# DANE COUNTY APPLICATION FOR 2023 AFFORDABLE HOUSING DEVELOPMENT FUND

This application should be used for project seeking Dane County AHDF funds. Applications must be submitted electronically to DCDHS Division of Housing Access by **noon on July 25, 2023**. Upload application materials to the **Dane County AHDF Dropbox**.

APPLICATION SUM	MΔ	١RY
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ORGANIZATION NAME	Northpointe Development II Corporation								
MAILING ADDRESS  If P.O. Box, include	230 Ohio Stre	eet STE 200, Oshkosh, V	VI 5490	2					
Street Address on second line									
TELEPHONE	608-334-5665	;		LEGAL STATUS					
FAX NUMBER			□F	Private, I	Non-Profit				
NAME CHIEF ADMIN/ CONTACT	Sean O'Brien		1_		For Profit  C, LLP, Sole Proprietor				
INTERNET WEBSITE (if applicable)	Northpointede	ev.com		Federal EIN: <u>85-1243046</u>					
E-MAIL ADDRESS	sean@northp	ointedev.com		Unique Entity Identifier (UEI): JUGXJNKZB987					
PROJECT NAME: Pleas	se list the projec	ct for which you are app	lying.						
PROJECT NA	ME	PROJECT CONTACT PERSON	PHC NUM		E-MAIL				
Main Street Townhomes		Sean O'Brien	608334	5665	see above				
FUNDS REQUESTED: P	lease list the a	mount and source of fun	iding for	which y	ou are applying.				
TOTAL PROJECT (	COST	AMOUNT OF AHDF FUNI REQUESTED		_	NT OF AHDF FUNDS TOTAL PROJECT COST				
\$8,663,861		\$960,000		11%					
Sun OB			Secret	ary					
Signature of Chief Electe Head	ed Official/Orga	nization	Title	-					
Sean O'Brien			07/25/	2023					
Printed Name			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:	Main Street Townhomes
Project Address:	249 N Main Street
City, State, Zip:	Oregon WI
Parcel Number:	050910341106- 050910341204- 05091034885
Census Tract:	125.02

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.

Village of Oregon- The Village currenlty owns the parcel and has held numerous meetings with the community on the development of the site. Northpointe was selected via an RFP process to develop the site as described in this application.

C. PARTNERSHIPS: Please describe any partner resources the municipality will be dedicating to support your project including but not limited to tax increment financing; reducing or eliminating permitting or impact fees; local housing funds; density bonus; land dedication or reduced land costs, etc.

The Village purchased the site years ago as a future development site. The Village will be donating the site to the development for \$1, significantly below the Village's purchase price.

Is the project eligible for municipal affordable housing resources? If not please indicate why the project is not eligible.

Yes, see above.		

D. **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.

Currently zoned two-family. Future use identifies the site as industrial because at one point the village was planning to move the library to this location. A Planned Development with GDP and SIP approval will be required. The Village will work with the developer to accomplish this over the next few months.

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

Northpointe Development and Selassie Development are proposing to construct the Main Street Towhomes, a newly constructed 24 unit LIHTC multifamily development located in downtown Oregon, WI. The development will consist of the new construction of 4, two-story buildings containing 24, three bedroom/two and a half bathroom units targeting residents of all ages. The Developer proposes to set aside all of the units for residents earning 30, 50, or 80 percent or less of the Dane County AMI using the LIHTC Program. The subject development site is located at 249 N Main Street which is main travel corridor of Oregon. Northpointe has built a significant number of three bedroom townhomes in Dane County over the past few years and has witnessed the demand due to the lack of supply for affordable housing for large families.

The project will be built to Wisconsin Green Built Gold Standards and will also receive and Energy Star New Construction/ EPA Indoor AirPlus Certifications. We intend to work with Focus on Energy and their Design Assistance program. The project will have high quality materials including LVT flooring and solid surface countertops.

The village owned site will be subdivided into housing and a public park. Northpointe will be working with Friends of Oregon Sculpture Garden, Inc on a concept for the public park.

The proposal meets a significant number of priorities identified by the County including: large family units, new development in areas of the village with strong connections. Our site is very walkable to a significant amount of employment opportunities, schools, grocery, park, etc. The site was part of a long, use study and RFP process conducted by the village. Over 20% of the units will be setaside at 30% CMI. The property willwork with a local support service provider, Lutheran Social Services, to house homeless and formerly homeless individuals and veterans as well as coordinate or provide a level of services that meet the tenant's needs. The units will not allow smoking. Northpointe will also be implementing flexible screening critera for all households with additional flexable criteria for the homeless households.

The project will be rent restricted for a term of 40 years.

F. TARGETED POPULATIONS: Will the project serve any of the listed targeted populations?

Yes	No	
		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
		Veterans experiencing homelessness
		Very low-income families and/or families experiencing homelessness.
		Persons with arrest and conviction records
		Individuals who are elderly
		Individuals with disabilities

G. **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.

2020 Enterprise Green Communities Certification
ENERGY STAR Multifamily New Construction and EPA Indoor airPLUS
2020 Enterprise Green Communities Certification Plus
Passive House (PHIUS)

H. 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 2024	Acquistion of site
June 2024	bid packages released
August 2024	bids awarded
October 2024	construction begins
April 2025	Lease up begins
July 2025	substantial completion & C of O
August 2025	Stabilization

I. 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:	ADDRESS #1: 249 N Main sTreet										
	# of Bedrooms						Projected Monthly Unit, including Utilitie				Itilities
% of County Median Income (CMI)	Total # of Units	# of Studios	# of 1 BRs	# of 2 BRs	# of 3 BRs	# of 4+ BRs	\$ Rent for Studios	\$ Rent for 1 BRs	\$ Rent for 2 BRs	\$ Rent for 3 BRs	\$ Rent for 4+ BRs
≤30%	5				5					952	
40%											
50%	10				10					1587	
60%											
80%	9				9					2001	
Affordable Sub total					24						
Market					0						
Total Units	24	00/ 110/ 5/			24		Notes:			wer Include	ed .

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

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

Market						
Total Units				Notes:		

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

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

Community Building, square feet:					
Community Room, square feet:					
Garages, number: 24 and monthly rent: 0					
Surface parking, number: 35 and monthly rent: 0					
Underground parking, number and monthly rent:					

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

Northpoint will be workign with Friends of Oregon Sculpture Garden to develop a concept for the village park on the same site. The park portion of the site will be dedicated to the village. The site includes large and mature oak trees that are over 150 years old. These trees were called out to be preserved as part of our response to the village's request for proposals.

# LOCATION

L. **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.

This is a excellent site for families within walking distance of all daily services and amenities. The site is located in the downtown of the Village of oregon close to schools, retail, jobs, medical, social, and municipal facilities. While close to so many amenities, the site will have a neigborhood residental feel. It is located near several parks and surrounded by single family homes. A new public park will be developed on the site and the site contains historic trees that are over 150 years old.

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	Hyvee	.5
Public Elementary School	Prairie View	.1
Public Middle School	Oregon Middle	1
Public High School	Oregon High	.7
Job-Training Facility, Community College, or Continuing Education Programs	Oregon Community Education	.7
Childcare	Oregon Daycare inc	.1
Public Library	Oregon Public Library	.25
Neighborhood, Community, or Senior Center	Oregon Youth Center	.5

Full Service Medical Clinic or	Uw Health	.25
Hospital		
Pharmacy	Walgreens	.3
Public Park or Hiking/Biking Trails	Fireman's Park	.2
Banking	ВМО	.2
Retail	Firefly Coffee Shop	.1
Other (list the amenities)	Oregon Pool	.1

M. **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.

This site is not currently served by any public Bus transportation. The Village of Oregon is conveniently located 12 mi from the downtown city center of Madison, WI. Round Trip to downtown Madison and back is likely less than \$5 daily. The site is located near many retail jobs and has easy access to HWY 14 and 138 so tenants can get into Verona, Fitchburg, Madison, Stoughton within 10 minutes. The village of Oregon is beginning to study transportation needs and option of their community.

### PROJECT APPROACH

N. **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.

#### Co- Developer Parnership

Northpointe and Selassie Development have teamed up to co-develop the project. Selassie is an emerging Minority owned development firm building capacity in the affordable housing industry and Northpointe is an experience and established affordable housing development firm. -

#### -Supporitive Housing Partners

Northpointe and LSS have a signed MOU service coordination at the site. LSS will coordinate referrals with County, VA and others and provided case management services and service coordination to the tenants Northpointe has signed a MOU with Dane County Veterans Agency to provide referrals, case management, and service coordination for homeless vets.

LSS to be included in the ownership of the project to as well as provide the coordination of services to the project's homeless, physically disabled, and veterans. LSS, Northpointe, and Selassie will own 51%, 25%, 24% of the managing member and all will have substantial involvement throughout the entire process including the 15-year compliance period. We also intend to work Joining Forces for Families.

#### Green Initiatives

We've partnered with Focus On energy to povide development design assistance We've parntered with Sol Consulting to provide testing and verification for our Energy Star and Wisconsin Green built homes certification

#### Park Development Partner

We will be partnering with Friends of Oregon Sculpture Garden, Inc to develop a portion of the site into a village public park.

#### Village assitance

The Village of Oregon will be selling the property to the development for \$1, which is significantly below their purchase price. TIF may be available for our non-profit parnter developing the park concept.

#### CC Lane

This would be the second project developed by Northpoint in the Village of Oregon using ADHF. Main Street Townhomes will be able to gain operational efficiencies from our CC Lane project which is located nearby.

Main Street Townhomes has also partnered with local Architects (Knothe and Bruce), Engineers (Vierbicher), GC (Connery), Property Manager (ACC), and Council (Reinhart). All have significant experience in the Dane County Market and LIHTC development.

O. **PARTNERHING TO END HOMELESSNESS:** In the space below, indicate the project's willingness to partner with Homeless Services Consortium member agencies and to end homelessness for individuals and /or families by providing a preferences for households experiencing homelessness. If project will not implement an HSC preference on any project units, indicate how the proposed project will forward the goal of ending homelessness without the HSC preference.

The project is willing to partner with HSC and its housing placement system to end homelessness. The project will also set aside units for families on the community by-name list and follow all Fair Housing laws. The 5 30% units will have a preference for homeless households. We will work with the Homeless Services Consortium to fill all 5 of our 30% set aside units targedt as follows:

the project will partner with the Homeless Services Consortium for 2 units set aside for LSS. These 2 units will be set aside for direct referral by LSS. Individuals and families transitioning from homelessness to housing. These referrals will come from the community by-name list that is managed by the Coordinated Entry Systems Manager of the Homeless Services Consortium of Dane County. The project will also partner with the Homeless Services Consortium on 3 units set aside for the Dane County Veterans Service Office. These numbers are targets and Northpointe is willing to ajust the targets as needed as the project is being leased.

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
24 total	5	21%

Describe the process and anticipated timeline for outreach, application submittal, and tenant screening for HSC-set aside units. Also, indicate support that will be made available to for potential applicants during the application process (e.g. transportation to application site, assistance gathering required documents).

4 months prior to occupancy we will start meeting weekly with the property manager, LSS, Dane County Veterans, and Dane County to discuss referrals, applications and screening. LSS and DCVA will coordinate with the property manager on which units are still available and send

referrals. Those referals will get assistance from LSS and DCVA to work through the application screening process. This process has worked well for our Limerick, Uno, Klassik, and Prairie Creek projects which have been or are currenlty being leased up. On-going the property manager, LSS, and DCVA will stay in touch for when existing tenants move out and new referrals are needed.

P. ACCESS TO UNITS FOR HOUSEHOLDS EXPERIENCING HOMELESSNESS: Will the project incorporate ALL of the listed flexible tenant screening criteria detailed below for applicants referred to units that are being targeted for individuals/families experiencing homelessness?

Yes	No
$\boxtimes$	

- 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
- Membership in a class protected by Dane County fair housing ordinances and non-discrimination ordinances in the municipality where the project is located.
- Credit score
- Information on credit report that is disputed, in repayment, or unrelated to a past housing or 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 the tenant's housing and utility costs were more than 50% of their monthly income.
- 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.
- Wisconsin Circuit Court Access records;
- 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. (Violent criminal activity 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.)

Q. **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	
	$\boxtimes$		Inability to meet a minimum income requirement if the applicant can demonstrate the
l jed			ability to comply with the rent obligation based on a rental history of paying at an
			equivalent rent to income ratio for 24 months
L Fe		Щ	Lack of housing history
<u>ā</u>		Ш	Membership in a class protected by Dane County fair housing ordinances and non- discrimination ordinances in the municipality where the project is located.
			Credit score
			Information on credit report that is disputed, in repayment, or unrelated to a past housing or 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 the tenant's housing and utility costs were more than 50% of their monthly income.
			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.
		П	Wisconsin Circuit Court Access records;
			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 or other caregiver.)

Yes	No	

	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.

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

Yes	No	
$\boxtimes$		

	Security Deposits. The amount of a security deposit shall not be more than one month's rent.				
a.	Security Deposits. The amount of a security deposit shall not be more than one month's rent.				
b.	Late Fees and Other Fees. Late fees must be set forth in the rental agreement. Late fees shall not exceed 5% of the tenant's portion of the monthly rent. Other penalty fees are prohibited. All other fees must be directly related to the cost for a specific amenity or service provided to the tenant and comply with all applicable laws.				
c.	<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.	Good Cause for Termination. A tenancy may not be terminated during or at the end of the lease unless there is good cause. Good cause is defined in include the following: (i) a serious violation of the lease; (ii) repeated minor violations of the lease; or (iii) a refusal to re-certify program eligibility. Repeated means a pattern of minor violations, not isolated incidents. Termination notices and procedures shall comply with Chapter 704 of Wisconsin Statutes and federal law, when applicable. Written notice is required for non-renewal and shall include the specific grounds for non-renewal and the right of the tenant to request a meeting to discuss the non-renewal with the landlord or landlord's property management agent within fourteen (14) days of the notice. If requested, the landlord or property management agent will meet with the tenant to discuss the non-renewal, allow the tenant to respond to the alleged grounds for non-renewal, and pursue a mutually acceptable resolution.				
е.	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.  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:  (1) A notice of the ban is issued to the tenant stating the:  (a) name of the person banned, (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				

- (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.
- (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.

S. **SUPPORTIVE SERVICES PLAN:** Provide a detailed description of how supportive services will be secured for project tenants by using the table below. 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	Lutheran Social Services with have one part time staff dedicated to this project
to project:	as well as a supervisor providing oversight.
Scope of Services provided to tenants and approaches supportive	Lutheran Social Services will utilize wraparound a service coordination model
service partner will use to address needs of tenant population:	where families residing at the property, including Veterans and persons with
	disabilities, will be given a single point of entry to accessing community and
	supportive services. An on-site coordinator will meet with individuals and
	families to complete an intake assessment and develop a strength-based, goal-
	oriented plan of care. The service coordinator will work with the tenant and their
	surrounding existing natural supports, to build a comprehensive team, to explore
	areas of need, and fill gaps in supports where identified.
Where tenants will access services. For examples will services be	LSS Staff will have a confidential space at the apartment community where
on-site at development in designated space or by referral to off-site	tenants and families can schedule appointments or drop in for support and
community supports:	services. The Service Coordinator is also available by phone and email when
	offsite, to provide additional supports as needed during business hours.
If services provided are referral to off-site community supports,	LSS Staff will work with the household to identify strengths and needs through
please detail how tenants will receive information on supportive	an assessment tool. Based on this information, as well as self-reported data, the
services that are available to them before and after needs arise:	Service Coordinator will provide detailed information on services the household
	may qualify for and how to access them. The Service Coordinator
	can assist in establishing points of contact and arranging service delivery.
The frequency of services provided and/or a proposed schedule of	
when services are available to tenants:	in the apartment complex, including the community room and other common
	areas. If tenants are unavailable during these times the Service Coordinator
	can be available for appointments or via phone.
How will the supportive services partner identify and collaborate with	Providers currenlty partner with many other community service providers in the area.
other community service providers in the target area:	3 1
How the supportive services partnership will be funded, including if	Main Street Townhomes will pay LSS \$3,500 annually for service coordinator
the respondent is providing funding to support the partnership:	services. It is expected that a service coordinator will be shared by CC Lane,
	Limerick, and other nearby Northpointe properties. Northpointe will also find
Deliver to the second of the s	other ways to raise money for LSS to support the partnership.
Relevant performance data that provides insight into the supportive	
service partner's experience serving the target tenant population, and	LSS has 2700 residents enrolled in Service Coordination over 108 total housing
the outcomes for their tenants. Metrics could include the number of	sites. Within the last year LSS has provided 66,819 units of direct service and
individuals served in a related program in a year, housing retention	had 19,954 individual 1-1 interaction with 4017 individual residents. Additionally,

rates for individuals served in that prograi	m, connections to
	employment, etc:

How the supportive services partner and the respondent will work together to ensure the best outcomes for tenants, such as housing retention:

residents utilizing a LSS Service Coordinator have an average length of stay of 5.33 years compared to just 3.96 years for those who do not to receive services. Service Coordinator will also work with the Property Management team to identify alternative strategies to avoid a negative outcome with tenants. This would include identifying and coordinating natural and community supports to assist individuals in continuing placement in their residence.

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

Lutheran Social Services (LSS) has a strong history of providing wraparound service coordination and case management services to residents of housing complexes in numerous locations throughout Wisconsin and Upper Michigan. LSS also is recognized as a provider of choice in the state for partnering with development companies to develop affordable housing through the Low-Income Housing Tax Credit program (LIHTC).

Lutheran Social Services will utilize a wraparound service coordination model where residents will be given a single point of entry to accessing community services. An on-site service coordinator will meet with residents to complete an intake assessment and develop a strength-based plan of care. The LSS service coordinator will work with the residents to identify existing natural supports, such as other relatives and faith-based organizations, and other areas of potential needs to fill gaps in supports and build a supportive team.

## **EXPERIENCE AND QUALIFICATIONS**

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

Northpointe Development II Corporation

Northpointe Development II Corporation is a real estate development company created for the purpose of bringing revitalization and development to various neighborhoods in Wisconsin. Northpointe envisions vibrant communities that strengthen neighborhoods, enhance livelihoods, respond to the environment, and connect people and places. The company's mission is to provide sustainable housing for communities in an collaborative, honest, and transparent manner. Northpointe is highly regarded in the industry by both tax credit investors and state agencies like WHEDA as we are one of WHEDA's largest borrowers to date. Northpointe has had success in obtaining above market equity pricing and terms from investors on a variety of housing types.

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

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

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

Under Construction			
Arbor Terrace Senior Living	Wisconsin Rapids WI	40	New Construction
City Center	Brillion WI	40	New Construction
Crescent Lofts	Appleton WI	69	Adaptive Reuse
The Limerick	Fitchburg, WI	127	New Construction
The Waterford	McFarland, Wi	49	New Construction
Uno's-Madison	Madison, Wi	64	New Construction
Quentin Apartments	Palatine, IL	58	New Construction
Klassik Apartments	Verona, WI	63	New Construction
Sawyer School Lofts	Sturgeon Bay, WI	15	Apative Reuse
Oak Meadow	Depere, WI	56	Rehab
Broadway Lofts	Monona, WI	75	New Construction
Hogan Street Cottages	Antigo, WI	50	New Construciton
Brush Village II	Brush, CO	45	New Construction
2023 awards			
CC Lane	Oregon, WI	70	New Construction
Lindoo School Apartments	Ladysmith, WI	40	Adaptive Reuse
Main Street Apartments	Viroqua, WI	65	New Construction
Taylor Place Apartments	McHenry, IL	50	New Construction
Sky Ridge	Sun Prairie, WI	75	New Construction
Fox Hill Senior Living	Yorkville, IL	45	New Construction
Total Units		1,882	

Selassie Development, LLC Madison, Wisconsin, Established in 2020

- --Certified Minority Owned Business Enterprise by the State of Wisconsin Department of Administration
- -15 years housing experirence working for Wisconsin Housing Economic Development Authority
- Responsible for intake and processing of Low Income Housing Tax Credit (LIHTC) and WHEDA Multifamily Loan application.
- Issuance of all contracts and filing of all IRS forms for LIHTC program
- Payment processing for all LIHTC and lending fees.
- Organization of WHEDA Internal and Members Loan Committee Meetings; responsible for scheduling, agendas, note taking and public postings.
- Review and approval of construction draws for all multifamily financed projects.
- Point of contact for all internal and external audits
- Review and approval of applications for agricultural financing through WHEDA's Credit Relief Outreach Program ("CROP").

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

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

Commitment, trust, and reliability is the foundation of our relationships with residents,

employees, and partners. Our team works hard to earn the loyalty needed to develop and retain the long-term relationships associated with our shared success.

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

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

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

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

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

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

## PROJECT FINANCING

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

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

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

SOURCE	AMOUNT	USES	AMOUNT
Federal LIHTC Equity	2,749,840	Purchase	1
First Mortgage WHEDA	2,864,000	Construction	6,234,505

County ADHF		960,000
Home Funds		200,000
AHP		1,000,000
WHEDA Sub Debt		409,143
Deferred Developer Fee		480,878
	TOTAL	8,663,861

Construction Contingnecy	311,725
Soft Costs	477,630
Construction Interest	450,000
Developer fee	960,000
Project Reserves	230,000
TOTAL	8,663,861

X. Which of the identified sources have been secured?

Northpointe has applied for Dane County Home funds. The project will automatically qualify for Federal 4% tax credits as we plan to apply for non-competitive tax credits. WHEDA would provide the first mortgage and sub debt via their current lending programs. AHP will be applied for next year, however; the project is extremely competitive under current scoring criteria.

Y. 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.

The project will be applying for 4% non-competive credits from WHEDA in September if awarded county AHDF.

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

This project does not rely on competitive credits for financial feasiblity. However, the project is structured the same way as a competitive tax credit application in terms of: affordablity, green building, supportive services, large family units. The AHDF will close the remaining gap to deliver a significant number of large family units without some of the efficiencies that larger projects provide in terms of cost sharing.

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

## **OPERATING BUDGET**

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

	Year									
	11	12	13	14	15	16	17	18	19	20
INCOME										
Gross										
Potential Rent										
Vacancy										
Other Income										
Total Income										
OPERATING EXPENSES					•	1	1	1		
Marketing										
Payroll										
Other										
Administrative										
Costs										
Management										
Fees										
Utilities										
Security										
Maintenance										
Expenses										
Property										
Taxes										
Insurance										
Reserves for										
Replacement										
Total										
Operating Expenses										
Expenses										
Net Operating										
Income										
Debt Service										
Asset										
Management										
Cash Flow										

#### Y. Operating Budget

#### Main Street Townhomes Oregon, WI PROJECTED CASH FLOW

Annual Income Increase 2.00%
Annual Expense Increase 3.00%

_	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
		YR 2	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10	YR 11	YR 12	YR 13	YR 14	YR 15	YR 16	YR 17	YR 18	YR 19	YR 20
INCOME																				
Gross Potential Rent	421,860	430,297	438,903	447,681	456,635	465,768	475,083	484,585	494,276	504,162	514,245	524,530	535,020	545,721	556,635	567,768	579,123	590,706	602,520	614,570
Vacancy Loss	(29,530)	(30,121)	(30,723)	(31,337)	(31,964)	(32,604)	(33,256)	(33,921)	(34,599)	(35,291)	(35,997)	(36,717)	(37,451)	(38,200)	(38,964)	(39,743)	(40,538)	(41,349)	(42,176)	(43,020)
Other Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Income Income	392,330	400,177	408,180	416,344	424,671	433,164	441,827	450,664	459,677	468,871	478,248	487,813	497,569	507,521	517,671	528,025	538,585	549,357	560,344	571,551
EXPENSES																				
Marketing	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610	2,688	2,768	2,852	2,937	3,025	3,116	3,209	3,306	3,405	3,507
Payroll	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448	19,002	19,572	20,159	20,764	21,386	22,028	22,689	23,370	24,071	24,793	25,536	26,303
Other Admin Costs	12,940	13,328	13,728	14,140	14,564	15,001	15,451	15,915	16,392	16,884	17,390	17,912	18,449	19,003	19,573	20,160	20,765	21,388	22,029	22,690
Management Fees	19,616	20,204	20,811	21,435	22,078	22,740	23,423	24,125	24,849	25,594	26,362	27,153	27,968	28,807	29,671	30,561	31,478	32,422	33,395	34,397
Utilities	6,000	6,180	6,365	6,556	6,753	6,956	7,164	7,379	7,601	7,829	8,063	8,305	8,555	8,811	9,076	9,348	9,628	9,917	10,215	10,521
Secruity	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintence Expenses	25,450	26,214	27,000	27,810	28,644	29,504	30,389	31,300	32,239	33,206	34,203	35,229	36,286	37,374	38,495	39,650	40,840	42,065	43,327	44,627
Property Taxes	50,000	51,500	53,045	54,636	56,275	57,964	59,703	61,494	63,339	65,239	67,196	69,212	71,288	73,427	75,629	77,898	80,235	82,642	85,122	87,675
Insurance	12,000	12,360	12,731	13,113	13,506	13,911	14,329	14,758	15,201	15,657	16,127	16,611	17,109	17,622	18,151	18,696	19,256	19,834	20,429	21,042
Reserves for Replacements	7,200	7,416	7,638	7,868	8,104	8,347	8,597	8,855	9,121	9,394	9,676	9,966	10,265	10,573	10,891	11,217	11,554	11,901	12,258	12,625
<u>-</u>																				
Total Operating Expenses	150,206	154,712	159,354	164,134	169,058	174,130	179,354	184,734	190,276	195,985	201,864	207,920	214,158	220,583	227,200	234,016	241,037	248,268	255,716	263,387
-																				
NET OPERATING INCOME	242,124	245,464	248,827	252,210	255,612	259,034	262,473	265,929	269,401	272,886	276,384	279,893	283,411	286,938	290,471	294,008	297,548	301,089	304,628	308,164
Debt Service	201,766	201,766	201,766	201,766	201,766	201,766	201,766	201,766	201,766	201,766	201,766	201,766	201,766	201,766	201,766	201,766	201,766	201,766	201,766	201,766
Asset Management fee	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610	2,688	2,768	2,852	2,937	3,025	3,116	3,209	3,306	3,405	3,507
Cash Flow	38,358	41,638	44,939	48,258	51,595	54,950	58,319	61,704	65,101	68,510	71,930	75,358	78,794	82,235	85,680	89,127	92,573	96,017	99,457	102,891



July 24, 2023

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

**RE: Main Street Townhomes** 

Dear Mr. O'Brien,

This letter serves as evidence of ACC Management's commitment to serve as the Property Management agent for Uptown Hills Apartments, a 24-unit affordable multifamily property located in Fitchburg, WI. Northpointe Development plans to apply for non- competitive Housing Tax Credits in January 2024. If awarded county funds they plan to start construction in the fall of 2024. ACC has significant experience in managing high-quality affordable housing projects throughout Wisconsin and has partnered with Northpointe on similar developments to-date. Main Street Townhomes will be located nearby to Northpointe's CC Lane project and will have many efficiencies.

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

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

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

Sincerely.

Chris Hand President P. ACCESS TO UNITS FOR HOUSEHOLDS EXPERIENCING HOMELESSNESS: Will the project incorporate ALL of the listed flexible tenant screening criteria detailed below for applicants referred to units that are being targeted for individuals/families experiencing homelessness?

Yes	No				

- 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
- Membership in a class protected by Dane County fair housing ordinances and non-discrimination ordinances in the municipality where the project is located.
- Credit score
- Information on credit report that is disputed, in repayment, or unrelated to a
  past housing or 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 the tenant's housing and utility costs were more than 50% of their monthly income.
- 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.
- Wisconsin Circuit Court Access records;
- 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. (Violent criminal activity 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.)
- Q. **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	
Requir			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
IE 0 4	X		Lack of housing history

<del> </del>	
	Membership in a class protected by Dane County fair housing ordinances and non- discrimination ordinances in the municipality where the project is located.
	Credit score
	Information on credit report that is disputed, in repayment, or unrelated to a past housing or 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 the tenant's housing and utility costs were more than 50% of their monthly income.
	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.
	Wisconsin Circuit Court Access records;
	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 or other caregiver.)

Yes	No
	$\boxtimes$

	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.

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

Yes	No
$\boxtimes$	

	Security Penesite. The amount of a cocurity deposit shall not be more than one month's rent
a.	Security Deposits. The amount of a security deposit shall not be more than one month's rent.
b.	Late Fees and Other Fees. Late fees must be set forth in the rental agreement. Late fees shall not exceed 5% of the tenant's portion of the monthly rent. Other penalty fees are prohibited. All other fees must be directly related to the cost for a specific amenity or service provided to the tenant and comply with all applicable laws.
c.	Rights of Youth to Access Common Spaces. Youth under the age of 18 are allow to use and enjoy common areas without supervision. This does not preclude reasonable rules in ensure the safety of children and youth.
d.	Good Cause for Termination. A tenancy may not be terminated during or at the end of the lease unless there is good cause. Good cause is defined in include the following: (i) a serious violation of the lease; (ii) repeated minor violations of the lease; or (iii) a refusal to re-certify program eligibility. Repeated means a pattern of minor violations, not isolated incidents. Termination notices and procedures shall comply with Chapter 704 of Wisconsin Statutes and federal law, when applicable. Written notice is required for non-renewal and shall include the specific grounds for non-renewal and the right of the tenant to request a meeting to discuss the non-renewal with the landlord or landlord's property management agent within fourteen (14) days of the notice. If requested, the landlord or property management agent will meet with the tenant to discuss the non-renewal, allow the tenant to respond to the alleged grounds for non-renewal, and pursue a mutually acceptable resolution.
е.	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.  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:  (1) A notice of the ban is issued to the tenant stating the:  (a) name of the person banned, (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

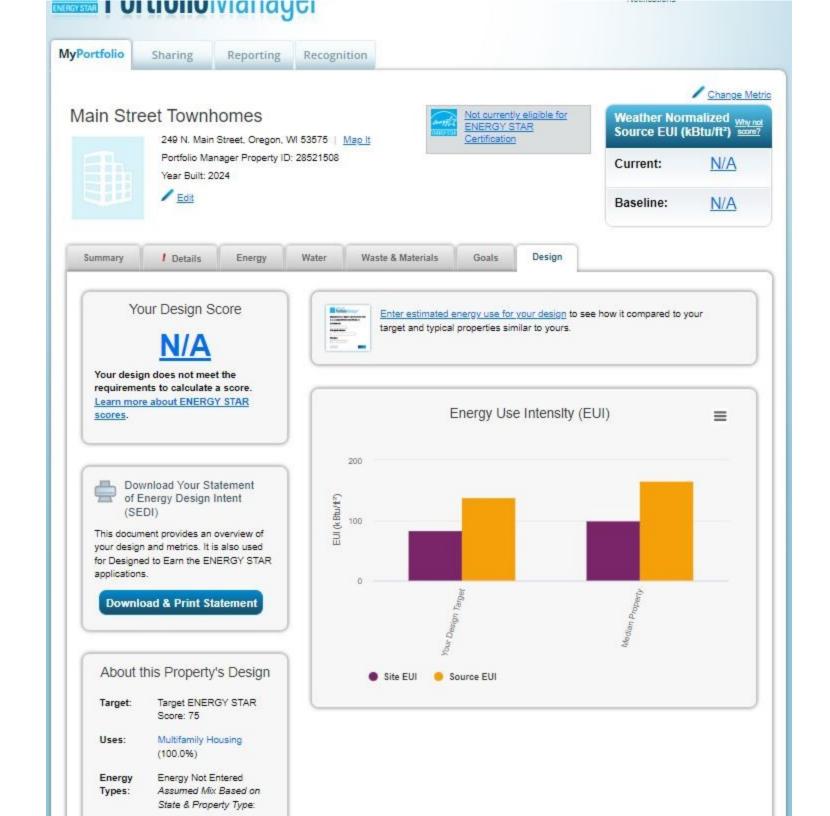
- (c) the right of the tenant to have a meeting to dispute the proposed ban, discuss alternatives to the ban, and address any unintended consequences of the proposed ban.
- (2) If requested, a hearing on the ban has taken place to provide the tenant an opportunity to dispute the proposed ban, discuss 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.





Lutheran Social Services (LSS) has a strong history of providing wraparound service coordination and case management services to residents of housing complexes in numerous locations throughout Wisconsin and Upper Michigan, and is recognized as a provider of choice in the state for partnering with development companies to develop supportive services within affordable housing.

Lutheran Social Services will utilize wraparound a service coordination model where families residing at Main Street Townhomes, including Veterans, will be given a single point of entry to accessing community and supportive services. An on-site coordinator will meet with individuals and families to complete an intake assessment and develop a strength-based, goal oriented plan of care. The service coordinator will work with the tenant and their surrounding existing natural supports, to build a comprehensive team, to explore areas of need, and fill gaps in supports where identified.

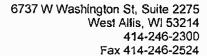
#### Scope of Services:

LSS will provide wraparound service provision and coordination, linking residents to supportive community services with a desired outcome of keeping the tenant and family members in stable housing. Specific services offered by LSS include:

- Completion of an intake assessment to identify strengths as well as areas of need for individuals and families. The Service Coordinator will make reasonable effort to engage residents in this process. It is understood and agreed that the resident has to voluntarily agree to participate in the process.
- Development of a case management plan for residents completing the intake assessment. This plan
  may include referral to other resources, including services and resources specific to their needs. This
  will include linking residents with programs that support independence and self-sufficiency, access to
  benefits, employment opportunities and financial assistance and management.
- The LSS Wraparound Service Coordinator will facilitate programming and supportive services for families. This will be done through:
  - An onsite presence by the Service Coordinator. LSS Staff will have a confidential space at the apartment community where tenants and families can schedule appointments or drop in for support and services. The Service Coordinator is also available by phone and email when offsite, to provide additional supports as needed, during business hours.
  - o Facilitation of educational presentations and workshops. These will be based on the needs of the residents and can focus on resident identified issues such as positive parenting, budgeting, employment, educational resources, and benefit eligibility.
  - Connection to existing LSS services in the Madison area, including but not limited to, mental health counseling and psychiatric care through telehealth.

In addition to providing families access to LSS services the onsite wraparound service coordinator will refer residents to other community resources based on their individual plan of care. Currently LSS is in the process of developing community partnerships with the following:

- State of Wisconsin Department of Workforce Development, in coordination with the Job Centers of Wisconsin, to provide subsidized part-time work experience to obtain the skills necessary for obtaining permanent employment.
- UW Extension Dane County will provide onsite trainings and educational events of no cost to families.
   Training topics could include:
  - o Financial coaching and one to one consultations
  - Nutritional education programs on topics such as choosing healthy diets on a limited budget and shopping strategies for spending wisely at the grocery store
- Dane County Veteran Services who can assist veterans and their families with obtaining local, state and federal benefits. Veterans Services also could assist tenants with the application process.
- Wisconsin Women's Business Initiative Corporation (WWBIC) has partnered with LSS to provide group training and events that focus on assisting tenants with managing household finances and increasing financial capabilities.





The goal of the Service Coordinator is to enhance the success of Veteran residents, and families experiencing homelessness, and to promote their independence and ability to remain in their unit. The services identified above with enhance independent living success and promote dignity of residents by addressing needs through a person specific approach.

LSS is a member and attends the Dane County Continuum of Care meetings, and currently operates several Rapid Rehousing programs in Dane County. In addition, LSS's currently operates three Veterans Housing and Recovery Programs within the state of Wisconsin, for homeless veterans to receive the job training, education, counseling and rehabilitative services they need to obtain steady employment, affordable housing and the skills to sustain a productive lifestyle. LSS provides wrap around Service Coordination at other sites in the Madison area, and are familiar with the supports in the community to serve Veterans and individuals and families experiencing homelessness.

In addition to services outlined above LSS will assist property management in outreach efforts with community partners to raise awareness of this unique opportunity for Veterans and families at risk or experiencing homelessness. LSS will work with the management company to market the low-income units to families in need.

We strongly believe that through provision of the wrap around service model, families at Main Street Townhomes will have the tools necessary to strengthen family relations, identify necessary and beneficial resources, and positively impact their length of tenancy in this community. We look forward to partnering with Northpointe Development on this exciting development.

Sincerely,

Dennis Hanson

Vice President: Residential/Housing Services/Facility & Asset Management

# Memorandum of Understanding and Service/Marketing Plan For Main Street Townhomes Oregon, WI

Lutheran Social Services (LSS) represents that it has substantial skill and experience in assisting organizations to provide social and case management services to residents of housing complexes in numerous locations throughout Wisconsin and Upper Michigan, including in Dane County.

### **Scope of Services:**

LSS will provide Service Coordination services to low-income Veterans and families experiencing or at risk of homelessness, who require and request access to supportive services to maintain housing. The project will include 24 units, 5 low-income units with very low rents (30% CMI units) that can be offered to the target population including referrals from Dane County's Coordinated Entry and Homeless Veterans. A designated Service Coordinator will be responsible for linking the target population at the site with supportive, medical, or advocacy services in the general community for which they are entitled, with a desired outcome of keeping them independent in their units. Specific services to be offered under this agreement include:

- Completion of an intake assessment for Veteran residents or families experiencing homelessness. The Service Coordinator will make reasonable effort to engage these residents in this process. It is understood and agreed that the tenant has to voluntarily agree to participation in the process.
- Development of a case management plan for Veterans or families experiencing homelessness, completing the intake assessment. This plan may include referral to other resources, including Veteran specific services and resources and supportive community services for families. Specific services will include linking residents with programs that support independence and self-sufficiency, employment opportunities and financial assistance and management.
- The Service Coordinator will facilitate programming and supportive services for the project. This will be done through:
  - o Monthly on site visits by the assigned Service Coordinator during the three month lease of phase and quarterly on site visits by the assigned Service Coordinator quarterly thereafter for the term of this agreement. An assigned service coordinator will also be available by telephone and email outside of the designated times above.
  - o Facilitation of an annual meeting where tenants and the management company can meet to discuss any issues or concerns.

The scheduling of quarterly educational services with an emphasis on presentations designed to assist Veteran residents and families experiencing homelessness in overcoming

barriers as identified on the tenant assessments. Potential sessions include self-improvement, employment and educational opportunities and financial management, and developing relationships with the County Veterans Service Officer and the Center for Veterans Issues.

In addition LSS agrees to assist the property management group in outreach efforts with community partners to raise awareness of this unique opportunity with the target population. LSS will work with the management company to market the low-income units to the target population as able.

The goal of the Service Coordinator is to enhance the success of Veteran individuals, couples and families, and to promote their ability to remain in their unit. The services identified above will enhance independent living success and promote dignity of residents by addressing needs with a one-on-one approach.

Traditional service provision through LSS has long included services to Veterans and individuals at risk of homelessness. The Business Leadership Team of LSS has identified targeting and expanding services to Veterans as a need and priority. As a result of the above LSS has over three years' experience working with Veterans and homeless families. Current LSS programs known to include Veterans and at risk homeless populations as participants/service recipients include:

- HUD Housing and HUD Housing Service Coordination
- Off the Square Club- a daytime drop in center for people with serious and persistent mental illness as well as homelessness. Emotional support, vocational and recreational opportunities, and structuring of individual schedules are available.
- Veterans Housing and Recovery Programming residential facilities for homeless veterans to receive the job training, education, counseling and rehabilitative services they need to obtain steady employment, affordable housing and the skills to sustain a productive lifestyle
- Dane County Rapid Rehousing Program a program providing homeless families with rent assistance and supportive case management services
- Outpatient Treatment Services- intensive outpatient treatment for adults and adolescents dealing with addiction.
- Pre-marriage workshops

By signature below the parties hereby agree to the terms and conditions above.

NORTHPOINTE DEVE	LOPMENT	LUTHERAN SOCIAL S	SERVICE	ES
Sean OB	Date 07/23/2023	Don	_ Date_	7/24/2023



## RESIDENT SELECTION CRITERIA

### Dane County Funds – Section 42 Properties Effective 11.23.22

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

#### **The Application Process**

- 1. All rental applications must be in writing. They may be picked up at the rental office or mailed to those who call.
- 2. Falsification on an application is a basis for automatic denial.
- 3. Applications are processed based on the time and date the completed application is received.
- 4. All adult applicants including co-signers must pay a non-refundable \$15.00 processing fee. The application will not be taken or processed prior to receipt of the processing fee from all adult applicants. All applicants must sign the "Application Processing Fee Agreement" form and pay the \$15 Processing Fee made payable to the community.
- 5. All adult applicants must provide a government issued proof of ID, Social Security number, and a birth certificate for minors in the household under the age of 18.
- 6. All adult applicants must pass our resident selection criteria based on landlord references, credit report and criminal background check including State and Federal sex offender registries and household income. If any of the household members do not pass, then the entire household will be denied. If denied, any applicant would be eligible for reconsideration 60 days from original denial date.
- 7. ACC Management Group, Inc. reserves the right to reject an application for any negative references according to ACC's resident selection criteria.
- 8. If any applicant is in the process of a court eviction or is contesting a court eviction, the application will be held in abeyance until the final court disposition.
- 9. If any applicant has an eviction in the last 3 years, the application will automatically be denied.
- 10. If any applicant owes a landlord money or has a negative rent payment history and they can prove that housing and utility costs were more than 50% of applicant's monthly income, the applicant will not be denied based on this paragraphs criteria.
- 11. If an applicant owes a landlord money or has a negative rent payment history, the application will not be denied if
  - i. proof is provided of a regular record of repayment to the landlord or:
  - ii. agree to sign up for automatic rent payment through the housing providers payment portal or:
  - iii. obtain a representative payee
- 12. If an applicant owes a landlord money or has a negative rent payment history and has met the requirements of #10 & #11 above, the applicant is required to pay one (1) month's rent for security deposit.
- 13. If an applicant owes a landlord money for damages of \$1000 or more, this will be considered a poor landlord reference and the application will be denied.
- 14. If any applicant has 1 stipulated dismissal/court ordered payment plan within the last 3 years, applicant will need to show proof of all terms being met and a security deposit equal to one month's rent would be required. If any applicant has more than 1 stipulated dismissal/court ordered payment plan in the last 3 years, application would automatically be denied.
- 15. A community manager will not approve or deny any applicant. All applications are reviewed by ACC Management Group, Inc. compliance department.

16. The security deposit must be paid in full before applicant is given keys to the apartment. – **No exceptions.** 

#### **Income**

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

#### **Credit Reports & Co-signer Requirements**

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

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

#### **Criminal Report**

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

Rev. S42 - 09.23.2022

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

- 32. All applicants applying for a Section 42 apartment must adhere to IRS Section 42 LIHTC income limits to be accepted. Note: We will only allow an employer to fill out an Employment Verification two (2) times. When filling out the Section 42 application, if you do not understand a question, please ask the community manager for assistance before answering the question. An applicant may not be denied admission on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission.
- 33. Adherence to the Section 42 incomes limits does not guarantee that the available unit will be made available to the first household who qualifies. Under the Section 42 code, some sites have specific income limits at different percentages of County Median Income (CMI). The first household who qualifies for the unit with a lower CMI income limit will be offered said unit.
- 34. The household must be income qualified on the day of move-in. If any circumstances change between the original application, prior to or after move-in, the applicant must notify the management office immediately as qualification to the Section 42 income limits may be affected. \_\_\_\_\_\_ (please initial)
- 35. If the household is entirely comprised of full-time students, they must meet one of the student eligibilities factors.

#### **Occupancy Issues**

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

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

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

# **Applicant Acknowledgement**

Applicant Acknowledgement					
I have received, read, understand and agree t	o the above resident selection criteria.				
Applicant Signature	Printed Name	Date			
Applicant Signature	Printed Name	Date			
Applicant Signature	Printed Name	Date			
Applicant Signature	Printed Name	Date			
Community Manager Signature	Printed Name	Date			





# Conceptual Rendering



# Conceptual Renderings



# **C**onceptual Rendering

