

## DANE COUNTY APPLICATION FOR 2021 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 August 4, 2021**. Upload application materials to the **Dane County AHDF Dropbox**.

### APPLICATION SUMMARY

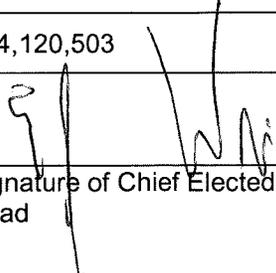
<b>ORGANIZATION NAME</b>	MWF Properties, LLC		
<b>MAILING ADDRESS</b> <small>If P.O. Box, include Street Address on second line</small>	7645 Lyndale Avenue South Minneapolis, MN 55423		
<b>TELEPHONE</b>	612-314-7652	<b>LEGAL STATUS</b>	
<b>FAX NUMBER</b>	612-243-5010	<input type="checkbox"/> Private, Non-Profit <input checked="" type="checkbox"/> Private, For Profit <input type="checkbox"/> Other: LLC, LLP, Sole Proprietor	
<b>NAME CHIEF ADMIN/ CONTACT</b>	Matt Yetzer	Federal EIN: <u>41-1962870</u>	
<b>INTERNET WEBSITE (if applicable)</b>	www.mwfproperties.com	DUNS Number: N/A	
<b>E-MAIL ADDRESS</b>	mattyetzer@mwfproperties.com		

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

PROJECT NAME	PROJECT CONTACT PERSON	PHONE NUMBER	E-MAIL
Pederson Reserve	Matt Yetzer	612-314-7652	mattyetzer@mwfproperties.com

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

TOTAL PROJECT COST	AMOUNT OF AHDF FUNDS REQUESTES	PERCENT OF AHDF FUNDS TO TOTAL PROJECT COST
\$24,120,503	\$1,500,000	6.22%

  
 \_\_\_\_\_  
 Signature of Chief Elected Official/Organization Head

Member  
 \_\_\_\_\_  
 Title

Erik Weis  
Printed Name

8/3/21  
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:	Pederson Reserve
Project Address:	N of 6639 Pederson Crossing Boulevard
City, State, Zip:	DeForest, WI 53532
Parcel Number:	0910-283-8680-1
Census Tract:	132.00

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.

The proposed project is located in the Village of DeForest. It will be part of the master planned 'Bear Tree Farm' development that will include rental housing, owner-occupied housing, a community baseball diamond, walking path and a variety of other outdoor recreation spaces. The master plan (which includes the proposed affordable housing use) has been reviewed by the Village Board and has received preliminary support. We will be going through our formal land use applications with the Village Planning Commission and Village Board for this specific project this fall, but have received positive feedback from City Staff and the Village President regarding their support for this use.

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.

The property is currently zoned Agricultural. The site will be rezoned to high density residential as part of the land use approvals for the larger master plan in the fall. The project is consistent with the Village's Comprehensive Plan which notes Mixed Use/Planned Neighborhood/Multifamily for this Bear Tree Farms area. Once the zoning is in place the final land use step will be a site plan review by the Planning Commission. We hope to have all of these approvals in place by the end of the year.

D. **PROJECT DESCRIPTION:** Provide a detailed description of the project.

Pederson Reserve will be a 100-unit affordable housing project, not restricted to a particular age group, and with rents affordable to residents earning 60% or less of the Area Median Income. The unit mix will be as follows:

60 one-bedroom units (700 sf)  
 20 two-bedroom units (1,000 sf)  
 20 three-bedroom units (1,200 sf)

The project will be three-stories of residential over one level of underground parking. We are proposing a pitched-roof building with exterior materials consisting of brick, CMU block, and cement fiber board siding. Resident amenities will include balconies, in-unit laundry, community room, fitness room, secure package room, on-site management, at least one covered parking stall per unit (included in rent), and a secure front entry.

The project will meet the following County funding preferences:

- A minimum of a 30-year affordability period, and will meet the income, occupancy, and rent restrictions of WHEDA low income housing tax credits (LIHTC)
- Include housing for households with incomes at or below 30% of County Median Income (CMI)
- Geographically located in an area underserved by quality affordable housing options, outside of the City of Madison, but with access to jobs, transit, school, and a variety of other area amenities
- Integrate supportive services in partnership with the Dane County Veteran's Service Office
- Improve access to rental housing through generous tenant screening criteria, as evidenced in the Property Management Certification letter included with this application
- Include 3 bedroom units for working families

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

Eleven units will be set aside for Veterans. An MOU has been signed with Dane County Veteran Services, in which we outline the referral and outreach process to connect potential Veteran residents to any services and resources they require. When there is a vacancy in one of these eleven units, we agree to hold this unit open for a minimum of 30 days, or until Dane County Veteran Services finds a person meeting the target veteran definition.

One additional unit will be set aside for a very low-income resident making 30% or less of the Area Median Income.

As outlined in the Tenant Selection Criteria included with this application, our management agent has agreed to not solely base a denial on past arrest or conviction records (depending on the severity of the offense and the potential impact on the safety and wellbeing of other residents and staffmembers). The Tenant Selection Plan outlines processes for working with the potential resident and any applicable support agencies to get the resident stably housed.

Yes	No	
<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	Persons with arrest and conviction records
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Individuals who are elderly
<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	ENERGY STAR Multifamily New Construction and EPA Indoor airPLUS
<input checked="" 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
January 2022	Site Acquisition
February 2022	Permit Plans Complete, Bid Package Released to Contractor
April 2022	Bids Awarded
June 2022	Financing Closing, Site Prep/Construction Begins
February 2023	Lease-up Begins. Resident Applications are Received
June 2023	Substantial Completion Achieved, Temporary CO Received, Resident Move-ins Begin
July 2023	Final CO Received
September 2023	Project Reaches Stabilized Occupancy

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:		TBD (N of 6639 Pederson Crossing Boulevard)					Projected Monthly Unit, including Utilities				
% of County Median Income (CMI)	Total # of Units	# of Bedrooms					\$ Rent for Studios	\$ Rent for 1 BRs	\$ Rent for 2 BRs	\$ Rent for 3 BRs	\$ Rent for 4+ BRs
		# of Studios	# of 1 BRs	# of 2 BRs	# of 3 BRs	# of 4+ BRs					
≤30%	1		1				\$580				
40%											
50%	20				20				\$1,340		
60%	79		59	20			\$1,150	\$1,363			
<b>Affordable Sub-total</b>	100		60	20	20						
80%											
<b>Market</b>											
<b>Total Units</b>	100		60	20	20		Notes:				

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

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

<b>Affordable Sub-total</b>											
<b>80%</b>											
<b>Market</b>											
<b>Total Units</b>											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 type="checkbox"/>	Community Building, square feet:
<input checked="" type="checkbox"/>	Community Room, square feet: 1,000
<input type="checkbox"/>	Garages, number: and monthly rent:
<input checked="" type="checkbox"/>	Surface parking, number: 100 and monthly rent: \$0
<input checked="" type="checkbox"/>	Underground parking, number 100 and monthly rent: \$0

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

The project will have access to the community recreational space being proposed for the Bear Tree Farms development area. This includes a ball diamond, walking path, concession area, and additional green space. Other on-site amenities will include a secure package room, fitness center, outdoor patio, balconies, a library/study area, and craft room.

## 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.

Along with the proposed Bear Tree Farms amenities mentioned above, the project site will also provide access to Windsor Community Park, Yahara River and Learning Center (Daycare), and convenient access to a wide variety of employment opportunities. The project site is located just 1.0 mile from Windsor Elementary School, and 2.0 miles from the Conservancy Place development area/DeForest Athletic Complex which includes ball fields and other public recreation spaces.

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	Pick 'n Save	3.2 miles
Public Elementary School	Windsor Elementary School	0.9 miles
Public Middle School	DeForest Area Middle School	3.7 miles
Public High School	DeForest Area High School	3.6 miles
Job-Training Facility, Community College, or Continuing Education Programs	Madison Area Technical College, ABC Apprenticeship & Training Trust	7.1 miles, 8.3 miles
Childcare	Yahara River Learning Center	0.1 miles

Public Library	DeForest Public Library	3.9 miles
Neighborhood or Community Center	Windsor Community Center	1.1 miles
Full Service Medical Clinic or Hospital	UW Health Family Medicine Clinic	1.9 miles
Pharmacy	Walgreen Pharmacy	3.7 miles
Public Park or Hiking/Biking Trails	Windsor Community Park	0.3 miles
Banking	Settlers Bank	1.6 miles
Retail	Prairie Square	7.2 miles
Other (list the amenities)	Conservatory Place Development Area/DeForest Athletic Complex, Multiple varied employment options	2.0 miles, 1.0 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.

There are a variety of employment options for residents within 2.0 miles or less of the project site. Within a 5 minute drive of the proposed project site residents will have access to a range of opportunities including Bell Labs (research facility), ABC Supply Co. (roofing supply company), a Walgreen Distribution Center, a Pepsi Distribution Center, Clack Corporation (manufacturer), Neesvig's (food manufacturer), and several others. These employers provide a wide range of job opportunities at income levels that will allow those employees to qualify for housing at Pederson Reserve. The type of housing being proposed will be critical to allowing these existing employers (and new employers coming to the area) to continue to expand and invest in the community.

While the nearest Metro Transit bus stops that will get residents into Madison are approximately 6.5 miles from the project site, there are a few dial-a-ride transit options within the Village (including VanGo) that provide transit options for medical or other related visits at an affordable price point.

## 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.

The development team has partnered with a number of private and public entities in developing this proposed project:

Wisconsin Housing and Economic Development Authority - will be a project partner on Housing Tax Credit and Tax-Exempt Bond Financing

Village of DeForest - multiple discussions with City Planning and Village President on our proposed project and necessary land use approvals

Village of Windsor - they will be providing water/sewer service for the proposed project, so we have worked with their City Staff on identifying capacity for this proposal and what (if any) infrastructure upgrades will be needed to service this project

Bear Tree Farms Development Team - collaborate on laying out the master planned area and identifying community amenities that best serve our proposed resident population

Dane County Veterans Service Office - partnering to provide services to the veteran's housing units that are being set aside at the proposed project. Have worked with on developing an MOU on this service provision and how the relationship will work between management and the Veterans Service Office team

Wisconsin Department of Administration - have an application into the Department for federal HOME rental housing development funding to help support affordability of the project

**N. PARTNERING 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. 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.

While we don't plan on having any units specifically set-aside for HSC clients, the applicant and the property management company for this project have a depth of experience in working with homeless households and make it a priority to serve this resident population as effectively as possible. We hope by partnering with Dane County Veterans Services and setting aside eleven units for veterans, we will be able to work with veterans who may have experienced homelessness in the past, or are currently experiencing homelessness, to help them achieve housing stability. Our management team works on a 'Housing First' model that prioritize this housing stability by not requiring any service provision for these units as a condition of occupancy.

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
100	N/A	N/A

**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	
<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"/>	Credit score
<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	Inability to meet financial obligations other than housing and utilities necessary for housing (gas, electric, water).
<input 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 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. )
<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.

Will the project incorporate the denial process detailed below?

Yes	No
<input checked="" type="checkbox"/>	<input 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.	<b>Security Deposits.</b> The amount of a security deposit shall not be more than one month's rent.
b.	<b>Late Fees and Other Fees.</b> 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.	<b>Rights of Youth to Access Common Spaces.</b> 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.	<b>Good Cause for Termination.</b> 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><b>Reasonable Guest Rules.</b> 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><b>f.</b></p>	<p><b>Parking Policies.</b> 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:	Dakota County Veterans Service (DCVS) Office. A variety of team members will be involved with the project, but there will always be a main contact for the property management team to reach out to with any questions or concerns.
Scope of Services provided to tenants and approaches supportive service partner will use to address needs of tenant population:	Service partner will connect residents to community resources, provide assistance to eligible veterans in applying for state and federal benefits, and serve as their principal advocate and link to services for veterans' related issues.
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:	Services will primarily be provided by referrals to off-site community supports, but there will be DCVS staff who will meet directly with residents to assist with applications for benefits.
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:	Information will be provided via a collaborative effort between DCVS staff and the management agent. Existing and prospective residents will be made aware of services and resources that are available through a resident resource area in the common area of the proposed development. This resource area will consist of contact information for the CVSO as well as materials and brochures for the County Aging and Disability Resource Center (ADRC) and other area partners. New residents will receive a copy of the CVSO and ADRC brochure directly from the property manager at the time of lease signing, and management staff will be coached on working with the CVSO and Aging/Disability Resource Center to connect residents to the services they need.
The frequency of services provided and/or a proposed schedule of when services are available to tenants:	Services will be provided as needed. No service requirement for occupancy.
How the supportive services partnership will be funded, including if the respondent is providing funding to support the partnership:	Service will be funded through DCVS operating budget. No funding will be provided by the respondent for these services.
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>The Dane County Veterans Service Office has been the main source of assistance for local veterans since the department was established. By focusing solely on the veteran, DCVS staff are able to best connect these individuals with the resources and services they need. Every member of the DCVS staff has military experience, which allows them to properly relate to their clients and best serve their needs.</p> <p>Some specific experience serving the target population included assisting recently discharged veterans with recording DD-214s, VA healthcare</p>

	<p>enrollment, and State benefit enrollment. For veterans that have been out of the service for a longer period of time, the DCVS office assists with pension aid, home buying assistance, and compensation claims for any disabilities.</p> <p>In partnership with local developer/owners and management companies in the County, the DCVS office has been successful in providing stable housing for veterans and providing them the assistance they need after returning from duty.</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>It will be an ongoing collaborative effort between DCVS and the respondent to ensure the available resources are being communicated the target resident population. In order to achieve this goal, the on site manager will be providing information on these available services to residents as part of the lease up package, and additional materials will be available in the common area for residents to review. Both parties have agreed to maintain an open line of communication to make sure any issues are resolved quickly, and any service provision requested by residents is made available as efficiently as possible.</p>

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

The mission of the Dane County Veterans Service Office is to assist veterans and their families with obtaining local, state, and federal veterans benefits. The Service Office consists of a seven member team who are focused on the advocacy for veterans and their families. Through programs like the Vets Ride with Pride Bus Program, home-buying assistance, connection to education grants and benefits, and assistance with the variety of health benefit programs available to veterans; the Service Office team is dedicated to helping ease the transition of Dane County veterans into everyday civilian life.

The Veterans Service Director, Daniel Connery, joined the staff in May 2006 - and leads the team through their assistance of veterans throughout the County. With all 7 team members having military experience, there is an acute understanding of the transition these veterans are experiencing, and the associated services that are available to help with that transition.

## 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.

MWF Properties is an integrated real estate company providing full-service project development of multifamily housing. Since its inception in 1999, MWF has specialized in tax credit developments throughout the midwest - developing or consulting on the development of over 2,000 units of workforce housing during that time. From these developments, our team has gained extensive experience in providing all design, master planning, financing, pre-development and final development activities. MWF has a strong record of developing long standing relationships in the communities they develop, as evidenced by the number of cities where we have developed multiple projects. With 19 years of experience developing affordable housing, MWF brings a history of developing quality affordable housing that communities are proud of; and a track record of successful public/private partnerships with Cities, Counties, local employers, and housing advocacy groups to help these projects come to fruition.

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

Since 2014 Velair Property Management has provided management services on MWF Properties' workforce housing projects. The company currently manages 1,720 units of affordable housing across Iowa, Illinois, and Minnesota. With experienced personnel that have over 40 years of experience in the industry, Velair has a commitment to providing safe, stable, and well-kept housing for those most in need. While this would be Velair's first project under management in the State of Wisconsin; the Vice President, Director of Property Management, and Director of Compliance have all had experience working in the State and with the State Housing Agency throughout their careers, and are confident they will be able to carry the same high standards for housing to this proposed project in the Village of DeForest.

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

N/A

## 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
First Mortgage	\$12,010,000
Equity Proceeds	\$7,776,234
Energy Rebates	\$10,000
Dane County AHDF	\$1,500,000
WDOA HOME	\$843,000
Deferred Developer Fee	\$1,981,269
TOTAL	\$24,120,503

USES	AMOUNT
Land	\$800,000
Construction	\$17,030,720
Construction Contingency	\$851,536
Professional Fees	\$1,465,587
Developer Fee	\$2,000,000
Financing Costs	\$1,370,938
Operating Reserve	\$601,723
TOTAL	\$24,120,503

V. Which of the identified sources have been secured?

We have received preliminary commitments from Bridgewater Bank for the Construction and Permanent Loans; and from US Bank for the Equity Proceeds. We will be putting up a GP Loan at closing to commit to the Energy Rebate funds. We are committed to deferring Developer Fee to fill the remaining gap and make the project financially feasible.

We expect to hear back from the Wisconsin Department of Administration on our HOME application in late August/early September.

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.

We will be applying for federal 4% tax credits for the proposed project. We've heard from WHEDA that it is about a 4-6 month processing timeline, so our hope is to submit our 4% tax credit application in late 2021/early 2022 to allow us to close and begin construction in spring/summer 2022.

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

But for the AHDF funds, this project would not be financially feasible given the lower first mortgage we are able to support with the restricted rents. Rising interest rates and construction costs brought about by material shortages have also contributed to increasing our expected financing gap for the project. In order to help fill this gap we have investigated several local funding opportunities (including WDOA HOME), spoken with a number of investors and lenders to gauge the best terms for this deal, and have committed to deferring a significant amount of developer fee.

With the County's financial support we will be able to provide units at a variety of income levels (30%, 50%, and 60%), enhancing the impact of the proposed development and the communities it will serve. Without this support we would not be able to serve these lower-income and 'workforce' qualified households.

While there are some additional financing challenges related to this project since it is not located in a QCT or a Village-established TID - we are able to make this project proposal financially feasible with the support of the AHDF funds. The proposed project is located in an area of the County that is underserved for quality affordable housing options for the growing workforce, and with the County's support we hope to help meet that demand with this proposed project.

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**  
SEE ATTACHED CASH FLOW

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>INCOME</b>										
Gross Potential Rent										
Vacancy										
Other Income										
Total Income										
<b>OPERATING EXPENSES</b>										
Marketing										
Payroll										
Other Administrative Costs										
Management Fees										
Utilities										
Security										
Maintenance Expenses										
Property Taxes										
Insurance										
Reserves for Replacement										
Total Operating Expenses										
<b>Net Operating Income</b>										
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
<b>INCOME</b>										
Gross Potential Rent										
Vacancy										
Other Income										
Total Income										
<b>OPERATING EXPENSES</b>										
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										

Tenant Section Plan  
Pederson Reserve

GENERAL INFORMATION

Development:

Pederson Reserve  
N of 6639 Pederson Crossing Blvd  
DeForest, WI 53532

This property is designated:

General occupancy, housing tax credit-100 units

Population targeting:

Single Head of Household with minor children  
General occupancy  
Families with Children

Strategic Priority:

Housing for Veterans: 11 units

The Development offers:

1 Bedroom apartment at 60% rent limits with 60% income limits:	59
1 Bedroom apartment at 30% rent limits with 30% income limits:	1
2 Bedroom apartment at 60% rent limits with 60% income limits:	20
3 Bedroom apartment at 50% rent limits with 50% income limits:	10
3 Bedroom apartment at 50% rent limits with 50% income limits:	10 HOME

This development participates in and is regulated by the following housing programs:

Housing Tax Credit Program

Section 504 Equal Access Statement

This document is kept on the S drive that is accessible on the property. This document may be examined at any time on the property. If you need assistance in locating or reading the tenant selection plan, please contact your manager.

For hearing impaired persons-

Management will provide assistance to hearing impaired persons in reviewing this document. Assistance may include provision of a qualified interpreter at a time convenient to both management and the individual.

For vision impaired persons-

Management will provide a staff person to assist a vision-impaired person in reviewing this document.

Assistance may include describing the contents of the document, reading the document or sections of the document or providing other such assistance, as may be needed to permit the contents of the document to be communicated to the individual.

Assistance to ensure equal access to this document will be available in alternate formats and provided in a confidential manner and setting. An individual with disabilities is responsible for providing his/her own transportation to and from the location where this document is kept by advocacy groups, social workers, household members or personal friends. The household should inform management if additional assistance is needed to complete forms or understand program requirements, procedures, house rules, etc. If an individual with disabilities is involved, all hearings or meetings required by this document will be conducted at an accessible location with appropriate assistance provided.

## FAIR HOUSING AND EQUAL OPPORTUNITY REQUIREMENTS STATEMENTS OF NON-DISCRIMINATION

It is the policy of the property to comply fully with Title VI of the Civil Rights Act of 1964, The Federal Fair Housing Act, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act, and any legislation protecting the individual rights of residents, applicants or staff which may subsequently be enacted. Under Federal Law it is illegal to discriminate against any person or group of persons because of race, color, religion, sex, disability, familial status or national origin. In addition, owners must comply with State and local fair housing and civil rights laws. The property will not;

- Deny to any household the opportunity to apply for housing, nor deny to any eligible household the opportunity to lease housing suitable to its needs;
- Provide housing which is different than that provided to others;
- Subject a person to segregation or unequal or different treatment;
- Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
- Treat a person differently in determining eligibility or other requirements for admission;
- Deny a person access to the same level of services; or
- Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

The property will not automatically deny admission to a particular group or category of otherwise eligible households; i.e., single head of households with children, elderly pet owners, or families whose head or spouse is a student. Each household in a particular group or category will be treated on an individual basis in the normal processing routine. The property will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, the property will make physical or procedural changes to permit individuals with disabilities to have full advantage of the housing program. Such accommodations may include changes in the method of administering policies, procedures, or services. In addition, the property may perform structural modifications to housing and non-housing facilities where such modifications would be necessary to afford full access to the housing program

for qualified individuals with disabilities. In reaching a reasonable accommodation with, or performing structural modifications for, otherwise qualified individuals with disabilities, the property is not required to:

- Make structural alterations that require the removal or altering of a load-bearing structural member;
- Provide an elevator in any multi-family housing development solely for the purpose of locating accessible units above or below the grade level;
- Provide support services that are not already part of its housing programs;
- Take any action that would result in a fundamental alteration in the nature of the program or service;
- Take any action that would result in an undue financial and administrative burden on the property.

## PRIVACY POLICY

It is the policy of the property to protect the privacy of individuals covered by the Federal Privacy Act of 1974, and to ensure the protection of such individual's verification records maintained by the property. This information may be released to appropriate federal, state and local agencies, when relevant, and to civil, criminal or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released unless the individual gives written authorization to do so. This privacy policy in no way limits the property's ability to collect such information as it may need to determine eligibility, compute rent or determine a household's suitability for tenancy. Consistent with the intent of Section 504 of the Rehabilitation Act of 1973, any information obtained on handicap or disability will be treated in a confidential manner.

## VAWA

The owner/agent must provide notice to tenants of their rights and obligations under VAWA. Status as a victim of domestic violence, dating violence, sexual assault or stalking cannot be a basis for denial of rental assistance or admission if the applicant otherwise qualifies.

The owner/agent will not assume that any act is a result of abuse covered under VAWA. In order to receive the protections outlined in the VAWA, the applicant/tenant must specify that he/she wishes to exercise these protections.

When the owner/agent responds to a claim of protected status under VAWA, the owner/agent will request, in writing if appropriate, that an individual document the occurrence of the domestic violence, dating violence, sexual assault or stalking. The owner/agent must provide victims the option to complete the Certification of Domestic Violence, Dating Violence or Stalking, form HUD-5382, or, in lieu of the certification form or in addition to it, owners may accept a federal, state, tribal, territorial, or local police record or court record, or documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional from whom the victim has sought assistance in addressing domestic violence, or the effects of the abuse. If delivery of the certification form places the victim at risk, the owner/agent will work with the applicant/tenant in making acceptable delivery arrangements. The

applicant/tenant will have fourteen (14) calendar days, or an agreed upon extension date, to submit the form or provide another form of documentation.

An owner/agent is not required to demand that an individual produce official documentation or physical proof of status as a victim in order to receive the protections of VAWA. The owner/agent, at his/her discretion, may provide assistance to an individual based solely upon the individual's statement or other corroborating evidence.

An incident or incidents of actual or threatened domestic violence, dating violence or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be "good cause" for termination of the assistance, tenancy or occupancy rights of a victim of such violence.

The identity of the victim and all information provided to the owner/agent will be retained in confidence. The owner/agent will retain all documentation relating to an individual's VAWA protections in a separate file that is kept in a separate, secure location from the other tenant files. Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is:

- Requested or consented to by the victim in writing
- Required for use in an eviction proceeding or termination of assistance
- Otherwise required by applicable law

The owner/agent must have tenants sign the VAWA lease addendum, form HUD-91067.

The owner/agent must not penalize victims of domestic violence, stalking or dating violence if the incident under review is a direct result of such abuse.

#### VAWA Emergency Transfer Plan

In accordance with VAWA, tenants of Covered Properties who are victims of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.

Emergency transfers depend on a determination that the tenant is eligible pursuant to this Plan and VAWA. Emergency transfers can be internal or external. Owners of Covered Properties are required to follow this Plan.

- Internal Emergency Transfers. The Emergency Transfer Plan will allow eligible tenants to request an emergency transfer from the tenant's current unit to another unit within the property when a safe unit is immediately available. An internal transfer would allow an eligible tenant to reside in a new unit in the same property without having to undergo an application process. The ability of a property manager to honor such a request may depend on whether the property has a safe unit that is available to offer the eligible tenant for temporary or more permanent occupancy. If a safe unit is not immediately available, the owner must provide that, at a minimum, the tenant receives any applicable additional priority that housing provides may already provide to other types of emergency transfer requests.

- External Emergency Transfers. An eligible tenant may also request an external transfer. A request for an internal and external transfer may be made concurrently if a safe unit is not immediately available. An external transfer is an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant for that property; that is the tenant must undergo an application process in order to reside in the new unit. Eligible tenants who wish to make an external transfer when a safe unit is not immediately available, will be placed on the Section 811 PRA waiting list, with a preference over non VAWA related applicants, until the next preferred unit becomes available and provided information on victim service providers and advocates.

## GENERAL ELIGIBILITY CRITERIA

To apply for Section 42 housing assistance, households must be qualified under the following guidelines established by the U. S. Department of Housing and Urban Development (HUD), for the type of development, and for the size and type of unit available. Being eligible, however, is not entitlement to housing. In addition, every household must meet the tenant selection criteria. The tenant selection criteria are used to demonstrate the household's suitability as a tenant using verified information on past behavior to document the household's ability, either alone or with assistance, to comply with the rules governing tenancy. The household will be judged on current and past behavior and practices related to tenancy and not on any attribute or behavior which may be imputed to a particular group or category of persons of which a household may be a member. Households must also qualify in accordance with the following eligibility criteria:

## ELIGIBLE HOUSEHOLDS

- The household's annual income must not exceed program income limits.
  - HUD establishes income limits and revises them annually to ensure that housing is provided only to low- income households. Income limits will vary based on the household size. See below for a definition of household.
- Households must disclose social security numbers for all household members at least 6 months of age and older and provide proof of the number reported.
  - Acceptable forms of proof include: Original social security card; Driver's license with SSN; ID issued by federal, state or local agency; Earnings statement or payroll stubs; Bank statement; IRS form 1099; Benefit award letter; retirement benefit award letter; life insurance policy; or court records.
  - When an applicant has a SSN but does not have the required documentation, the applicant may submit the SSN and certify that the number is accurate. The applicant must provide SSN documentation to the property within 60 days from the date on which the applicant certified that the documentation was not available.
- All adults in each household must sign an Authorization for Release of Information prior to tenancy and annually thereafter.
  - Adult members of a household must sign these forms for the property to verify sources of household income and household size. The property will consider the household ineligible if the

adult members refuse to sign applicable consent and verification forms. Households who refuse to sign the applicable consent forms and provide required verifications will not be permitted to live at the property.

- The unit for which the household is applying must be the household's only residence.
  - Assisted tenants must have only one residence and receive assistance only in that unit.
- A household must agree to pay the rent required by the property, or the program under which the household will receive assistance.
  - If a tenant knowingly allows an ineligible person to live in the unit on a permanent basis without informing management, the tenancy will be terminated, and the tenant is ineligible to reapply for at least 24 months.
  - All information reported by the household is subject to verification.

#### INELIGIBLE HOUSEHOLDS

- A household is considered ineligible if:
  - The household's annual gross income is greater than the applicable income limit established by the HUD income guidelines.
  - Management determines that the household and/or household member(s) do not meet the tenant selection criteria or the criteria under which the property was developed.
  - A household member has been convicted of a drug related offense or crime that may interfere with the health, safety, or welfare for other residents and/or management staff.
  - A household member has been evicted from a federally assisted site for a crime or drug related offense.
  - A household member is a registered sex offender.

#### RESTRICTIONS

100 of the 100 apartments in this development must have tenants whose household maximum income does not exceed 60% MTSP (by household size), as published and updated annually by Minnesota Housing Finance Agency (utilizing HUD's income figures). Applicants will not be denied admission on the basis of using tenant based rental assistance. Applicants who do not receive rental assistance must have adequate financial resources to pay the cost of their housing. It is a policy of the Management Agent that residents should not pay more than 35% of their total income on housing. This will be used as a guideline to consider, but other factors such as rental history and credit history will be considered before denying an applicant due to low income.

## WAITING LISTS

The property does not use waiting lists and utilizes interest lists only. This means that applications are not accepted until there is a unit to offer the prospect, and that the interest list is notified of the availability of units in the order of inquiry. The first to respond to the notice of availability either by email, phone, 711, TTY or other means with the necessary information (i.e. name, contact information, family size, unit size requested) as directed on the notice of availability are offered an appointment to apply for a specific unit.

## GENERAL OCCUPANCY STANDARDS

The property will follow occupancy standards that consider the size and number of bedrooms needed based on the number of people in the household in order to assist as many people as possible without overcrowding or under-utilizing units, and to minimize vacancies. The property will comply with all reasonable state and local health and safety restrictions regarding the maximum number of persons permitted to occupy a unit. The maximum number of persons per bedroom is limited to two. The property will take into consideration the number of persons in the household; the household's need for a larger unit as a reasonable accommodation; and balancing the need to avoid overcrowding with the need to avoid underutilization of the space and unnecessary subsidy when determining the appropriately sized unit. However, the final decision as to the number of persons residing in a unit shall be left to the discretion of the property.

- Owners may approve a unit that is smaller than the occupancy standards listed above if:
  - doing so will not cause serious overcrowding;
  - the household requests a smaller unit because the household would otherwise be rejected if no units of the appropriate size are available or exist within the property; and
  - The assignment will not conflict with local codes.
- Owners may assign a larger unit if:
  - No eligible household requiring the larger unit is available to occupy the unit.
  - A household needs a larger unit as a reasonable accommodation for a household member who is a person with a disability.
- A single person must not be permitted to occupy a unit with two or more bedrooms, except for the following reasons:
  - A person with a disability who needs the larger unit as a reasonable accommodation.
  - A displaced person when no appropriately sized unit is available.
  - An elderly person who has a verifiable need for a larger unit.
  - A remaining household member of a household resident when no appropriate sized unit is available.
  - A person may make a written request to management.
- Handicap accessible units are reserved for households that have a documented need for a unit that is accessible to or adaptable for persons with mobility, visual or hearing impairments, households containing at least one person with such an impairment will have first priority (as applicable for a

particular unit). Owners may lease these units to families who do not need the special features when no current resident need such a unit. However, a lease provision requires the household to transfer to another suitable unit when someone can document the need for the special features of the unit.

NOTE: Current residents in good standing requiring accessible/adaptable units shall be given priority over households requiring the same type of unit. Where no such households or current residents are at hand, management reserves the right to hold such units available while outreach efforts are in process to obtain households with need for such units. Where non-disabled persons are moved into units designed to meet special needs, they must agree to move to the first available appropriately sized unit with no such design features available should a household or current resident require an accessible unit of the type currently occupied by the non-disabled person.

### QUALIFYING FOR ADMISSION

It is the property's policy to accept and process applications in accordance with applicable HUD regulations. Every application must be completed in its entirety, with or without assistance, and signed and dated by the head of the household and co-head(s), and all household members 18 years of age and older, if applicable. All members of the household shall be listed on the application form. Staff will assist any applicant who might have trouble completing the application form. This assistance might take the form of answering questions about the application, helping households who might have literacy, vision or language problems and, in general, making it possible for interested parties to apply for housing. Applications that are incomplete and/or have not been signed and dated as required will not be processed. Failure to respond to requests may result in withdrawal of an application from further processing. Management may make exceptions to the procedures described herein to consider circumstances beyond the household's control; i.e., medical emergencies or extreme weather conditions. If failure to respond is due to a disability, reasonable accommodations will be made by management. No decisions to accept or reject households shall be made until all verifications prompted by the application form have been received. The following items will be verified by the property to determine eligibility and suitability for admission to the development:

- Financial credit check
- Criminal background check
- Landlord reference check
- Above listed eligibility criteria

### TENANT SCREENING CRITERIA

The property will not employ criteria that are unrelated to a household's ability to meet essential lease requirements. It is unlawful to make an inquiry to determine whether a household, or any persons associated with that household has a disability, or to make inquiry as to the nature or severity of a disability of such a person.

- Upon receipt of a completed application the household shall be screened considering factors that include, but are not limited to, the following:

- Demonstrated ability to pay rent and utilities on time:
- Comments from current and former landlords; endorsement from at least two is preferred. Inquiry will be made pertaining to current/past rental history including nonpayment of rent, failure to cooperate with applicable recertification procedures; violations of house rules; violations of lease; history of disruptive behavior; housekeeping habits; termination of assistance for fraud; and/or previous evictions. For individuals with no landlord reference, management will determine through other acceptable sources, (service providers, case managers, or other acceptable referrals):
  - who is acceptable to act in the place of a landlord,
  - the type of inquiry(ies) that will be made to provide information and/or substantiate that an acceptable current/former tenant/landlord-like relationship(s) exists(ed);
- Credit references. Credit checks may be useful when no rent payment history is available. However, lack of a credit history, as opposed to a poor credit history, is not sufficient justification to reject a household;
- Drug related or criminal history record. Inquiries may be made of each household member 18 years of age and older to determine if there has been a conviction of any crime(s) other than traffic violations. A pattern of abuse of drug or alcohol may interfere with the health, safety and right to peaceful enjoyment by other residents.
- Applicant's ability to comply with the terms of the lease. Housekeeping habits. Housekeeping criteria are not intended to exclude households whose housekeeping is only superficially unclean or disorderly if such conditions would not appear to affect their or others' health, safety and/or welfare;
- Units for persons with disabilities. For households who require a handicapped accessible unit inquiry may be made to determine whether a household is qualified for a unit that is available only to persons with disabilities or to persons with a particular type of disability. Inquiries may be made to determine whether a household for a such a unit is qualified for a priority that is made available to persons with disabilities or to persons with a particular type of disability;
- Consideration of extenuating/mitigating circumstances in the Screening process. Owner's may consider extenuating/mitigating circumstances in evaluating information obtained during the screening process to assist in determining the acceptability of a household;

The following factors will not be used when screening a household:

- Physical examinations: Owners may not require physical examinations or medical testing as a condition of admission. Owners may uniformly require all households to furnish evidence of ability to meet the obligations of tenancy but may not impose greater burdens on individuals with disabilities;
- Meals and Other Services: Owners must not require tenants to participate in a meals program or establish other mandatory charges for services without the prior consent of HUD;
- Donations or contributions: Owners must not require a donation, contribution, or membership fee as a condition of admission. Owners may not require any payments not provided in the lease.

The property will be the final judge of what constitutes adequate and credible documentation. If there is any doubt about the truthfulness or reliability of information received, alternative methods will be pursued until

the property is satisfied that the documentation obtained is the best available. If any of the below information is true the household will be denied residency:

#### CREDIT

- Households with outstanding (unpaid) collections totaling \$2000.00 or more.
- Households with judgments and credit grantor loss write-offs totaling \$1500.00 or more.
- Households with a bankruptcy on their record that is less than four years old.
- Households with a consistent history of late payments on their financial obligations.
- Households with outstanding financial obligations to current or previous landlords.
- Households with outstanding financial obligations to mortgage lenders less than four years.
- Households with outstanding utility debt.

#### CRIMINAL HISTORY

- Any household member who was evicted in the last three years from federally assisted housing for drug-related criminal activity
- Any household member who has a conviction record for any drug related offense for which Property Management has reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug that may interfere with the health, safety, or welfare of other residents and/or management staff
- Any household member that is subject to a state sex offender registration requirement that may interfere with the health, safety, or welfare for other residents and/or management staff
- Any household member who has a criminal conviction that may interfere with the health, safety, or welfare for other residents and/or management staff

#### LANDLORD REFERENCE

- Households that have a poor rental history to include but not limited to: late payments of rent, utility bills, etc.
- Households with an unlawful detainer or eviction on their record less than two years.
- Households with verified housekeeping problems that include safety, health, or pest control hazards.
- Households with a history of disturbing, or interfering with the health, safety, or welfare for other residents and/or management staff.

NOTE: A valid explanation for any of the above listed criteria (credit, criminal, or landlord history) may be considered by the owner/agent if provided in writing during the approval and appeal process.

#### **AHDF FUNDING REQUIREMENTS**

**Per the financing agreement with Dane County, the following occupancy criteria shall apply to the proposed project. If in any case there is a conflict between the criteria below and other criteria listed in this Tenant Selection Plan, the criteria listed below shall prevail:**

If AHDF Funding is awarded to the project, applicants will not be denied based solely upon any of the below:

- 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
- Lack of housing history
- Credit score
- Information on credit report that is disputed, in repayment, or unrelated to a past housing utility (gas, electric, and water only) obligations
- Inability to meet financial obligations other than housing and utilities necessary for housing (gas, electric, water)
- Owing money to a prior landlord or negative rent 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
- Wisconsin Circuit Court Access records
- Membership in a class protected by Dane County fair housing ordinances and non-discrimination ordinances in the municipality where the project is located

#### **DENIAL OF RESIDENCY OR ASSISTANCE**

Households may be denied particular units if the household's characteristics are not appropriate for the size or type of units that are available at that time. If a household is denied residency for any reason the owner will notify the household in writing of the specific reason for denial of admission or assistance.

- 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. Section 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 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:
      - The action or inaction forming the basis for the denial,
      - Who participated in the action or inaction,
      - When the action or inaction was committed, and
      - 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 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 request 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.

#### MITIGATING CIRCUMSTANCES

All applicants that apply will receive the results of the tenant screening criteria in writing. Any household who cannot meet one or more of the tenant screening criteria may appeal in writing. The purpose of this

appeal is to determine whether it is possible to admit the household through consideration of mitigating circumstances or by applying a reasonable accommodation. Mitigating circumstances would be facts (that can be verified) that would overcome or outweigh information gathered in the tenant screening process. Acceptable evidence of mitigating circumstances may include the following:

- Verification that unacceptable past behavior is either no longer in effect or otherwise controlled;
- Households who claim unacceptable behavior resulting from alcoholism or drug addiction must verify that they are not currently engaging in alcohol abuse or the use of illegal drugs and have successfully completed a rehabilitation program. During the period that the household is claiming no current use, the applicant's behavior in the previously unacceptable area must have shown improvement. Unimproved behavior shall be taken to construe that either the applicant's unacceptable behavior was not caused by alcohol or drug abuse, or the household is still engaging in alcohol or drug abuse. Lack of improvement in a previously unacceptable area shall result in a rejected application. The property shall also have the right to request further information reasonably needed to verify a mitigating circumstance, even if such information is of a medically confidential nature. If the household refuses to provide or give access to such further information, the property will give no further consideration to the mitigating circumstance.

#### UNIT TRANSFERS

Residents may be required to transfer to another unit within the property to correct inappropriate unit size. If so, the household must transfer within 30 days after receiving notice from the owner of the availability or remain in the same unit and pay the approved contract rent. The owner may require a new security deposit on the unit into which the tenant is being transferred. If the tenant has any unpaid rent/utility expenses or charges assessed for tenant damages the owner may require payment prior to the transfer. The resident will be considered for a unit transfer when the following has occurred:

- Increase in household composition;
- Decrease in household composition;
- Household circumstances necessitate a different unit; i.e., medical reasons; or
- Reasonable accommodations to a household member with a disability.

#### ANNUAL CERTIFICATIONS

Section 42 requires that owners recertify the household's income and composition annually. Households are required to supply Property Management with requested information as governed by IRS guidelines. Households must sign consent forms allowing Property Management to obtain verification of the following items:

- Student Status
- Other factors that affect the determination of gross income or eligibility.

Property Management will inform households through written notice about the household's responsibility to provide information about changes in household income or composition necessary to properly complete an

annual recertification on four occasions:

- Initial Notice – Will be provided at the signing of the household’s original lease and during each annual recertification;
  - Household must agree to cooperate with the annual re-certification requirement of the Low-Income Housing Tax Credit program and/or Tax-Exempt Bond Compliance Program
  - House must agree to annually comply with, family composition and student status certification requirements.
- Second Reminder Notice – Property Management will provide the household a reminder 120 days prior to the recertification anniversary date. This notice will contain:
  - List information the household should bring to re-certify their household;
  - Will state the cut-off date in which the household has to contact the manager; and
  - If the household fails to respond before the recertification date, unlawful detainer/eviction proceedings will commence.
- Third Reminder Notice – Property Management will provide the household a reminder 90 days prior to the recertification anniversary date. This notice will contain all the information stated in the second reminder notice.
- Final Reminder Notice – Property Management will provide the household a reminder 60 days prior to the recertification anniversary date. This notice will contain the information stated in the first reminder notice and serve as a 60-day notice to terminate tenancy or increase rent according to IRS guidelines.

#### MISCELLANEOUS RECERTIFICATIONS

Households must supply information requested by the property or IRS for use in recertification of household income compensation in accordance with HUD requirements. All households must notify the property when:

- A household member moves out;
- The household wants to move a new member in;
- Change in student status or eligibility requirement.

#### INSPECTIONS

Inspections will be conducted on a regular basis in order to keep the property looking and functioning at its best.

- Move-in Inspection – Provides an opportunity to familiarize the household with the property and the unit, as well as to document its current condition.
- Move-out Inspection – Performed upon the unit being vacated by the household to ensure there are no damages to the unit. Management will assess the unit and determine if the damage is reasonable wear and tear or excessive damage caused by the household’s abuse or negligence.
- Annual Unit Inspections – Management completes annual unit inspections to determine whether the appliances and equipment in the unit are functioning properly and to assess whether a component needs to be repaired or replaced. This is also an opportunity to determine any damage caused by the household, repair the damages and bill accordingly.

- Other Inspections – State, local, lender or syndicators annually inspect the units and entire property to ensure that the property is being physically well maintained. These inspections assure that owners are fulfilling their agreement and the households are provided with decent, safe and sanitary housing.

## RECORDS RETENTION

- All current resident files including pending applications will be stored in a locked file drawer. Past resident files, including denied or canceled application will be stored in a secured storage place.
- Denied or Canceled applications will be stored for at least 3 years.
- Tax Credit files that are not first year files will be stored for at least 7 years after the resident moves out. Records for residents with Tenant Based Section 8 vouchers are retained from application throughout tenancy and for at least 3 years after tenancy ends for any reason.
- Tax Credit first year files will be stored for at least 6 years after the compliance period of the building.
- When files are being destroyed, they will be shredded.

## CHANGES TO THE TENANT SELECTION PLAN

Management reserves the right to update the property’s Tenant Selection Plan at any time to continually improve the quality of service and life at the property. If change occurs, all previous versions of the property’s Tenant Selection Plan shall be deemed null and void.

## DEFINITIONS:

### HOUSEHOLD

A household consists of:

- One or more persons age 18 or older whose income and resources are available to meet the household’s needs;
  - When determining household size for establishing income eligibility, the property will consider all persons living in the unit except live-in aids, foster children or foster adults and guests.
  - When determining household size, the property must include the following individuals who are not living in the unit: Children temporarily absent due to placement in a foster home; Children in joint custody arrangements who are present in the household 50% or more of the time; Children who are away at school but who live with the household during school recess; Unborn children of pregnant women; Children who are in the process of being adopted; Temporarily absent household members who are still considered household members(for example: a household member who is working out of state on assignment but plans to return to the household when the assignment is complete); Household members who are in the hospital or rehabilitation center for a fixed period of time; Persons permanently confined to a hospital or nursing home if the household wants them listed as a household member.
  - A remaining household member(s) is any person(s), except a live-in aide who remains in the unit and was considered a member of the household on the most recent lease or re-certification form. To qualify as a remaining household member the person(s) must:

- be a member of the original tenant household or have become a member of the tenant household subsequent to move-in with written approval of the property and remained in continuous occupancy up to and including the time the original tenant of record vacates or dies;
- be at least 18 years of age;
- meet eligibility criteria as described within the tenant selection plan
- be listed on the current lease or HUD Form or Tenant Income Certification; and
- have his/her income (if any) included in the household's annual income.

## HANDICAPPED

A handicapped household includes:

- a person who is disabled by having a physical, developmental or mental impairment which:
  - is expected to be of a long, continued and indefinite duration;
  - substantially impedes his or her ability to live independently; and;
  - is of such a nature that such ability could be improved by more suitable housing conditions and,
- a person with a developmental disability as defined below.

## DISABLED

A disabled household includes a person who is under a disability as defined in Section 223 of the Social Security Act, or in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act [42 U.S.C. 6001(7)]. Section 223 of the Social Security Act (42 U.S.C.423) defines disability as:

- inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death, or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
- in the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in Section 416(1)(i) of the Social Security Act), and is unable by reason of such blindness to engage in substantial gainful activity in which s/he has previously engaged with some regularity and over a substantial period of time.

Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act [42 U.S.C. 6001(7)1, defines disability as severe, chronic disability of a person which:

- is attributable to a mental or physical impairment or combination of mental and physical impairment;
- is manifested before the person attains age twenty-two;
- is likely to continue indefinitely;
- results in substantial functional limitations in three or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction capacity for independent living, economic self-efficiency; and,

- reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated.

## STUDENTS

The tax credit program is not designed to provide housing for a household that is made up entirely of full-time students. A full-time student is one who attends school at least five months in a year and has full-time student status for those five months. A full-time student can be attending elementary school, high school, college, graduate school, post-graduate school or a vocational institution. Full-time students must be verified, in writing, with the school attended. Whether or not a student is actually a full-time student is based on the number of hours or credits required for full-time student status by the school attended. The following are exceptions to the "full time student rule" and may be eligible even though the household is made up entirely of full-time students:

- Household is comprised of full-time students who are married and file joint federal tax return
- Household consisting of a single parent and at least one child, neither of whom is listed as a dependent on another person's (outside of the household) most recent tax return.
- A household member is a recipient of welfare, Temporary Assistance for Needy Families (TANF).
- A household member is a participant in a federal, state, or local job training program comparable to those funded by the Job Training Partnership Act (JTPA).
- A household consists of at least one student who was, within 5 years of the effective date of the initial income certification, under the care and placement responsibility of the state agency responsible for administering foster care.

For purposes of determining the eligibility of a person to receive assistance under section 8 of the U.S. Housing Act of 1937, any financial assistance (in excess of amounts received for tuition) that an individual receives under the Higher Education Act of 1965, from private sources, or an institution of higher education, shall be considered income to that individual except for a person over the age of 23 with dependent children.



7/30/21

Dane County Department of Human Services  
1202 Northport Drive  
Madison, WI 53704

**RE: Pederson Reserve – Tenant Selection/Occupancy Criteria**

To Whom It May Concern:

As the anticipated property management company for the above referenced project, please accept this letter as confirmation of our acknowledgement and agreement to the following -

**As part of our Tenant Selection Plan for the project we will incorporate the criteria outlined below and not deny applicants based solely on:**

- 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
- Lack of housing history
- Credit score
- Information on credit report that is disputed, in repayment, or unrelated to a past housing utility (gas, electric, and water only) obligations
- Inability to meet financial obligations other than housing and utilities necessary for housing (gas, electric, water)
- Owing money to a prior landlord or negative rent 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
- Wisconsin Circuit Court Access records
- Membership in a class protected by Dane County fair housing ordinances and non-discrimination ordinances in the municipality where the project is located

**We also agree to incorporate the denial process below into our tenant selection process**

- 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. Section 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 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:
      - The action or inaction forming the basis for the denial,
      - Who participated in the action or inaction,
      - When the action or inaction was committed, and
      - 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 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 request 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.

**Finally, we also agree to work with the Developer/Owner to include the following provisions as an addendum to all tenant leases:**

- 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 will be set forth in the rental agreement. Late fees will 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 allowed to use and enjoy common areas without supervision. This does not preclude reasonable rules to 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 as including 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) **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.

Landlords 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:

- (1) A notice of the ban is issued to the tenant stating the:
  - Name of the person banned,
  - 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
  - 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.
- (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.

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.

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.

Nothing in this policy limits a person's right to pursue a civil order for protection against another individual.

- f) **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.



Velair Property Management acknowledges that all of the criteria below will be incorporated into the final project documents, and will be applied to the Tenant Selection Policy and a Lease Addendum for the proposed project in the Village of DeForest.

Please feel free to reach out with any questions on the information above.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Parker", with a long horizontal flourish extending to the right.

**Velair Property Management**  
**Terry Parker**  
**Vice President**  
612.886.2491  
terryparker@velairmanagement.com

MWF Properties  
7645 Lyndale Avenue South  
Minneapolis, MN 55423  
TEL 612.314.7652  
FAX 612.243.4660  
MWFPROPERTIES.COM

8/3/21

Dane County Department of Human Services  
1202 Northport Drive  
Madison, WI 53704



**RE: Pederson Reserve – Registration for Green Energies/Sustainability Certification**

To Whom It May Concern:

Please accept this letter as confirmation that the Pederson Reserve project team will be pursuing **2020 Enterprise Green Communities Certification Plus** for the proposed project. We are currently waiting on hearing back from Enterprise Green Communities on our user registration, and plan on registering the project for this program as soon as we are able.

The project team has extensive experience working with the Enterprise Green Communities program on projects throughout the Midwest and are excited about the opportunity to utilize the program on this project to enhance the livability and wellbeing of our residents, while helping to reduce the environmental impact of the project.

Please feel free to reach out with any additional questions regarding our green energy commitment for this project

Sincerely,  
**MWF Properties, Inc.**

A handwritten signature in blue ink, appearing to read "Matt Yetzer", written over a light blue circular stamp.

**Matt Yetzer**  
**Senior Development Associate**  
612.314.7652  
mattyetzer@mwfproperties.com

Green Certification Details

Green Portfolio Overview

Certification Map

Pederson Reserve

New Certification

Show 25 entries

Search:  X Clear Filters

Action	Certification Name	Project Owner Name	Project Developer Name	Cert. Street Address	City	State	Certification Status	Date of Last Status Change	Total/Intended Points	Pending Waiver Requests	Expedited	Energy Model Approved	HPD Proj #
<a href="#">View/Edit</a>	Pederson Reserve 2020-NC-003794 Certification Workbook 2020	Matt Yetzer					In Progress		0/0	No	N/A	N/A	N/A

Showing 1 to 1 of 1 entries

Previous 1 Next

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## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made this 27<sup>th</sup> day of July 2021 (the "Effective Date"), by and between Dane County Veterans Service Office (CVSO), and MWF Properties, LLC ("Developer").

### WITNESSETH

**WHEREAS**, the Developer is the developer of a proposed affordable apartment development, Pederson Reserve, located in DeForest, Wisconsin.

**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) to construct a new housing development on the property.

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

**WHEREAS**, the Dane County Veterans 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 for 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.

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

- 1) The proposed project intends to provide eleven (11) "supportive housing units" at affordable rents. The target population for the supportive housing units is veterans 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 constructed, Developed and/or its property management agent will, whenever there is a vacant unit, contact your office asking for referrals of prospective residents are low income and are veterans. This contact will be made by the Developer of 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 CVSO as well as materials and brochures of the County Aging and Disability Resource Center (ADRC), and other area collaborative partners. New residents will also receive a copy of the CVSO and ADRC 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 CVSO and the ADRC to help connect residents to appropriate service networks.

- 5) The proposed project will not directly provide long term services, not charge fees related to long term services to residents, but will rather refer residents to the CVSO, the ADRC, and other area local partners 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 CVSO 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 CVSO. The CVSO also will include the subject project on a list of housing options for low income veterans seeking housing.

### **Administrative Provisions**

#### **Duration**

This MOU is subject to the project receiving an award of LIHTC, with operations expected to commence on May 1<sup>st</sup>, 2023. 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 it 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 due to race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry, or nation origin in the operation of the project.

**Signatories:**

**Dane County Veterans Service Office**

By: 

Date: 7/30/2021

Name: DANIEL A. CONNERY

Title: DANE COUNTY

VETERANS SERVICE DIRECTOR

**MWF Properties, LLC**

By: 

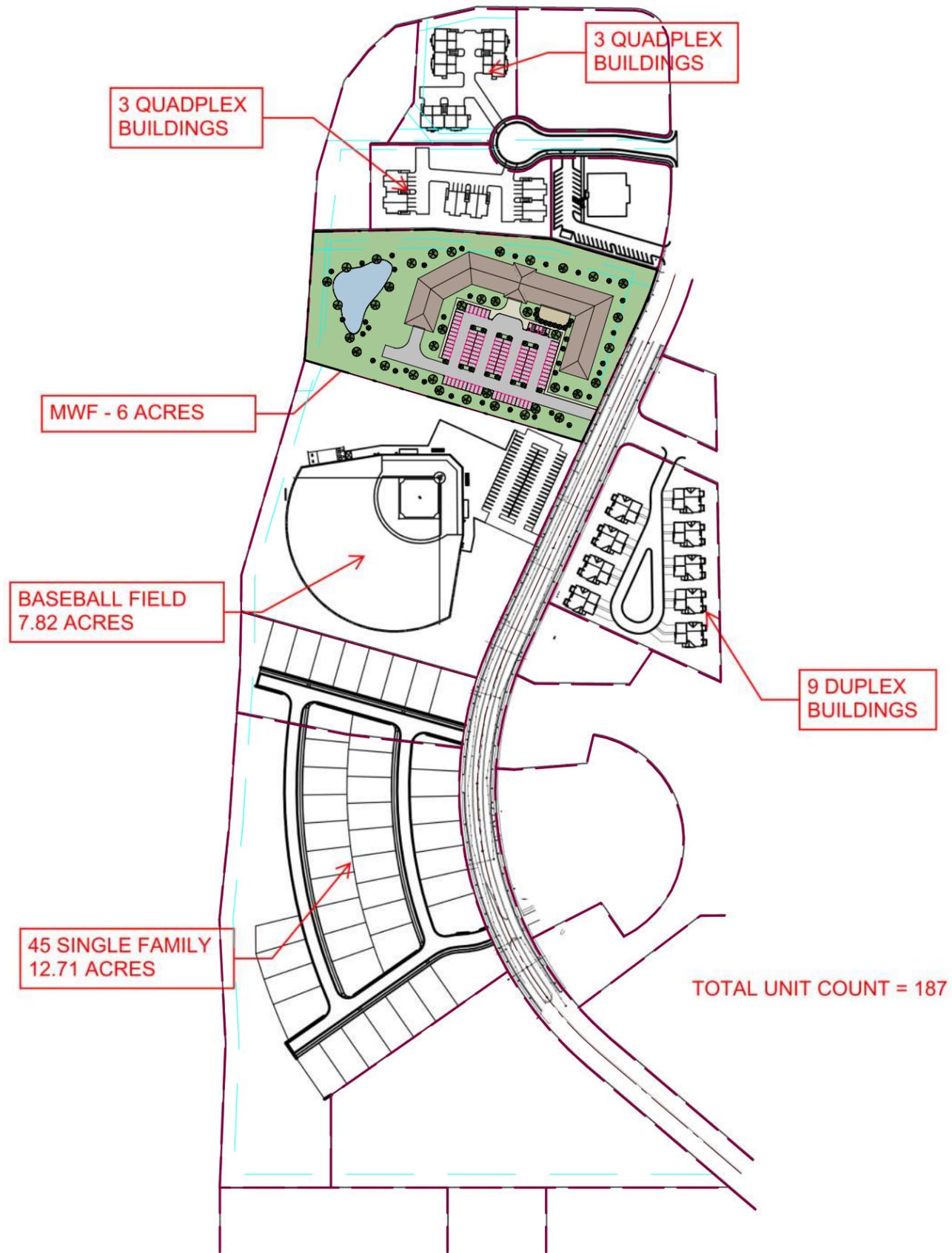
Date: 7/30/21

Name: Chris Stokke

Title: Vice President

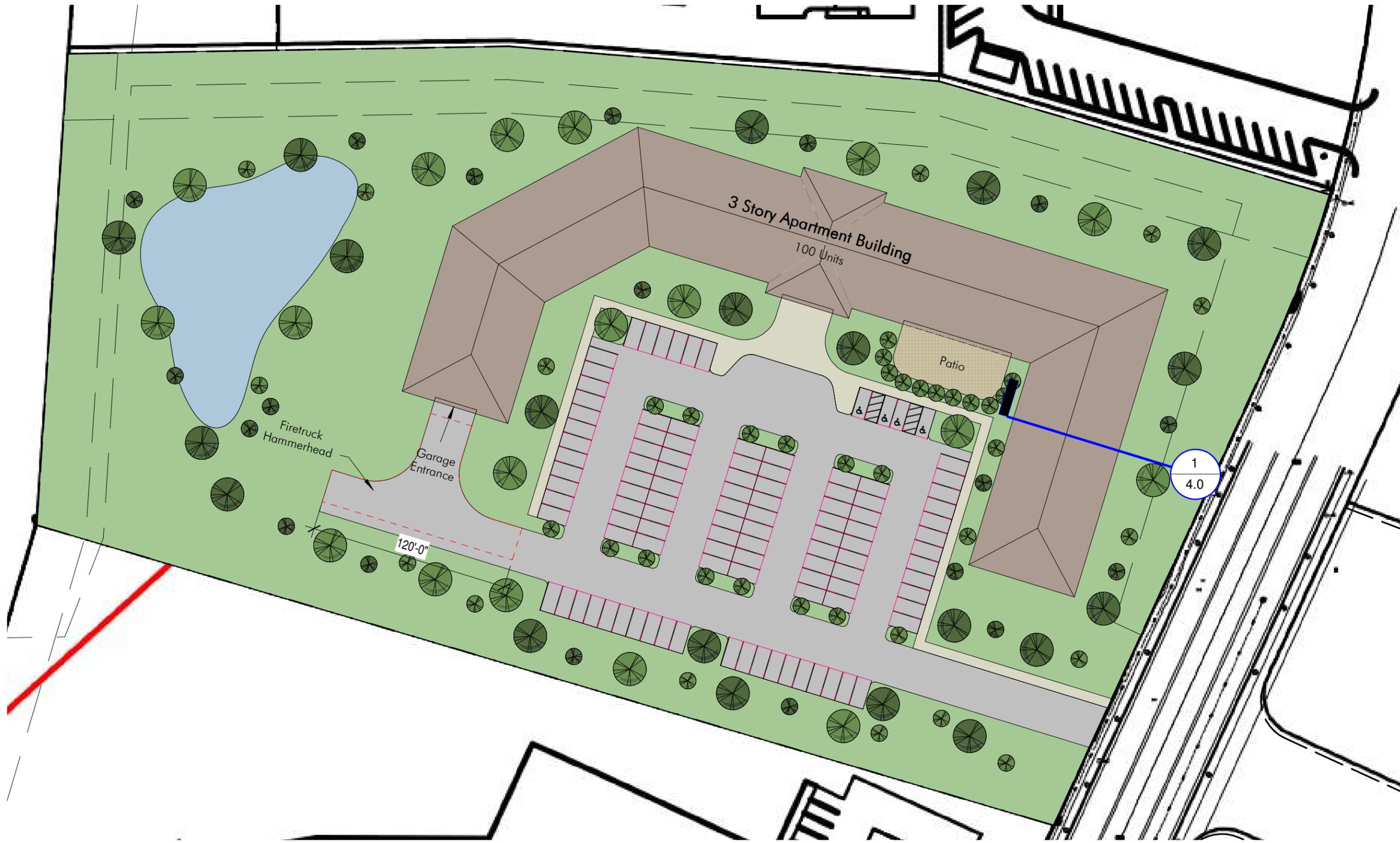
**AHDF Application - Pederson Reserve**  
**20-Year Cash Flow**  
**8/2/2021**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
<b>Income</b>																				
Gross Potential Rent	\$1,400,520	\$1,428,530	\$1,457,101	\$1,486,243	\$1,515,968	\$1,546,287	\$1,577,213	\$1,608,757	\$1,640,932	\$1,673,751	\$1,707,226	\$1,741,371	\$1,776,198	\$1,811,722	\$1,847,956	\$1,884,916	\$1,922,614	\$1,961,066	\$2,000,287	\$2,040,293
Vacancy (7%)	(\$98,036)	(\$99,997)	(\$101,997)	(\$104,037)	(\$106,118)	(\$108,240)	(\$110,405)	(\$112,613)	(\$114,865)	(\$117,163)	(\$119,506)	(\$121,896)	(\$124,334)	(\$126,821)	(\$129,357)	(\$131,944)	(\$134,583)	(\$137,275)	(\$140,020)	(\$142,821)
Other Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Total Income</i>	\$1,302,484	\$1,328,533	\$1,355,104	\$1,382,206	\$1,409,850	\$1,438,047	\$1,466,808	\$1,496,144	\$1,526,067	\$1,556,588	\$1,587,720	\$1,619,475	\$1,651,864	\$1,684,901	\$1,718,599	\$1,752,971	\$1,788,031	\$1,823,791	\$1,860,267	\$1,897,473
<b>Operating Expenses</b>																				
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	\$130,000	\$133,900	\$137,917	\$142,055	\$146,316	\$150,706	\$155,227	\$159,884	\$164,680	\$169,621	\$174,709	\$179,950	\$185,349	\$190,909	\$196,637	\$202,536	\$208,612	\$214,870	\$221,316	\$227,956
Other Administrative Costs	\$26,000	\$26,780	\$27,583	\$28,411	\$29,263	\$30,141	\$31,045	\$31,977	\$32,936	\$33,924	\$34,942	\$35,990	\$37,070	\$38,182	\$39,327	\$40,507	\$41,722	\$42,974	\$44,263	\$45,591
Management Fees	\$52,099	\$53,141	\$54,204	\$55,288	\$56,394	\$57,522	\$58,672	\$59,845	\$61,042	\$62,263	\$63,508	\$64,779	\$66,074	\$67,396	\$68,744	\$70,118	\$71,521	\$72,951	\$74,410	\$75,898
Utilities	\$48,000	\$49,440	\$50,923	\$52,451	\$54,024	\$55,645	\$57,315	\$59,034	\$60,805	\$62,629	\$64,508	\$66,443	\$68,437	\$70,490	\$72,604	\$74,782	\$77,026	\$79,337	\$81,717	\$84,168
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance Expenses	\$64,000	\$65,920	\$67,898	\$69,935	\$72,033	\$74,194	\$76,419	\$78,712	\$81,073	\$83,505	\$86,011	\$88,591	\$91,249	\$93,986	\$96,806	\$99,710	\$102,701	\$105,782	\$108,956	\$112,224
Property Taxes	\$125,000	\$128,750	\$132,613	\$136,591	\$140,689	\$144,909	\$149,257	\$153,734	\$158,346	\$163,097	\$167,990	\$173,029	\$178,220	\$183,567	\$189,074	\$194,746	\$200,588	\$206,606	\$212,804	\$219,188
Insurance	\$30,000	\$30,900	\$31,827	\$32,782	\$33,765	\$34,778	\$35,822	\$36,896	\$38,003	\$39,143	\$40,317	\$41,527	\$42,773	\$44,056	\$45,378	\$46,739	\$48,141	\$49,585	\$51,073	\$52,605
Reserves for Replacement	\$25,000	\$25,000	\$25,001	\$25,002	\$25,003	\$25,004	\$25,005	\$25,006	\$25,007	\$25,008	\$25,009	\$25,010	\$25,011	\$25,012	\$25,013	\$25,014	\$25,015	\$25,016	\$25,017	\$25,018
<i>Total Operating Expenses</i>	\$505,099	\$518,981	\$533,270	\$547,977	\$563,114	\$578,695	\$594,731	\$611,237	\$628,227	\$645,714	\$663,714	\$682,241	\$701,311	\$720,940	\$741,145	\$761,942	\$783,350	\$805,386	\$828,069	\$851,417
Net Operating Income	\$797,385	\$809,552	\$821,834	\$834,229	\$846,736	\$859,352	\$872,077	\$884,907	\$897,840	\$910,874	\$924,007	\$937,234	\$950,553	\$963,961	\$977,455	\$991,029	\$1,004,681	\$1,018,406	\$1,032,199	\$1,046,056
Debt Service (First Mortgage, HOME, and AHDF)	\$698,347	\$698,347	\$698,347	\$698,347	\$698,347	\$698,347	\$698,347	\$698,347	\$698,347	\$698,347	\$698,347	\$698,347	\$698,347	\$698,347	\$698,347	\$698,347	\$698,347	\$698,347	\$698,347	\$698,347
Asset Management	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$8,250	\$8,250	\$8,250	\$8,250	\$8,250	\$9,075	\$9,075	\$9,075	\$9,075	\$9,075	\$9,983	\$9,983	\$9,983	\$9,983	\$9,983
<b>Cash Flow</b>	<b>\$91,538</b>	<b>\$103,705</b>	<b>\$115,987</b>	<b>\$128,382</b>	<b>\$140,889</b>	<b>\$152,755</b>	<b>\$165,480</b>	<b>\$178,310</b>	<b>\$191,243</b>	<b>\$204,277</b>	<b>\$216,585</b>	<b>\$229,812</b>	<b>\$243,131</b>	<b>\$256,539</b>	<b>\$270,033</b>	<b>\$282,699</b>	<b>\$296,351</b>	<b>\$310,076</b>	<b>\$323,869</b>	<b>\$337,726</b>



① SD Area Plan  
1" = 300'-0"



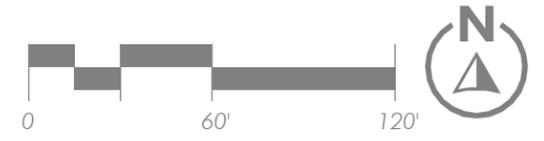


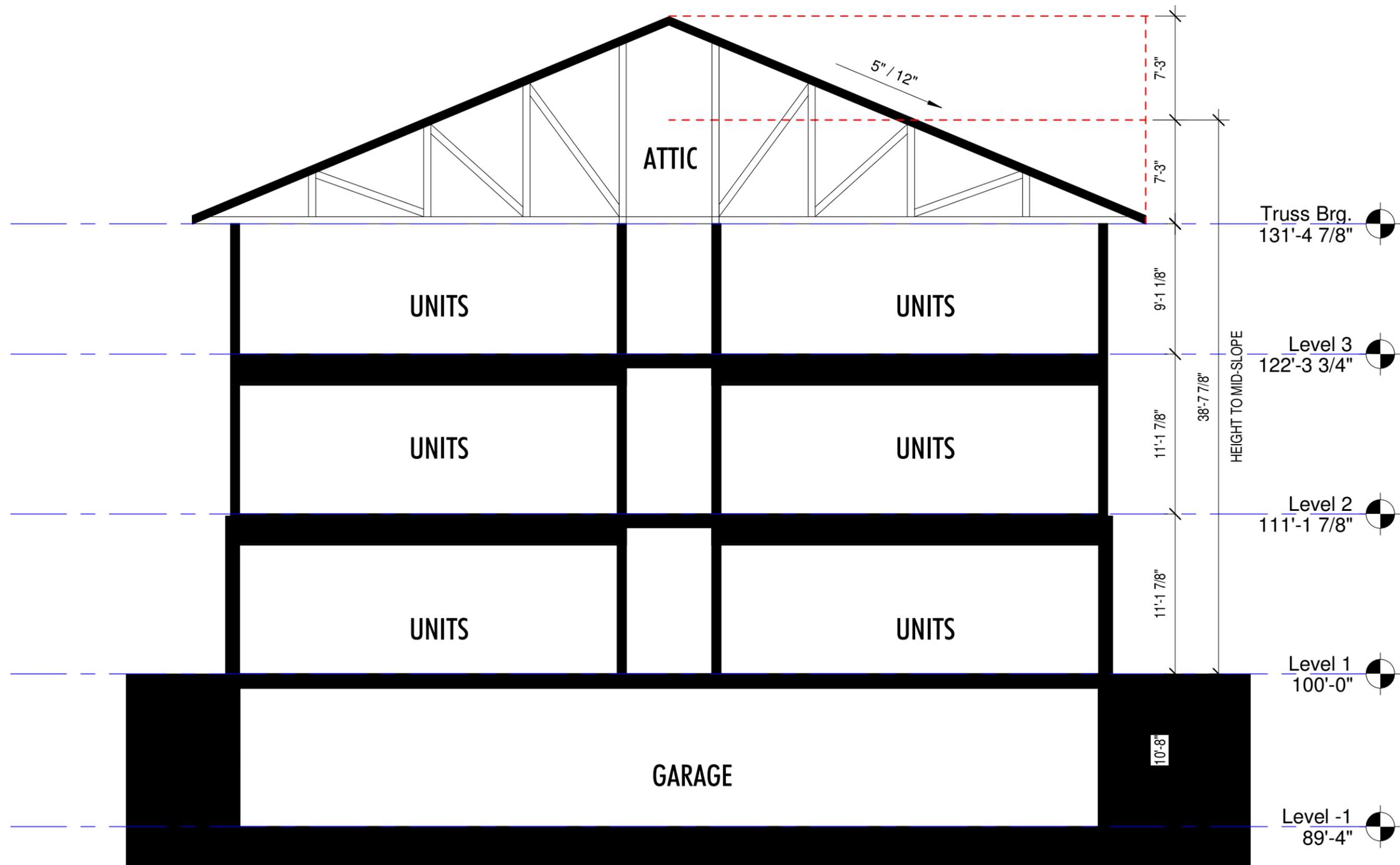
PARKING		
Level	Type	Count
Level -1	Parking - Garage	110
Level 1	Parking - Surface	108
		218

COLORED SITE PLAN PALETTE

- ASPHALT
- SIDEWALK 1
- SIDEWALK 2
- GRASS 1
- GRASS 2
- WATER
- BUILDING

1 SD Site Plan  
1" = 60'-0"





① Section 1  
1/8" = 1'-0"



RESIDE APARTMENTS - SAVAGE, MINNESOTA



CARVER CROSSINGS - CARVER, MINNESOTA



APPLE VILLA APARTMENTS - APPLE VALLEY, MINNESOTA





PIKE LAKE MARSH - PRIOR LAKE, MINNESOTA

