

# 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 SUMMARY

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

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

PROJECT NAME	PROJECT CONTACT PERSON	PHONE NUMBER	E-MAIL
Merchant Place Apartments	Sean O'Brien	6083345665	see above

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

TOTAL PROJECT COST	AMOUNT OF AHDF FUNDS REQUESTED	PERCENT OF AHDF FUNDS TO TOTAL PROJECT COST
\$43,059,887	\$2,500,000	5.8%



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

\_\_\_\_\_  
Sean O'Brien  
Printed Name

\_\_\_\_\_  
Secretary  
Title

\_\_\_\_\_  
07/25/2023  
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:	Merchant Place Apartments
Project Address:	6706 & 6714 Odana Road
City, State, Zip:	Madison WI 53719
Parcel Number:	070825201216 & 070825201117
Census Tract:	4.08

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

City of Madison, District 19. We have met with the Alder and neighboring Alder. We have also met with zoning, planning, and community development. All of which have been supportive. The project fits the Odana Road neighborhood plan very well. Final zoning approval and approval of a Conditional Use was secured in 2022. The City of Madison CDA supported the project last year with Madison Affordable Housing Funds but we were not successful in obtaining WHEDA tax credits so both the County and Madison affordable housing funds had to be returned. We are reapplying for both again this year.

- 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.

Last year the City of Madison awarded the project with affordable housing funds. These funds had to be returned to the city of madison but we are reapplying for these funds in August. Although not guranteed, the CDA stated in the past other projects had to reapply for the funds and we all sucessful in reobtaining the funds. The City of Madison will also waive all park fees for the affordable units which is a savings of over \$300,000.

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.

The property is current zoned CC- Central Commerical and we have conditional use approval to build 124 unit mixed-use building. No other approvals are needed. The proposed project fits very well within the recently published Odana Area Plan.

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

Northpointe Development and Selassie Development are proposing to construct the Merchant Place Apartments, a newly constructed 124 unit LIHTC multifamily development with a Community Service Facility located on the west side of the City of Madison, Wisconsin. The development will consist of the new construction of 1, four-story elevated building containing 14 Studios, 64, one bedroom/one bathroom units, 20, two bedroom/two bathroom units, and 26, three bedroom/two and a half bathroom units for a total of 124 rental units. The Developer proposes to set aside all of the units for residents earning 30, 50, 60 or 80 percent or less of the Dane County AMI using the LIHTC Program targeting residents of all ages. The subject development site is located on the west side of the City of Madison, Wisconsin, More specifically, the site is located at 6706-6714 Odana Road which is heavily traveled road in a retail corridor of Madison.

The project will be built to Wisconsin Green Built Standards and will also receive an Energy Star New Construction/ EPA Indoor AirPlus Certification. We are planning to have a 135 KW PV Solar System on the roof of the building to eliminate approximately 90% of the building's common area electrical usage. We have worked with Focus on Energy and their Design Assistance program on this project. The project will have high quality materials including LVT flooring and solid surface countertops.

The project is located in a Qualified Census Tract and we work with Wayforward (formally Middleton Outreach Ministry) to occupy 1000 sq/ft of commercial space at \$1 per year. Wayforward plans to use the space as offices for Case Management Services as well as a partial food pantry. Refrigerators and other equipment will be provided to allow Wayforward to hand out food bags and other items to families in need. Also, Wayforward views this space as a great opportunity to bring Case Management services closer to the residents they serve in other surrounding affordable housing properties.

The proposal meets a significant number of priorities identified by the County including: New Development in areas of the city with strong connections. Our site is very walkable to a significant amount of employment opportunities, schools, public transportation, grocery, park, etc. The site is located on a major thoroughfare and is just over 1000 feet away from a proposed BRT bus stop location. The site is part of the Odana Area Plan and is targeted as a future growth area which implements goals in the City's Comprehensive plan. Over 20% of the units will be set aside at 30% CMI and 20% of the affordable units will be three-bedrooms. The property will contain both indoor and outdoor play space and Northpointe will work with a local support service provider, Lutheran Social Services and Wayforward, 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 and will provide internet at no cost to the residents.

The project will be rent restricted in perpetuity as we plan to have a non-ending LURA with the City of Madison.

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

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

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Persons with arrest and conviction records
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Individuals who are elderly
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Individuals with disabilities

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.

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

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
December 2023	Apply for WHEDA tax credits
May 2024	WHEDA announcements
December 2024	bid packages released
January 2025	bids awarded
May 2025	Acquire site and construction begins
February 2026	Lease Up
July 2026	C of O
August 2026	Stabilization
May 2027	Perm Loan Conversion

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:	6706 Odana Road						Projected Monthly Unit, including Utilities				
% of County Median Income (CMI)	Total # of Units	# of Studios	# of Bedrooms				\$ Rent for Studios	\$ Rent for 1 BRs	\$ Rent for 2 BRs	\$ Rent for 3 BRs	\$ Rent for 4+ BRs
			# of 1 BRs	# of 2 BRs	# of 3 BRs	# of 4+ BRs					
≤30%	25	6	10	6	3		641	687	824	952	
40%											
50%	49	6	23	3	17		1068	1145	1373	1587	
60%	16	1	12	2	1		1220	1308	1569	1814	
80%	34	1	19	9	5		1245	1346	1714	2073	
<b>Affordable Sub total</b>	124	14	64	20	26						
<b>Market</b>											



<b>Total Units</b>	124	14	64	20	26		Notes:	Heat, water, sewer, trash included				
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\*40% = 31 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				
% 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%											
<b>Affordable Sub total</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%

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

<input type="checkbox"/>	Community Building, square feet:
<input checked="" type="checkbox"/>	Community Room, square feet: 1500
<input type="checkbox"/>	Garages, number: and monthly rent:
<input checked="" type="checkbox"/>	Surface parking, number: 44 and monthly rent: 0
<input checked="" type="checkbox"/>	Underground parking, number 123 and monthly rent: 55

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

The site will have multiple commercial units that will likely include a coffee shop or other small business with a food focus as well as a Community Service Facility. The apartment building will have underground parking. There will also be outdoor amenities including an outdoor patio with grilling station, fire pit, picnic area and large/ safe play area. There is large park adjacent to the site and the city plans to add new walking paths in the near future. site will include walking paths. The property manager will coordinate onsite activities. An MOU has been signed with LSS and Wayforward to provide a service coordinator at the project to work with all tenants but especially the supportive housing target population. Another MOU has been signed with Dane County Vets office to provide services to the Vet households. We intend to work with Bicycle to provide Ebikes at the site for no cost to the residents.

## 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.

As seen below the site is very walkable to a significant amount of employment opportunities, schools of all levels, public transportation, grocery, park, etc. The site is located on a major thoroughfare and is just over 1000 feet away from a proposed BRT bus stop location. Almost every daily activity can be done on foot or bicycle. Many food and retail options are within walking distance including West Towne Mall. The city of Madison has adopted the Odana Road Plan which pushes for more mixtures of uses including new parks and housing.

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

Type of Amenities & Services	Name of Facility	Distance from Site
Full Service Grocery Store	Metcalfe's West Towne	.7
Public Elementary School	John Muir Elementary	.9
Public Middle School	Thomas Jefferson	.6
Public High School	Madison Memorial	.5
Job-Training Facility, Community College, or Continuing Education Programs	Academy of Beauty Professionals	.2
Childcare	Koal-T-Kare	.3
Public Library	Alicia Ashman Branc	1.64
Neighborhood, Community, or Senior Center	Lussier Community Center	.6
Full Service Medical Clinic or Hospital	UW Health Urgent Care	.5
Pharmacy	CVS Pharmacy	.2
Public Park or Hiking/Biking Trails	Mineral Point Park	.5
Banking	Great Midwest Bank	.1
Retail	Market Square Shopping Cente	.2
Other (list the amenities)	West Towne Mall	.4

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.

The nearest seven-day per week transit stop is adjacent (in the right of way) from the proposed site. According to the schedule on Madison metro, the 63 & 73 route has a bus running every 10-15 minutes. The site will also be less than 1/4 mile from the BRT line stop at Mineral Pointe Road (route 67). Madison metro charges \$28/ month to low-income individuals for a bus pass and \$1/ ride for senior citizens. The site has easy access to the Beltline which allows tenants easy access to Madison or Middleton job centers. There are also a significant number of jobs within walking distance. Auto transportation will be less than \$1/ day for those who will work in Madison. Downtown Madison is approximately 5 miles away meaning it would cost about 1-2 dollars in gas to get downtown and home daily. We have been working with Bcycle to provide Ebike stations and bikes at our Dane County affordable housing projects. Memberships will be provided to tenants at no cost. The Ebikes will increase transportation and leisure opportunities for our tenants.

## 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 Partnership**

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. -

**-Supportive Housing Partners**

Northpointe and Wayforward have a signed MOU to occupy commercial space (leased to Wayforward for \$1 per year) in the project to provide on-site case management services along with having food pantry options on site. Wayforward will coordinate referrals with County, VA and others and provide 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.

Northpointe and Dreamlane plan to partner with LSS to be included in the ownership of the project to assist Wayforward in 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 with Joining Forces for Families.

**Green Initiatives**

We've partnered with Focus On energy to provide development design assistance

We've partnered with Sol Consulting to provide testing and verification for our Energy Star and Wisconsin Green built homes certification

We will be working with Madisun and Full Spectrum for our solar system.

**City assistance**

We have requested that the city provide affordable housing funds to our project but they will also waive park fees on all of the 60% and below units. This will save the project approximately \$300,000 vs an all market rate project.

Merchant Place Apartments 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. **PARTNERING 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 preference 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 25 30% units will have a preference for homeless households. We will work with the Homeless Services Consortium to fill all 25 of our 30% set aside units targeted as follows:

the project will partner with the Homeless Services Consortium for 12 units set aside for Wayforward and LSS. These 12 units will be set aside for direct referral by Wayforward and 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 13 units set aside for the Dane County Veterans Service Office. These numbers are targets and Northpointe is willing to adjust 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
90 affordable (60% CMI or below)	25	28%
124 total	25	20%

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 referrals 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 currently 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
<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

<ul style="list-style-type: none"> <li>• Lack of housing history</li> </ul>
<ul style="list-style-type: none"> <li>• Membership in a class protected by Dane County fair housing ordinances and non-discrimination ordinances in the municipality where the project is located.</li> </ul>
<ul style="list-style-type: none"> <li>• Credit score</li> </ul>
<ul style="list-style-type: none"> <li>• Information on credit report that is disputed, in repayment, or unrelated to a past housing or utility (gas, electric, and water only) obligations.</li> </ul>
<ul style="list-style-type: none"> <li>• Inability to meet financial obligations other than housing and utilities necessary for housing (gas, electric, water).</li> </ul>
<ul style="list-style-type: none"> <li>• 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.</li> </ul>
<ul style="list-style-type: none"> <li>• 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.</li> </ul>
<ul style="list-style-type: none"> <li>• Wisconsin Circuit Court Access records;</li> </ul>
<ul style="list-style-type: none"> <li>• 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.)</li> </ul>

**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	
Required for funding	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Inability to meet a minimum income requirement if the applicant can demonstrate the ability to comply with the rent obligation based on a rental history of paying at an equivalent rent to income ratio for 24 months
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lack of housing history
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Membership in a class protected by Dane County fair housing ordinances and non-discrimination ordinances in the municipality where the project is located.
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Credit score
	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	Owing money to a prior landlord or negative rent payment history if the tenant's housing and utility costs were more than 50% of their monthly income.
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Owing money to a prior landlord or negative rent or utility payment history if applicant does one of the following: (1) establishes a regular record of repayment of the obligation; 2) signs up for automatic payment of rent to the housing provider; or (3) obtains a representative payee.
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wisconsin Circuit Court Access records;

	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>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. )</p>
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Will the project incorporate the denial process detailed below?

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

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

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

**R. 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"/>

<b>a.</b>	<b>Security Deposits.</b> The amount of a security deposit shall not be more than one month's rent.
<b>b.</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.
<b>c.</b>	<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.
<b>d.</b>	<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.
<b>e.</b>	<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>

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.

<p>Name of Supportive Services Partner, and number of staff dedicated to project:</p>	<p>Lutheran Social Services with have one part time staff dedicated to this project as well as a supervisor providing oversight.</p> <p>Wayforward will provide one part time staff member dedicated to the project.</p>
<p>Scope of Services provided to tenants and approaches supportive service partner will use to address needs of tenant population:</p>	<p>Lutheran Social Services will utilize wraparound a service coordination model 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.</p> <p>Wayforward to provide on-site intensive case management services if their organization has capacity. If they do not have capacity for intensive case mgmt for additional households at the time of the vacancy, property management and Wayforward will coordinate with another provider for case management. Currently Wayforward believes they have capacity to provide case management to 4-6 households.</p> <p>Tenants from Coordinated Entry would be provided services based on needs. MOM staff has the experience to provide on-site services in the rapid re-housing range (not a high level of intensity). The preference would be to use a progressive engagement approach to best meet the needs of the individual households. If tenants are not referred by Coordinated Entry and are in the designated units for supportive services, Wayforward would take the same approach and provide an initial needs assessment and proceed with a progressive engagement approach. Tenants will be connected to Wayforward services, as well as be referred to other community agencies.</p>
<p>Where tenants will access services. For examples will services be on-site at development in designated space or by referral to off-site community supports:</p>	<p>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.</p>

	There will be an on-site community service facility separate from the on-site leasing office for Wayforward.
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:	<p>LSS Staff will work with the household to identify strengths and needs through an assessment tool. Based on this information, as well as self-reported data, the 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.</p> <p>Wayforward will be on-site Monthly during initial lease up and quarterly for the 15 year compliance period. Tenants can also contact Wayforward when they are not on-site during normal business hours.</p>
The frequency of services provided and/or a proposed schedule of when services are available to tenants:	LSS and Wayforward staff will have consistent office hours which will be posted in several spots 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 other community service providers in the target area:	Providers currently partner with many other community service providers in the area.
How the supportive services partnership will be funded, including if the respondent is providing funding to support the partnership:	The property has committed to provide \$10,000 to Wayforward annually for services. We continue to have conversations with Wayforward and will continue to look for other avenues to obtain financial resources for our partner.
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>LSS collects data on an ongoing basis utilizing our Evolv database. Currently LSS has 2700 residents enrolled in Service Coordination over 108 total housing sites. Within the last year LSS has provided 66,819 units of direct service and had 19,954 individual 1-1 interaction with 4017 individual residents. Additionally, 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.</p> <p>Between January and December 2021, Wayforward served 375 households, totaling over 1000 unduplicated individuals, that requested rental assistance alone. Those households met with a case manager to discuss their circumstances and put goals in place. The case managers follow up with anyone that receives rental assistance at six months and 12 months to verify if they remain stably housed. The housing retention rate for those who responded to the follow up contacts has been 87%.</p>
How the supportive services partner and the respondent will work together to ensure the best outcomes for tenants, such as housing retention:	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.

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

## 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 LIHTC 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	Adaptive Reuse
Oak Meadow	Depere, WI	56	Rehab
Broadway Lofts	Monona, WI	75	New Construction
Hogan Street Cottages	Antigo, WI	50	New Construction
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 experience 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 increase and all hands are on deck for the lease-up of the new development. All applicants are qualified and the development is typically fully leased within 30 – 90 days of the completion date with full compliance of all regulatory agreements.

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

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

N/A

## 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 Tax Credit Equity		16,500,403	Property Acquisition		3,450,000
First Mortgage		12,870,000	Hard Costs		29,848,368

State Housing Tax Credits	5,255,475
Dane County AHDF	2,500,000
City of Madison AHDF	3,250,000
Deferred Developer fee	2,684,009
TOTAL	43,059,887

Construction Contingency	1,492,419
Soft Cost	1,259,100
Construction Interest	1,200,000
Developer Fee	4,960,000
Project Reserves	850,000
TOTAL	43,059,887

X. Which of the identified sources have been secured?

Federal Equity and WHEDA First Mortgage can be applied for at any time. City of Madison funds will be applied for in August of 2023. The City of Madison funds were awarded to the project last year so we believe we have a good chance on receiving those funds again. The State Housing Tax Credits will be applied for in January. The City of Madison will waive park fees for all affordable units.

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% Federal and 4% State Housing tax credits in January. Awards are anticipated to be announced in May of 2024.

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

The Dane County funds will help reduce the financial gap of the project and allow long term operations. The financial gap can be attributed to a number of priorities of the County. The project will have permanent affordability, a significant number of units set-aside at 30, 50, and 60% of the County median. The project will also be designed around sustainability and include a 135kw solar system and energy star certifications. Over 20% of the units will be three-bedrooms designated for families.

The project is well located in highly traveled location with access to public transportation, retail, jobs, and schools. The site is currently being used (underutilized) as single story retail and has acquisition costs that are above average due to the current use and excellent location. We intend to set up a reserve for supportive services to make sure that homeless households have the funds to get the services they need and will add 25 new 30% units to Madison's west side. We are located in a QCT so project will include a community service facility at low to no cost to rent for a non-profit. Lastly, construction costs and interest rates have increased significantly over the past 18 months creating a financial gap while using the state and federal 4% program.



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 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>INCOME</b>										
Gross Potential Rent	see attached budget									
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										

	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										

Y. Operating Budget

**Merchant Place  
Madison, WI  
PROJECTED CASH FLOW**

Annual Income Increase	2.00%
Annual Expense Increase	3.00%

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
	Yr 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10	YR 11	YR 12	YR 13	YR 14	YR 15	YR 16	YR 17	YR 18	YR 19	YR 20
<b>INCOME</b>																				
Gross Potential Rent	1,795,567	1,831,478	1,868,108	1,905,470	1,943,579	1,982,451	2,022,100	2,062,542	2,103,793	2,145,869	2,188,786	2,232,562	2,277,213	2,322,757	2,369,213	2,416,597	2,464,929	2,514,227	2,564,512	2,615,802
Vacancy Loss	(125,690)	(128,204)	(130,768)	(133,383)	(136,051)	(138,772)	(141,547)	(144,378)	(147,266)	(150,211)	(153,215)	(156,280)	(159,405)	(162,593)	(165,845)	(169,162)	(172,545)	(175,996)	(179,516)	(183,107)
Other Income	84,797	86,493	88,223	89,987	91,787	93,623	95,495	97,405	99,353	101,340	103,367	105,434	107,543	109,694	111,888	114,126	116,408	118,736	121,111	123,533
<b>Total Income</b>	<b>1,754,674</b>	<b>1,789,767</b>	<b>1,825,563</b>	<b>1,862,074</b>	<b>1,899,316</b>	<b>1,937,302</b>	<b>1,976,048</b>	<b>2,015,569</b>	<b>2,055,880</b>	<b>2,096,998</b>	<b>2,138,938</b>	<b>2,181,717</b>	<b>2,225,351</b>	<b>2,269,858</b>	<b>2,315,255</b>	<b>2,361,560</b>	<b>2,408,791</b>	<b>2,456,967</b>	<b>2,506,107</b>	<b>2,556,229</b>
<b>EXPENSES</b>																				
Marketing	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668	13,048	13,439	13,842	14,258	14,685	15,126	15,580	16,047	16,528	17,024	17,535
Payroll	65,000	66,950	68,959	71,027	73,158	75,353	77,613	79,942	82,340	84,810	87,355	89,975	92,674	95,455	98,318	101,268	104,306	107,435	110,658	113,978
Other Admin Costs	56,000	57,680	59,410	61,193	63,028	64,919	66,867	68,873	70,939	73,067	75,259	77,517	79,843	82,238	84,705	87,246	89,864	92,559	95,336	98,196
Management Fees	87,734	90,366	93,077	95,869	98,745	101,708	104,759	107,902	111,139	114,473	117,907	121,444	125,088	128,840	132,706	136,687	140,787	145,011	149,361	153,842
Utilities	72,200	74,366	76,597	78,895	81,262	83,700	86,211	88,797	91,461	94,205	97,031	99,942	102,940	106,028	109,209	112,485	115,860	119,336	122,916	126,603
Security	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Expenses	99,516	102,501	105,577	108,744	112,006	115,366	118,827	122,392	126,064	129,846	133,741	137,753	141,886	146,143	150,527	155,043	159,694	164,485	169,419	174,502
Property Taxes	256,080	263,762	271,675	279,826	288,220	296,867	305,773	314,946	324,394	334,126	344,150	354,475	365,109	376,062	387,344	398,964	410,933	423,261	435,959	449,038
Insurance	28,000	28,840	29,705	30,596	31,514	32,460	33,433	34,436	35,470	36,534	37,630	38,759	39,921	41,119	42,353	43,623	44,932	46,280	47,668	49,098
Reserves for Replacements	37,200	38,316	39,465	40,649	41,869	43,125	44,419	45,751	47,124	48,538	49,994	51,493	53,038	54,629	56,268	57,956	59,695	61,486	63,331	65,230
<b>Total Operating Expenses</b>	<b>711,730</b>	<b>733,082</b>	<b>755,074</b>	<b>777,727</b>	<b>801,058</b>	<b>825,090</b>	<b>849,843</b>	<b>875,338</b>	<b>901,598</b>	<b>928,646</b>	<b>956,506</b>	<b>985,201</b>	<b>1,014,757</b>	<b>1,045,199</b>	<b>1,076,555</b>	<b>1,108,852</b>	<b>1,142,118</b>	<b>1,176,381</b>	<b>1,211,673</b>	<b>1,248,023</b>
<b>NET OPERATING INCOME</b>	<b>1,042,944</b>	<b>1,056,686</b>	<b>1,070,488</b>	<b>1,084,347</b>	<b>1,098,257</b>	<b>1,112,212</b>	<b>1,126,205</b>	<b>1,140,231</b>	<b>1,154,282</b>	<b>1,168,352</b>	<b>1,182,432</b>	<b>1,196,516</b>	<b>1,210,594</b>	<b>1,224,658</b>	<b>1,238,700</b>	<b>1,252,708</b>	<b>1,266,674</b>	<b>1,280,586</b>	<b>1,294,434</b>	<b>1,308,206</b>
Debt Service	906,681	906,681	906,681	906,681	906,681	906,681	906,681	906,681	906,681	906,681	906,681	906,681	906,681	906,681	906,681	906,681	906,681	906,681	906,681	906,681
Asset Management fee	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720	6,921	7,129	7,343	7,563	7,790	8,024	8,264	8,512	8,768
<b>Cash Flow</b>	<b>131,263</b>	<b>144,855</b>	<b>158,503</b>	<b>172,203</b>	<b>185,949</b>	<b>199,734</b>	<b>213,554</b>	<b>227,400</b>	<b>241,267</b>	<b>255,147</b>	<b>269,032</b>	<b>282,914</b>	<b>296,784</b>	<b>310,635</b>	<b>324,456</b>	<b>338,237</b>	<b>351,969</b>	<b>365,641</b>	<b>379,241</b>	<b>392,757</b>



July 24, 2023

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

RE: Merchant Place Apartments

Dear Mr. O'Brien,

This letter serves as evidence of ACC Management's commitment to serve as the Property Management agent for Merchant Place Apartments, a 124-unit affordable multifamily property located in Madison, WI. Northpointe Development plans to apply for competitive Housing Tax Credits in January 2024. If awarded tax credits they plan to start construction in the Spring of 2025. ACC has significant experience in managing high-quality affordable housing projects throughout Wisconsin and has partnered with Northpointe on similar developments to-date.

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "CH Hand", written in a cursive style.

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
<input checked="" type="checkbox"/>	<input type="checkbox"/>

<ul style="list-style-type: none"> <li>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</li> </ul>
<ul style="list-style-type: none"> <li>Lack of housing history</li> </ul>
<ul style="list-style-type: none"> <li>Membership in a class protected by Dane County fair housing ordinances and non-discrimination ordinances in the municipality where the project is located.</li> </ul>
<ul style="list-style-type: none"> <li>Credit score</li> </ul>
<ul style="list-style-type: none"> <li>Information on credit report that is disputed, in repayment, or unrelated to a past housing or utility (gas, electric, and water only) obligations.</li> </ul>
<ul style="list-style-type: none"> <li>Inability to meet financial obligations other than housing and utilities necessary for housing (gas, electric, water).</li> </ul>
<ul style="list-style-type: none"> <li>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.</li> </ul>
<ul style="list-style-type: none"> <li>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.</li> </ul>
<ul style="list-style-type: none"> <li>Wisconsin Circuit Court Access records;</li> </ul>
<ul style="list-style-type: none"> <li>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.)</li> </ul>

**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	
Required for	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Inability to meet a minimum income requirement if the applicant can demonstrate the ability to comply with the rent obligation based on a rental history of paying at an equivalent rent to income ratio for 24 months
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lack of housing history

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Membership in a class protected by Dane County fair housing ordinances and non-discrimination ordinances in the municipality where the project is located.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Credit score
<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	Owing money to a prior landlord or negative rent payment history if the tenant's housing and utility costs were more than 50% of their monthly income.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Owing money to a prior landlord or negative rent or utility payment history if applicant does one of the following: (1) establishes a regular record of repayment of the obligation; 2) signs up for automatic payment of rent to the housing provider; or (3) obtains a representative payee.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wisconsin Circuit Court Access records;
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Criminal activity, except: (i) a criminal conviction within the last two years for violent criminal activity or drug related criminal activity resulting in a criminal conviction, and (ii) if the program or project is federally assisted, criminal activity for which federal law currently requires denial. ( <i>Violent criminal activity</i> is defined in 24 C.F.R § 5.100 and means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. "Drug related criminal activity" is defined in Wis. Stat. s. 704.17(3m)(a)(2). "Drug-related criminal activity" means criminal activity that involves the manufacture or distribution of a controlled substance. "Drug-related criminal activity" does not include the manufacture, possession, or use of a controlled substance that is prescribed by a physician for the use of by a disabled person, as defined in s. 100.264(1)(a), and manufactured by, used, by or in the possession of the disabled person or in the possession of the disabled person's personal care worker or other caregiver. )

Will the project incorporate the denial process detailed below?

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

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

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

R. **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>

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

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

ENERGY STAR®  
PortfolioManager®

Welcome Account | Notifications | ENERGY STAR Notifications | Contacts | Help | Sign Out  
Northpointe1: Settings

MyPortfolio | Sharing | Reporting | Recognition

Merchant Place Apartments has been updated.

Merchant Place Apartments [Change Metric](#)

6706-6714 Odana Road, Madison, WI 53719 | [Map It](#)  
Portfolio Manager Property ID: 21683365  
Year Built: 2024  
[Edit](#)

**Weather Normalized Source EUI (kBtu/ft<sup>2</sup>)** [Why not score?](#)

Current: **N/A**

Baseline: **N/A**

Summary | Details | Energy | Water | Waste & Materials | Goals | Design

[Refresh](#) to see **Source EUI Trend**  
[Change Metric](#)

[Change Metrics](#)  
[Change Time Periods](#)

Metric	Not Available (Energy Baseline)	Not Available (Energy Current)	Change
ENERGY STAR Score (1-100)	Not Available	Not Available	N/A
Source EUI (kBtu/ft <sup>2</sup> )	Not Available	Not Available	N/A
Site EUI (kBtu/ft <sup>2</sup> )	Not Available	Not Available	N/A
Energy Cost (\$)	Not Available	Not Available	N/A
Total GHG Emissions Intensity (kgCO <sub>2</sub> e/ft <sup>2</sup> )	Not Available	Not Available	N/A
Water Use (All Water Sources) (kgal)	Not Available	Not Available	N/A
Total Waste (Disposed and Diverted) (Tons)	Not Available	Not Available	N/A

**Data Quality Checker**

Run a check for any 12-month time period to see if there are any possible errors found with your data.

[Check for Possible Errors](#)

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 The Merchant Place Apartments, 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.
  - 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:
  - 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.

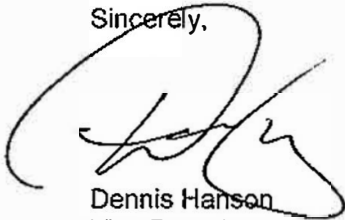
The goal of the Service Coordinator is to enhance the success of Veteran residents, and families experiencing homelessness, and to promote their independence and ability to remain in their unit. The services identified above will enhance independent living success and promote dignity of residents by 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 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 The Merchant Place Apartments 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  
Merchant Place Apartments  
Madison, 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 124 units, 25 low-income units with very low rents (30% CMI units) that can be offered to the target population. In addition, the project will include an additional 14 set aside units (50 and 60% CMI) that will target 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 DEVELOPMENT

Sean OB Date 07/12/2022

LUTHERAN SOCIAL SERVICES

Dennis Hanson Date 7.12.22

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

This MEMORANDUM OF UNDERSTANDING (this “**MOU**”) is hereby made and entered into by and between MOM Middleton Outreach Ministry (hereinafter “**Non-Profit**”) and Northpointe Development II Corporation (hereinafter “**Developer**”).

## **PURPOSE:**

The purpose of this MOU is to develop a framework of cooperation between Non-Profit and Developer that will lead to the use of an approximately 1000 sq ft Commercial “**Community Service Facility**” incorporated into a 124-unit Affordable Housing apartment development located at 6706-6714 Odana Road, Madison WI (the “**Project**”). The Developer will construct the Project, which will be financed in part by low-income housing tax credits allocated by Wisconsin Housing and Economic Development Authority. 124 of the 124 units will be deemed affordable and rent restricted to households earning 30-80% of the County’s Median Income for a period in perpetuity. Non-Profit agrees to provide access to food security and housing stability services to low-income households in both the building and in the community, per the organizations already existing service-area and income requirements. The Community Service Facility will be used as a meeting space, case management office, and food pantry.

## **STATEMENT OF MUTUAL BENEFIT AND INTERESTS**

Non-Profit represents and warrants that the service coordination described in this MOU conforms with their organization’s mission and purpose and that the level of service coordination they intend to provide is adequate for the residents and other low to moderate households in the community to utilize their services. Non-Profit is a 501c3 that brings their community together to create food and housing security through action and advocacy. Because what we eat, where we live and our connection to community are key determinants of well-being and health, MOM focuses on providing access to these resources for people in our community. MOM hosts one of the largest food pantries in Dane County and provides case management, referrals, and housing stability assistance. The Seniors Program provides ride and chore assistance. MOM serves over 4,000 individuals each year.

Developer represents and warrants that Non-Profit’s participation in this transaction will benefit the Project and allow tenants to maintain housing, connect tenants to services and improve the tenant’s quality of life.

## **STATEMENT OF UNDERSTANDING**

### **A) Non-Profit:**

A designated Service Coordinator will be responsible for linking the Residents and Low income members of community with the site for use. Specific services to be offered under this agreement include:

- 1) Provide on-site service coordination and case management services as needed basis for the residents of the building.
- 2) Provide other services directly on-site that meet the needs of all low-income residents (both onsite and in the community, per the Non- Profit's own organizational guidelines) including:
  - (a) Housing Case Management
  - (b) Food Pantry / Emergency food access
  - (c) Resource Referrals
- 3) All services provided will be at no cost to the tenants or low-income members of the community.
- 4) Services will be available and provided throughout the year.
- 5) Non-Profit would be responsible for furnishings, equity, and for maintaining space
- 6) Any exterior signage installed by Non-profit would have to be approved by Developer and Park Towne Management Company.
- 7) Non- Profit agrees to keep space clean and in good physical condition.
- 8) Non- Profit agrees to pay all on-going operating expenses incurred by their space.

### **B) DEVELOPER:**

- 1) Develop the Project and offer a space for use by Non-Profit.
- 2) Provide necessary electrical service to the unit including capacity for commercial refrigeration.
- 3) Provide buildout of space that includes walls, two offices, flooring and lighting similar to building. Non-profit can request changes that would be approved by Developer but paid by Non-profit.
- 4) Execute a lease with Non-Profit for commercial space for \$1 annually for 10 years or time required by the Tax Credit program.
- 5) Confirms that Developer has consulted with a tax accountant and that the relationship with Non-Profit meets all IRS requirements to qualify as a Community Service Facility.

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



LEASED SPACE. Approximately 1000 sq feet, located in a separate and stand-alone area of the apartment building, as shown on the attached site plan, will be improved by Developer and leased to Non-Profit for \$1 annually for a minimum of 10 years. This area will be used to primarily serve low to moderate income members defined as households at or below 60% of the Dane County Median income, and include office, case management, and food pantry space.

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

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

FEE CERTIFICATION STATEMENT. Any fees charged for the services provided in the facility must be affordable to persons at or below the 60% income level; however, as stated above all services will be provided at no cost.

PRINCIPAL CONTACTS. The principal contacts for this instrument are:

**NON-PROFIT**

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

**DEVELOPER**

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

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

Middleton Outreach Ministry, INC



Ellen Carlson  
Executive Director

Northpointe Development II Corporation



Sean O'Brien,  
Secretary



**knothe • bruce**  
ARCHITECTS

Phone: 7601 University Ave., Ste 201  
608.836.3690 Middleton, WI 53562

ISSUED  
Issued for LUA & UDC - September 26, 2022  
Issued for Review - January 19, 2023

PROJECT TITLE  
**Odana Road  
Site Concept**

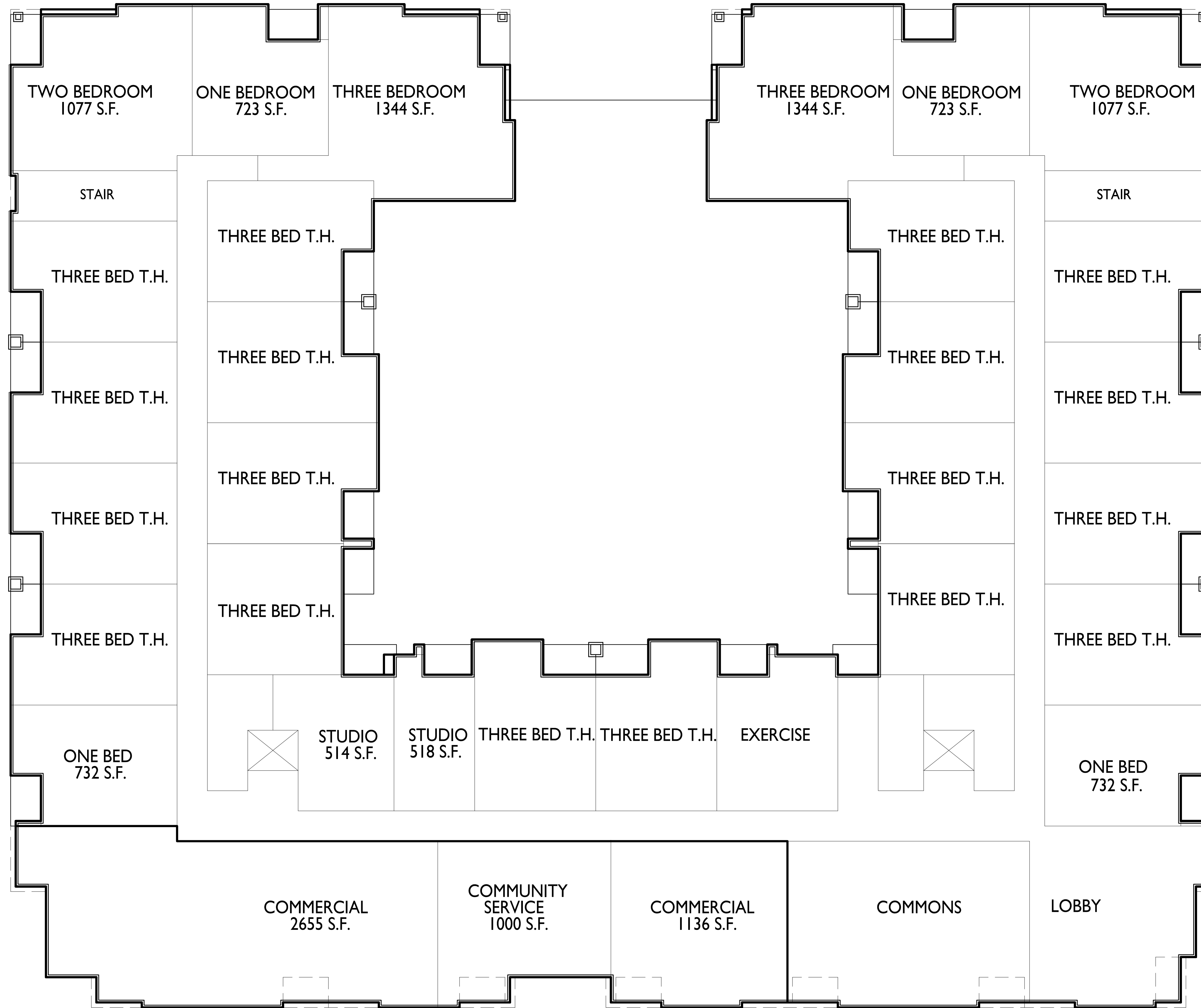
Northpointe  
Development

Odana Rd, Madison  
SHEET TITLE  
**First Floor Plan**

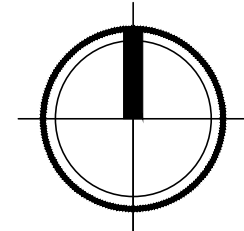
SHEET NUMBER

**A-1.1**

PROJECT NO. **2233**  
© Knothe & Bruce Architects, LLC



**FIRST FLOOR PLAN**  
A-1.1 3/32" = 1'-0"





Department of Planning & Community & Economic Development

## Building Inspection Division

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Madison Municipal Building, Suite 017  
215 Martin Luther King Jr. Blvd.  
P.O. Box 2984  
Madison, Wisconsin 53701-2984  
Phone: (608) 266-4551  
Fax (608) 266-6377  
[www.cityofmadison.com](http://www.cityofmadison.com)

January 10, 2023

Sean O'Brien  
230 Ohio Street STE 200  
Oshkosh WI 54902

Re: Merchant Place Apartments / Mixed-Use Building with 124 Apartments at 6706-6714 Odana Rd.

Dear Sean O'Brien:

You have requested information relative to the zoning for the four-story, mixed-use building with approximately 4,800 sq. ft. of commercial space and 124 apartments that your organization is proposing to build at 6706-6714 Odana Rd.

The property lies within the CC Commercial Center Zoning District, within which *dwelling units in a mixed-use building* are a Conditional Use. The project also requires approval of the demolition of any principal structures that you may wish to raze to accommodate the redevelopment.

At its regular meeting on November 7, 2022, the Plan Commission of the City of Madison approved the Conditional Use that will allow for the development and construction of a four-story, mixed-use building with approximately 4,800 sq. ft. of commercial space and 124 apartments and the demolition of any principal structures required for the proposed development.

Your proposal also includes 1,000 square feet of commercial space for Middleton Outreach Ministry, which WHEDA calls a Community Service Facility, defined as "any facility designed to serve primarily individuals whose income is 60 percent or less of area median income." Madison's zoning code would classify this use as a *Counseling, community services organization*, which is a Permitted Use in the CC Commercial Center Zoning District

You may proceed with the steps necessary to finalize the approval and secure building and development permits. If you have any questions in regard to this letter, please feel free to contact me at [kbannon@cityofmadison.com](mailto:kbannon@cityofmadison.com) or (608) 266-4551.

Sincerely,

A handwritten signature in black ink that reads "Katie Bannon". The signature is fluid and cursive.

Katie Bannon, AICP  
Zoning Administrator

## Unit and Development Amenities

The Developer is proposing to construct the Merchant Place Apartments, a newly constructed 124-unit Section 42 LIHTC multifamily development centrally located at 6706 Odana Road within the City of Madison, Wisconsin. Upon completion, the proposed Merchant Place Apartments will consist of the new construction of a total of 1, four-story garden style building containing 124 units of Section 42 LIHTC housing. More specifically, the proposed development will include fourteen studio/one bathroom units (515 square feet), 64, one bedroom/one bathroom units (725 square feet), 20, two bedroom/two bathroom units (1,100 square feet), and 26, three bedroom/two bathroom units (1,450 square feet) for a total of 124 rental units targeting residents of all ages.

Development amenities and building attributes would generally include the following:

- Controlled entry with intercom and key fob access
- On-site management
- Elevator
- Community room
- Fitness center
- Library
- Playground
- Individual storage units (included in rent)
- 40 surface parking stalls (included in rent)
- 123 underground parking stalls (\$55/month)

Unit amenities and building attributes would generally include the following:

- Appliances (refrigerator, range/oven, dishwasher, disposal, microwave)
- In-unit washer/dryer
- Patios/balconies
- Window blinds
- Ceiling fan
- Central air-conditioning
- Cable TV/computer internet hookups

Construction of the development is proposed to commence in May 2024 with initial occupancy slated for May 2025. Premarketing will begin six months prior to occupancy.

## Community Service Facility

The developer is proposing to incorporate a 1,000 square foot Community Service Facility (“CSF”) into the subject housing development located in Madison, WI. The CSF will be used to serve low to moderate income members defined as households at or below 60% of the Dane County Median income, and include two offices. Middleton Outreach Ministry (“MOM”) agrees to provide and/or coordinate services needed by the tenants or other low to moderate households in the community. The CSF will be used as a meeting space, case management office, and food pantry, allowing tenants to maintain housing, connect tenants to a local social network, and improve the tenant’s quality of life.

Middleton Outreach Ministry is a 501c3 that brings their community together to create food and housing security through action and advocacy. Because what we eat, where we live and our connection to community are key determinants of well-being and health, MOM focuses on providing access to these resources for people in our community. MOM hosts one of the largest food pantries in Dane County and provides case management, referrals, and housing stability assistance. The Seniors Program provides ride and chore assistance. MOM serves over 4,000 individuals each year.

According to the United States Census Bureau, in Dane County, there are 71,124 households at or below 60 percent AMI. Additionally, in the City of Madison, there are currently 38,399 households at or below 60 percent AMI. These individual/households are eligible for the services provided by the community service facility, thus further evidencing the need for a community service facility as part of the proposed project.

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made this 15th day of December 2022 (the "Effective Date"), by and between the Dane County Veterans' Services Office, Lutheran Social Services, and Northpointe Development Corporation ("Developer").

### WITNESSETH

**WHEREAS**, the Developer is the developer/owner of the subject proposed new construction of 124 units of affordable housing located at 6706-6714 Odana Road Madison, WI.

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

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

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

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

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

- 1) The proposed project intends to provide 14 veterans housing units at 50% or 60% rent levels to those earning at or below 60% of the area median income. The target population for these units is veterans and the general population who have permanent developmental, physical, sensory, medical or mental health disabilities or a combination of impairments that make them eligible for long term care services.
- 2) Should the proposed project be developed, Developer and/or its property management agent will, during lease-up and whenever there is a vacant unit, contact your office and other area local partners asking for referrals of prospective residents who are low income and are veterans. This contact will be made by the Developer or their onsite management agent staff via email or phone.
- 3) The Developer's property management agent will establish a waiting list of prospective residents based on referrals described above.
- 4) The Developer and its property management agent will endeavor to make existing and prospective residents aware of services and resources available by provision of a tenant resource area within the common area of the proposed development. The

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

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

### **Administrative Provisions**

#### **Duration**

This MOU is subject to the project receiving an award of LIHTC, with operations expected to commence on 6/1/25. The initial period shall be 12 months from commencement of leasing operations. Either party may terminate this agreement with 30 days’ notice at the end of the initial period.

#### **Amendments**

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

#### **Confidentiality**

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



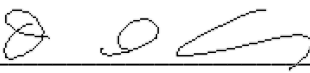
**Nondiscrimination**

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

**Signatories:**

Dane County Veterans Service Office

Lutheran Social Services

By:  \_\_\_\_\_

By:  \_\_\_\_\_

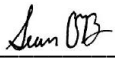
Date: 1/13/2023

Date: 12/16/2022

Name: Daniel A Connery  
Title: Veterans Service Director

Name: Dennis Hanson  
Title: Vice President

Northpointe Development II Corporation

By:  \_\_\_\_\_

Date: 12/16/2022

Name: Sean O'Brien  
Title: Secretary



January 17, 2023

Elmer Moor Jr.  
Executive Director  
Wisconsin Housing and Economic Development Authority  
908 East Main Street, Suite 501  
Madison, WI 53703

Dear Mr. Moore,

Northpointe Development II Corporation and DreamLane Real Estate Group appreciate the opportunity to submit an application for Low-Income Housing Tax Credits for our proposed Merchant Place Apartments in Madison, Wisconsin.

We have requested to receive points for providing services designed to address the needs of Veterans and reserving units Veterans through an MOU with Lutheran Social Services and the Dane County Veterans Services Office. As such, we are providing this letter to confirm that we will hold vacant veterans housing units open for a minimum of 30 days or until the local collaborative long term veterans' services partners, in conjunction with our management agent, finds a person meeting the target veteran definition and requisite income qualifications to lease the unit. After the 30 days, we will lease the unit to any otherwise income qualifying family or individual. In the event this occurs, an affidavit will be executed and filed by the property manager in the property files that attests that the veteran unit was marketed in accordance with the 30-day marketing period requirement.

Once again, thank you for the opportunity to submit Merchant Place Apartments to WHEDA for an allocation of Housing Tax Credits. We believe that this development will be highly impactful in housing Veteran residents of Dane County.

Sincerely,

A handwritten signature in black ink that reads "Sean O'Brien". The signature is written in a cursive, flowing style.

Sean O'Brien

Northpointe Development II Corporation



## 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**

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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**

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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**

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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**

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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.

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

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- 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**

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- 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**

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

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







LOOKING NORTH







STORAGE

STORAGE

LOOKING NORTH-WEST







SIGNAGE

LOOKING WEST







LOOKING SOUTH-WEST







LOOKING SOUTH-EAST







SIGNAGE

LOOKING EAST







SIGNAGE

SIGNAGE

LOOKING NORTH-EAST

