33,667
Total Operating Expenses	367,368	378,389	389,741	401,433	413,476	425,880	438,657	451,816	465,371	479,332	493,712	508,523	523,779	539,492	555,677	572,347	589,518	607,203	625,419	644,182
NET OPERATING INCOME	514,863	521,487	528,132	534,798	541,479	548,174	554,879	561,590	568,303	575,016	581,723	588,420	595,103	601,768	608,408	615,019	621,596	628,133	634,624	641,062
Debt Service	457,139	457,139	457,139	457,139	457,139	457,139	457,139	457,139	457,139	457,139	457,139	457,139	457,139	457,139	457,139	457,139	457,139	457,139	457,139	457,139
Asset Management fee	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720	6,921	7,129	7,343	7,563	7,790	8,024	8,264	8,512	8,768
Cash Flow	52,724	59,198	65,689	72,195	78,713	85,239	91,770	98,301	104,831	111,353	117,864	124,360	130,835	137,286	143,706	150,091	156,434	162,730	168,973	175,155

F. [ENERGY STAR Multifamily New Construction](#) and [EPA Indoor airPLUS](#)

The "UNO's Madison" development is registered with Energy Star and will be pursuing certifications for both Multifamily New Construction and EPA indoor airPLUS as listed in our AHDF application.

The screenshot shows the ENERGY STAR Portfolio Manager interface for a property named "UNO's Madison". The header includes the ENERGY STAR logo and navigation links like "Welcome", "Account", "Notifications", "ENERGY STAR Notifications", "Settings", "Contacts", "Help", and "Sign Out". Below the header are tabs for "MyPortfolio", "Sharing", "Reporting", and "Recognition".

The main content area displays the property name "UNO's Madison" and its address: "7801 Mineral Point Rd, Madison, WI 53717 | [Map It](#)". It also shows the "Portfolio Manager Property ID: 16888242" and "Year Built: 2023", with an "Edit" link. A notification box states: "Not currently eligible for ENERGY STAR Certification".

On the right, a "Weather Normalized Source EUI (kBtu/ft²)" widget shows "Current: N/A" and "Baseline: N/A", with a "Change Metric" link. A "Why not score?" link is also present.

Below this is a navigation bar with tabs: "Summary", "Details", "Energy", "Water", "Waste & Materials", "Goals", and "Design".

The "Summary" tab is active, showing a "Refresh to see Source EUI Trend" section with a "Change Metric" link and a line chart for the years 2011, 2013, 2015, 2017, 2019, and 2021. To the right is a "Metrics Summary" table.

Metric	Not Available (Energy Baseline)	Not Available (Energy Current)	Change
ENERGY STAR Score (1-100)	Not Available	Not Available	N/A
Source EUI (kBtu/ft²)	Not Available	Not Available	N/A
Site EUI (kBtu/ft²)	Not Available	Not Available	N/A
Energy Cost (\$)	Not Available	Not Available	N/A
Total GHG Emissions Intensity (kgCO2e/ft²)	Not Available	Not Available	N/A
Water Use (All Water Sources) (kgal)	Not Available	Not Available	N/A
Total Waste (Disposed and Diverted) (Tons)	Not Available	Not Available	N/A

Below the table is a "Data Quality Checker" section with the text: "Run a check for any 12-month time period to see if there are any possible errors found with your data." and a "Check for Possible Errors" button.



July 1, 2022

Sean O'Brien
Northpointe Development
2628 Saw Tooth Drive
Fitchburg, WI 53711

RE: Uno Terrace, Madison WI

Dear Mr. O'Brien,

This letter serves as evidence of ACC Management's commitment to serve as the Property Management agent for Uno Terrace, a 64-unit affordable multifamily property located in Madison, WI. Northpointe Development has started construction on this project and is expecting completion in July of 2023. ACC has significant experience in managing high-quality affordable housing projects throughout Wisconsin and has partnered with Northpointe on similar developments to-date.

ACC's role in this development will be to serve as the third-party Property Manager. While most property management firms take over when the project is complete, ACC is involved throughout the development process, providing valuable input to the design and development team on such issues as market-oriented amenities, desirable unit layouts and compliance-oriented design issues. ACC will market the property during construction and will manage all aspects of property management and programmatic compliance in the long term. This includes but is not limited to: establishing a tenant selection plan, waiting list, completing all aspects of the resident application process and resident screening, communicating with service providers assisting in supportive housing units, and maintaining the building.

ACC further acknowledges that they are aware and assisted Northpointe with the application's selections to Dane County's Fair Tenant Selection Criteria and have attached the Tenant Selection Plan for the property. We also are aware of Northpointe's commitment to Dane County's Tenancy Addendum as part of their funding application. We have reviewed specifics of the addendum and will include these requirements as part of our lease documents and house rules. Many of the criteria are already part of our standards and are also required for the City of Madison's Affordable Fund that this project received.

If there are any questions regarding ACC's role as Property Manager or commitment to the County's requirements, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "CH Hand", written over a horizontal line.

Chris Hand
President



RESIDENT SELECTION CRITERIA

Dane County Funds – Section 42 Properties – Effective 7/8/2022

The resident selection criteria are used by ACC Management Group, Inc. (ACC) and the sites managed by ACC to uniformly evaluate all potential residents and to help protect the safety, health, and welfare of all other Residents. All adult occupants must complete a separate application and comply with the following criteria.

The Application Process

1. All rental applications must be in writing. They may be picked up at the rental office or mailed to those who call.
2. Falsification on an application is a basis for automatic denial.
3. Applications are processed based on the time and date the completed application is received.
4. All adult applicants including co-signers must pay a non-refundable \$15.00 processing fee. The application will not be taken or processed prior to receipt of the processing fee from all adult applicants. All applicants must sign the “Application Processing Fee Agreement” form and pay the \$15 Processing Fee made payable to the community.
5. All adult applicants must provide a Government issued proof of ID, Social Security number, and a birth certificate for minors in the household under the age of 18.
6. All adult applicants must pass our resident selection criteria based on landlord references, credit report and criminal background check including State and Federal sex offender registries and household income. If any of the household members do not pass, then the entire household will be denied. If denied, any applicant would be eligible for reconsideration 60 days from original denial date.
7. ACC Management Group, Inc. reserves the right to reject an application for any negative references according to ACC’s resident selection criteria.
8. If any applicant is in the process of a court eviction or is contesting a court eviction, the application will be held in abeyance until the final court disposition.
9. If any applicant has an eviction in the last 3 years, the application will automatically be denied.
10. If any applicant owes a landlord money the application will be automatically denied unless proof is provided money owed is not for damages and that housing and utility costs were more than 50% of applicant’s monthly income. Additionally, the applicant must provide proof of a regular record of repayment to the landlord OR agree to sign up for automatic rent payment through the resident portal OR obtain a representative payee. A security deposit equal to the greater of 1.5 times the deposit or one month rent will be required prior to move in.
11. If any applicant has 1 stipulated dismissal/court ordered payment plan within the last 3 years, applicant will need to show proof of all terms being met and a security deposit equal to the greater of 1.5 times the deposit or one month rent would be required. If any applicant has more than 1 stipulated dismissal/court ordered payment plan in the last 3 years, application would automatically be denied.
12. A community manager will not approve or deny any applicant. All applications are reviewed by ACC Management Group, Inc. compliance department.
13. The security deposit must be paid in full before applicant is given keys to the apartment. – **No exceptions.**

Income

14. The applicant’s household monthly gross income must be equal to or greater than two (2) times the monthly rent. Applicants that do not meet this criterion will be required to provide proof of ability to pay the rent under a contract by a sponsor, housing authority or with verification of cash assets.

Credit Reports & Co-signer Requirements

15. All applications are evaluated based on a credit scoring system. Credit scoring is based on real data and statistics and treats all applicants objectively. If the applicant does not meet the scoring criteria, the applicants will be required to obtain one approved co-signer or other approved method (*see below) for the household in lieu of a co-signer.
16. If collection accounts are listed on your credit report, collections that are paid in full or otherwise closed will not be counted. Medical collections and student loans will not be counted. All other collections will be counted and used to determine selection.
17. If the total amount of collections for the entire household exceeds \$4,000, the applicants will be required to pay a security deposit equal to the greater of 1.5 times the deposit or one month rent prior to move in. If the total amount of collections for the entire household exceeds \$8,000 the application will be denied.
18. All applicants must provide proof that any Resident paid utilities do not have outstanding balances that would prohibit them from transferring utilities into the Residents name.
19. All first-time renters or applicants without a two-year rental history are required to obtain one approved co-signer or other approved method (*see below) for the household in lieu of a co-signer.
20. All cosigners are required to meet the credit terms of the co-sign selection criteria and monthly gross income must be equal to three times the monthly rent. Only one co-signer is needed per household and will have liability for the entire household.
21. If an applicant's credit report shows an open bankruptcy the application will be held in abeyance until proof of dismissal is provided; dismissed bankruptcies are not considered in determining resident approval.
22. If the applicants do not meet 3 or more of the income and credit criteria without a co-signer or other approved methods the application will be denied.

*other approved methods in lieu of a co-signer: a) security deposit equal to the greater of 1.5 times the deposit or one month rent prior to final file approval; OR b) the rent must be paid under contract by a sponsor or housing authority; OR c) proof of ability to pay based on two years of rental history paying a comparable rent amount, OR other approved method.

Criminal Report

23. If you have been convicted of manufacturing or distributing a controlled substance as defined in Section 102 of the Controlled Substances Act, your application will be denied.
24. If you have been convicted of any other crime that shows a demonstrable risk to resident safety and/or property, your application may be denied after consideration of the nature and severity of the crime and the amount of time that has passed since the criminal conduct occurred. Additional factors may also be considered on a case-by-case basis.
25. Arrest records, without subsequent conviction, will not be considered.
26. Along with your application you may provide any mitigating information or documentation that you would like to have considered regarding any prior conviction.
27. Registration on the state or Federal Sex Offenders Registry will be a basis for denial of your application.
28. Criminal history and the Sex Offenders Registries will be checked annually in advance of lease renewal, and if any member of the household no longer meets the criteria in #23 through #27 above, that household member will be required to vacate the unit or household's lease will not be renewed.

IRS Section 42 Program Guidelines – (Co-signers excluded)

29. All applicants applying for a Section 42 apartment must adhere to IRS Section 42 LIHTC income limits to be accepted. Note: We will only allow an employer to fill out an Employment Verification two (2) times. When filling out the Section 42 application, if you do not understand a question, please ask the community manager for assistance before answering the question. An applicant may not be denied admission on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission.

Initials: _____

- 30. Adherence to the Section 42 incomes limits does not guarantee that the available unit will be made available to the first household who qualifies. Under the Section 42 code, some sites have specific income limits at different percentages of County Median Income (CMI). The first household who qualifies for the unit with a lower CMI income limit will be offered said unit.
- 31. **The household must be income qualified on the day of move-in. If any circumstances change between the original application, prior to or after move-in, the applicant must notify the management office immediately as qualification to the Section 42 income limits may be affected. _____ (please initial)**
- 32. If the household is entirely comprised of full-time students, they must meet one of the student eligibilities factors.

Occupancy Issues

- 33. Maximum occupancy limits are two persons per bedroom, plus one (1) additional occupant under the age of two (2); unless otherwise specified by local ordinance. For the purpose of occupancy limits, all household members will be counted.
- 34. For Section 42 income limit calculations, an unborn child or children are counted as household members.
- 35. The property has adopted a preference for households that meet the minimum occupancy threshold of 1 occupant per bedroom. This provides households on the waiting list that meet the minimum occupancy threshold priority over households on the waiting list that do not meet the minimum occupancy threshold. If there are no households on the waiting list that meet the minimum occupancy threshold, the vacant apartment will be rented to the first otherwise qualifying household based on application date.
- 36. Age restrictions will apply at senior properties. Verification of age is required per #5 listed above. Ask the community manager for details.

ACC Management Group, Inc. adheres to all Federal, State and Local Fair Housing Laws and provides ongoing training for onsite and corporate staff.

If you any concerns about these criteria, please contact ACC Management Group, Inc., Compliance Manager, 2375 State Road 44, Suite A, Oshkosh, WI 54904.

Applicant Acknowledgement

I have received, read, understand and agree to the above resident selection criteria.

_____	_____	_____
Applicant Signature	Printed Name	Date
_____	_____	_____
Applicant Signature	Printed Name	Date
_____	_____	_____
Applicant Signature	Printed Name	Date
_____	_____	_____
Applicant Signature	Printed Name	Date
_____	_____	_____
Community Manager Signature	Printed Name	Date

--

- O. **FAIR TENANT SELECTION CRITERIA:** Will the project incorporate tenant selection criteria detailed below? Check all that apply, and attached copy of proposed tenant screening criteria for project.

General Screening Process – will not deny applicants based on the following:

	Yes	No	
Required for funding	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Inability to meet a minimum income requirement if the applicant can demonstrate the ability to comply with the rent obligation based on a rental history of paying at an equivalent rent to income ratio for 24 months
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lack of housing history
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Membership in a class protected by Dane County fair housing ordinances and non-discrimination ordinances in the municipality where the project is located.
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Credit score
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information on credit report that is disputed, in repayment, or unrelated to a past housing or utility (gas, electric, and water only) obligations.
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Inability to meet financial obligations other than housing and utilities necessary for housing (gas, electric, water).
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Owing money to a prior landlord or negative rent payment history if the tenant's housing and utility costs were more than 50% of their monthly income.
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Owing money to a prior landlord or negative rent or utility payment history if applicant does one of the following: (1) establishes a regular record of repayment of the obligation; 2) signs up for automatic payment of rent to the housing provider; or (3) obtains a representative payee.
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wisconsin Circuit Court Access records;
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Criminal activity, except: (i) a criminal conviction within the last two years for violent criminal activity or drug related criminal activity resulting in a criminal conviction, and (ii) if the program or project is federally assisted, criminal activity for which federal law currently requires denial. (<i>Violent criminal activity</i> is defined in 24 C.F.R § 5.100 and means 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. "Drug related criminal activity" is defined in Wis. Stat. s. 704.17(3m)(a)(2). "Drug-related criminal activity" means criminal activity that involves the manufacture or distribution of a controlled substance. "Drug-related criminal activity" does not include the manufacture, possession, or use of a controlled substance that is prescribed by a physician for the use of by a disabled person, as defined in s. 100.264(1)(a), and manufactured by, used, by or in the possession of the disabled person or in the possession of the disabled person's personal care worker or other caregiver.)

Will the project incorporate the denial process detailed below?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Prior to a denial based on a criminal record, the housing provider shall provide the applicant access to a copy of the criminal record at least five days prior to the in-person appeal meeting and an opportunity to dispute the accuracy and relevance of the report, which is already required of HUD assisted housing providers. See 24 C.F.R. § 982.553(d), which applies to public housing agencies administering the section 8 rent assistance program.
1.	Prior to a denial based on a criminal record, the housing provider shall provide the applicant the opportunity to exclude the culpable family member as a condition of admission of the remaining family members.
2.	Prior to a denial decision, the housing provider is encouraged to meet with the applicant to review their application and make an individualized determination of their eligibility, considering: (a) factors identified in the provider's own screening policies, (b) if applicable, federal regulations, and (c) whether the applicant has a disability that relates to concerns with their eligibility and an exception to the admissions rules, policies, practices, and services is necessary as a reasonable accommodation of the applicant's disability. In making a denial decision, the housing provider shall consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial on other family members who were not involved in the action or failure.
3.	The property manager will base any denial on sufficient evidence. An arrest record or police incident report is not sufficient evidence. Uncorroborated hearsay is not sufficient evidence.
4.	Denial notices shall include the following: a) The reason for denial with details sufficient for the applicant to prepare a defense, including: i) The action or inaction forming the basis for the denial, ii) Who participated in the action or inaction, iii) When the action or inaction was committed, and iv) The source(s) of information relied upon for the action or inaction. b) Notice of the applicant's right to a copy of their application file, which shall include all evidence upon which the denial decision was based. c) Notice of the applicant's right to copies of the property manager's screening criteria. d) Notice of the right to request an in-person appeal meeting on the denial decision by making a written request for a hearing within 45 days. The housing provider is not required to hold the unit open while the appeal is pending. e) Notice of the right to have an advocate present at the in-person appeal meeting and of the right to be represented by an attorney or other representative. f) Notice of the right to present evidence in support of their application, including, but not limited to evidence related to the applicant's completion or participation in a rehabilitation program, behavioral health treatment, or other supportive services.

5.	If the applicant requests an in-person appeal meeting, the hearing will be conducted by a person who was not involved in or consulted in making the decision to deny the application nor a subordinate of such a person so involved.
6.	The in-person appeal meeting shall be scheduled within ten working days of the request, unless the applicant requests a later date.
7.	A written decision on the application shall be provided to the applicant within ten working days after the in-person appeal meeting.

P. **TENANCY ADDENDUM:** Will the project include the following provisions within all tenant leases or as an addendum to all tenant leases?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

a.	Security Deposits. The amount of a security deposit shall not be more than one month's rent.
b.	Late Fees and Other Fees. Late fees must be set forth in the rental agreement. Late fees shall not exceed 5% of the tenant's portion of the monthly rent. Other penalty fees are prohibited. All other fees must be directly related to the cost for a specific amenity or service provided to the tenant and comply with all applicable laws.
c.	Rights of Youth to Access Common Spaces. Youth under the age of 18 are allow to use and enjoy common areas without supervision. This does not preclude reasonable rules in ensure the safety of children and youth.
d.	Good Cause for Termination. A tenancy may not be terminated during or at the end of the lease unless there is good cause. Good cause is defined in include the following: (i) a serious violation of the lease; (ii) repeated minor violations of the lease; or (iii) a refusal to re-certify program eligibility. Repeated means a pattern of minor violations, not isolated incidents. Termination notices and procedures shall comply with Chapter 704 of Wisconsin Statutes and federal law, when applicable. Written notice is required for non-renewal and shall include the specific grounds for non-renewal and the right of the tenant to request a meeting to discuss the non-renewal with the landlord or landlord's property management agent within fourteen (14) days of the notice. If requested, the landlord or property management agent will meet with the tenant to discuss the non-renewal, allow the tenant to respond to the alleged grounds for non-renewal, and pursue a mutually acceptable resolution.
e.	<p>Reasonable Guest Rules. Tenants have the right to have guests. In the event the property management establishes rules related to guests, they must be reasonable. Unreasonable rules include, but are not limited to the following: (1) Prior authorization of guests by the property management, unless the guest is staying for an extended period of time (e.g. more than 2 weeks); (2) Prohibition on overnight guests; (3) Requiring that the resident be with the guest at all times on the property. (4) Requiring guests to show ID unless requested by the tenant. (5) Subjecting caregivers, whether caring for a child or children, or an adult with disabilities, to limitations on the number of days for guests.</p> <p>Landlord may ban a person who is not a tenant from the rental premises if the person has committed violent criminal activity or drug related criminal activity at rental premises. No person shall be banned from the rental premises without the consent of the tenant unless the following have taken place:</p> <p>(1) A notice of the ban is issued to the tenant stating the:</p> <p>(a) name of the person banned,</p> <p>(b) grounds for the ban including, (i) the specific facts detailing the activity resulting in the ban; (ii) the source of the information relied upon in making the ban decision; and (iii) a copy of any criminal record reviewed when making the ban decision; and</p>

	<p>(c) the right of the tenant to have a meeting to dispute the proposed ban, discuss alternatives to the ban, and address any unintended consequences of the proposed ban.</p> <p>(2) If requested, a hearing on the ban has taken place to provide the tenant an opportunity to dispute the proposed ban, discuss alternatives of the ban, and address any unintended consequences of the proposed ban.</p> <p>A tenant may not invite or allow a banned person as a guest on the premises, provided the Landlord has followed the proper procedure and given notice to Tenant as set forth herein.</p> <p>A tenant who violates the guest policy may be given a written warning detailing the facts of the alleged violation. The written warning shall detail the violation, and warn the tenant that repeated violations may result in termination of tenancy. Tenants that repeatedly violate the guest policy, (e.g. three (3) or more violations within a twelve (12) month period) may be issued a notice of termination in accordance with state and federal law.</p> <p>Nothing in this policy limits a person's right to pursue a civil order for protection against another individual.</p>
<p>f.</p>	<p>Parking Policies. Parking policies and practices must comply with applicable laws. Vehicles shall not be towed to a location that is more than 6 miles from the rental premises, unless there is not a towing company with a tow location available within 6 miles.</p>

MEMORANDUM OF UNDERSTANDING BETWEEN NORTHPOINTE DEVELOPMENT II CORPORATION AND MIDDLETON OUTREACH MINISTRY, INC.

This MEMORANDUM OF UNDERSTANDING (this "**MOU**") is hereby made and entered into by and between Middleton Outreach Ministry, Inc. (hereinafter "**Service Provider**") and Northpointe Development II Corporation (hereinafter "**Developer**").

I) PURPOSE:

The purpose of this MOU is to develop a framework of cooperation between Service Provider and Developer that will lead to the development and operation of a 61-unit multifamily development on a parcel located at 7601 Mineral Point Road, Madison, Wisconsin (the "**Project**"). The Developer will construct the Project, which will be financed in part by low-income housing tax credits allocated by Wisconsin Housing and Economic Development Authority and by a loan made available through the City of Madison Affordable Housing Fund. All 61 units will be deemed affordable and rent restricted to households earning 30-80% of the County's Median Income for a period of 40 years. 13 units, including 7 one-bedrooms, 4 two-bedrooms, and 2 three-bedrooms will be set aside for households, including Veterans, at 30% of County Median Income and who are currently homeless, formally homeless, or at risk of being homeless. Service provider agrees to provide and/ or coordinate services needed by the tenants of the set aside units at the project.

II) STATEMENT OF MUTUAL BENEFIT AND INTERESTS

Service Provider represents and warrants that the service coordination described in this MOU conforms with their organization's mission and purpose and that the level of service coordination they intend to provide is adequate for the number of supportive housing units and targeted population. Service Provider is a local member of the Homeless Services Consortium. The proposed project is located within the Service Provider's area of focus.

Developer represents and warrants that Service Provider's participation in this transaction will benefit the Project and allow tenants to maintain housing.

III) STATEMENT OF OBLIGATIONS

A) Service Provider:

A designated Service Coordinator will be responsible for linking the target population at the site with supportive, medical, or advocacy services in the general community for which they are entitled, with a desired outcome of keeping them

independent in their units. Specific services to be offered under this agreement include:

- 1) Completion of an intake assessment to identify strengths as well as areas of need for individuals and families. The Service Coordinator will make reasonable effort to engage residents in this process. It is understood and agreed that the resident has to voluntarily agree to participate in the process.
- 2) Development of a case management plan for residents completing the intake assessment. This plan may include referral to other resources, including services and resources specific to their needs. This will include linking residents with agencies that support independence and self-sufficiency, access to benefits, employment opportunities and financial assistance and management.
- 3) Assisting property management staff in referrals and housing families selected from the applicable Community-Wide Priority List and providing case management services if the tenant is eligible and Service Provider has capacity.
 - (a) Service Provider currently has the capacity, and developer is targeting, to provide case management services to a maximum of 2-4 households from the priority list at the property. The Service Provider may include referral to other resources, as the tenants will have a choice in the provider
- 4) Assisting property management staff in referrals and housing formally homeless families that do not require intensive services
- 5) Provide on-site services on as needed basis for the residents of the property. The frequency of services as follows:
 - (a) On-site services
 - (i) Monthly during a three month initial lease up phase of the project.
 - (ii) Quarterly after the lease up phase through the remainder of the 15 year tax credit compliance period.

B) DEVELOPER:

- 1) Work with property management to create a Tenant Selection Plan and preferences that target Individuals and/ or families experiencing homelessness, formally homeless families, and Veterans who are homeless or at risk of being homeless.
- 2) Provide a space at the property for Service Provider to meet with tenants.
- 3) Notify Service Provider of vacancies for supportive units, some of which may include a veteran's preference, for referral opportunities.
- 4) Coordinate with a Veteran Specific Support Service Provider, additionally, for referrals when vacancies occur in the Veterans supportive units.
- 5) Developer to pay Service provider \$5,000 annually with the first payment occurring when the project receives its occupancy permit from the City. Payments will continue every 12 months from date of initial occupancy until the projects 15-year tax credit compliance period has expired.

- 6) Work with Service Provider and property management to leverage additional non-City funded supportive service dollars.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts Service Provider or Developer from participating in similar activities with other public or private agencies, organizations, and individuals. However, both parties to this agreement acknowledge a desire to maintain strong working relationships in the future, to consider future partnership opportunities, and to discuss partnership opportunities that they believe may be of interest to the other party.

PRINCIPAL CONTACTS. The principal contacts for this instrument are:

SERVICE PROVIDER

Ellen Carlson
Executive Director
Phone: 608-826-3417
Email: ellen@momhelps.org

DEVELOPER

Sean O'Brien
Principal
Phone: 608-334-5665
Email: sean@northpointedev.com

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the first date set forth above.

Middleton Outreach Ministry, Inc.

Northpointe Development II Corporation



Ellen Carlson,
Executive Director



Sean O'Brien,
Principal

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made this 29th day of October 2021 (the "Effective Date"), by and between the Dane County Veterans' Services Office, and Lutheran Social Services and Northpointe Development II Corporation ("Developer").

WITNESSETH

WHEREAS, the Developer is the developer/owner of the subject proposed new construction of 64 units of affordable housing named Uno's Apartments located at 7601 Mineral Point Road, Madison, WI.

WHEREAS, the Dane County Veteran's Service Office is an organization which assists eligible veterans and their dependents in applying for state and federal veterans benefits, and whose mission is to serve all veterans and their families, with dignity and compassion, by providing assistance in the preparation and submission of claims for benefits to which they may be entitled, and to serve as their principal advocate and link to services on veterans' related issues.

WHEREAS, the intent of this Memorandum is to confirm our mutual desire and commitment to initiate a collaborative relationship to ensure eligible veterans are aware of the availability of affordable housing units in this development, and establish communication to connect future low-income residents with appropriate services and service providers.

WHEREAS, the Developer is seeking financial support from the Wisconsin Housing and Economic Development Authority through the Section 42 Low Income Housing Tax Credit Program (LIHTC).

WHEREAS, anticipating that the application will be well received by WHEDA, and hopeful that it will receive funding that will allow construction of the community, the Developer wishes to proactively establish an area referral network that includes the Dane County Veterans Service Office .

NOW THEREFORE, Developer and the Dane County Veterans Service Office agree:

- 1) The proposed project intends to provide 8 veterans housing units to those earning at or below 60% of the area median income. The target population for these units is veterans and the general population who have permanent developmental, physical, sensory, medical or mental health disabilities or a combination of impairments that make them eligible for long term care services.
- 2) Should the proposed project be developed, Developer and/or its property management agent will, during lease-up and whenever there is a vacant unit, contact your office and other area local partners asking for referrals of prospective residents who are low income and are veterans. This contact will be made by the Developer or their onsite management agent staff via email or phone.
- 3) The Developer's property management agent will establish a waiting list of prospective residents based on referrals described above.
- 4) The Developer and its property management agent will endeavor to make existing and prospective residents aware of services and resources available by provision of

a tenant resource area within the common area of the proposed development. The tenant resource area will consist of contact information for the Dane County Veterans Service Office as materials and brochures and other area collaborative partners. New residents will also receive a copy of the Dane County Veterans Service Office brochure directly from the property manager at the time of lease signing. Our onsite management agent staff will be coached regarding “who and how” with regards to the Dane County Veterans Service Office to help connect residents to appropriate service networks.

- 5) The proposed project will not provide long term services, nor charge fees related to long term services to residents, but will rather refer residents who may be veterans to the Dane County Veterans Service Office in order to assist residents to locate the services and funding appropriate to their individual need.
- 6) Residents will not be required to receive any services in order to reside in the development. Residents that desire to receive services will have choice in service provider(s).
- 7) The Dane County Veterans Service Office acknowledges awareness of this proposed project, and a willingness to provide the Developer and their agents with brochures and other materials in order for Developer to make residents aware of services offered by the Dane County Veterans Service Office.

Administrative Provisions

Duration

This MOU is subject to the project receiving an award of LIHTC, with operations expected to commence on 4/1/23. The initial period shall be 12 months from commencement of leasing operations. Either party may terminate this agreement with 30 days’ notice at the end of the initial period.

Amendments

This MOU may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy is signed by all parties.

Confidentiality

It is agreed that by virtue of entering into this MOU they will have access to certain confidential information regarding the other party's operations related to this project. It is further agreed that the parties will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this MOU or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this MOU. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment.


Nondiscrimination

There shall be no discrimination of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry, or national origin in the operation of the project.

Signatories:

Dane County Veterans Service Office

Lutheran Social Services

By: 

By: 


Date: 11/23/2021

Date: 10.29.21

Name: DANIEL A. CONNERY
Title: VETERANS SERVICE DIRECTOR
DANE COUNTY

Name: DENNIS HANSON
Title: VICE PRESIDENT

Northpointe Development II Corporation

By: 

Date: 10.30.2021

Name: Sean O'brien
Title: Secretary



**PIZZERIA UNOS
SITE REDEVELOPMENT**

7601 Mineral Pt Rd
Madison, WI 53719

knothe • bruce
ARCHITECTS



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