



August 2, 2024

Dane County Department of Human Services
Division of Housing Access & Affordability
Attention: Ms. Jenna Wuthrich
1202 Northport Drive
Madison, WI 53704

RE: The Conway- AHDF Application

Dear Ms. Wuthrich,

On behalf of Lincoln Avenue Communities (LAC) and our development partners, we are excited to apply to Dane County for the Affordable Housing Development Fund program for The Conway at Huxley Yards. In May of this year, Wisconsin Housing and Economic Development (WHEDA) awarded the Conway 9% Affordable Housing Tax Credits, and we are excited for the opportunity to apply to Dane County for your affordable housing funds. The Conway is the 3rd Phase of our Huxley Yards development and will be a great complement to the affordable housing that is currently underway that will also include a future 15-acre City Park. Huxley Yards is the first development that is part of the Oscar Mayer Special Area Plan that calls for significant reinvestment into the area, as part of the efforts to turn the loss of Oscar Mayer into a future opportunity for the community. Surrounded by retailers, restaurants, grocery stores and many other community resources just off the isthmus, the development location will provide an ideal mix of jobs, amenities and services for the future residents of Huxley Yards. Building on the affordability of the View and Victoria at Huxley Yards, the Conway takes affordability and supportive services one step further by providing deeper targeted integrated supportive housing with on-site services. The Conway will provide an on-site community service facility space that will build on the classroom that the View will offer and the senior community center that the Victoria will provide.

Dane County's support for the development will help to provide a level of affordability and energy efficiency that does not currently exist in the surrounding area.

Our development team is particularly excited to bring additional job training opportunities and supportive services for area residents through our continued partnerships with Employment & Training Association and Lutheran Social Services, while added much needed affordable housing. We believe that the development will leverage the investments that the County is making in job training initiatives, as evidenced by the MOU's that we have with Employment & Training Association, Lutheran Social Services, and the Dane County Veterans Service Office.

In closing, we appreciate the consideration and hope to have an opportunity to collaborate with the County as the plans for The Conway at Huxley Yards move forward. Please do not hesitate to reach me at (608) 999-4450 with any questions.

Sincerely,

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

Kevin McDonell
Regional Project Partner & VP of Development



Scoring Summary



Scoring Summary- The Conway at Huxley Yards

Project Description (20%)

The development is meeting all preferences and is requesting maximum points in the project description category. See body of application in section 1 for additional details.

- A. The development is meeting WHEDA's income, occupancy, and rent restrictions for their LIHTC program with 10 units at 30%CMI, 20 at 50%CMI, 12 at 60%CMI, and 8 at Market Rate.
- B. We will ensure a commitment of affordability by entering into a Land Use Restriction Agreement and is committed to permanent affordability.
- C. Preservation Housing Partners is the Lead Developer & will have a majority ownership interest in the development.
- D. The Conway at Huxley Yards is located in the City of Madison's Sherman neighborhood - a mixed-use neighborhood comprised of single-family, multi-family, industrial, and commercial uses. Near north of downtown, the Sherman neighborhood is serviced by the Madison Metro Transit Bus System and possesses convenient vehicular linkages through its proximity to Highway 113, Aberg Avenue, Sherman Avenue, and Commercial Avenue. The site's location within the Sherman neighborhood is considered very walkable, with most errands able to be accomplished on foot. In addition, to the strong existing bus network, the city is also planning the future Bus Rapid Transit route that is being called "Rapid Route B" otherwise known as the new North South line that will be in addition to the current East West BRT line that is called the "Rapid Route A." The Conway is also just steps away from new Patricia's Market Mexican Grocery Store and the future 15 acre park that will include a community playground. The site is also around a half mile away from the public schools, the Pick N Save Grocery Store/Pharmacy, BMO Bank, multiple City Parks, and Childcare. Additionally, the site is about 3/4 of a mile from a Full-Service Medical Clinic. Other notable amenities that are within walking distance include Madison College's Commercial Avenue Job Training/Education Center, the Dane County Job Center, the Lakewood Plaza Shopping Center, and the Northgate Shopping Center.
- E. The development is integrating supportive services with Lutheran Social Services & even includes a Community Service Facility Office Space for them to use on-site.
- F. The development includes 13 3-Bedroom Units.

Project Disbursement (10%)

The development is located within the City of Madison's Preferred Transit Oriented Development Area (**see confirmation email from Julie Spears**), and greater than a quarter mile (just over 0.3 miles) from W23, which is the closest 9% tax credit development qualifying the Conway for 10 points. The View & Victoria at Huxley Yards are developments listed on Attachment and included on the map, but those properties are part of the same parcel and master planned development. As 4% Tax Credit developments without any additional subsidy other than TIF and a WEDC Brownfield Grants the View and Victoria at Huxley Yards units are primarily serving a different segment of the target population. Out of the 303 units at the View only 32 of the units are set-aside for AMI's at less than 60%AMI with 16 of those units being 3 & 4-Bedroom units, showing that the Conway will be serving a different segment of the affordable market. The View a Huxley Yards is currently on the same parcel as The Conway and



the buildings are expected to be about 0.07 miles away from each other. Out of the 250 units at the Victoria only 26 of the units are set-aside for AMI's at less than 60%AMI with all of those units serving Seniors, showing that the Conway will also be serving another segment of the affordable market for Seniors with around ten percent of the units set-aside at less than 60%AMI.

Partnering to End Homelessness (10%)

See body of application in section 1 subsection S for details on plan for Partnering to End Homelessness with Lutheran Social Services, and section 1 subsection T for Access to Units for Households Experiencing Homelessness.

Tenant Selection (20%)

See section 2 of application for detailed Tenant Selection Plan that commits to 100% of the County's Fair Tenant Selection Criteria, Denial Process Criteria, and have agreed to all of the criteria for the full 10 points. See body of application in section 1 subsections O, P, and Q for commitments requesting all points. In addition, we have agreed to utilize the County's Denial Criteria.

Supportive Services Plan (15%)

See body of application in section 1 throughout multiple subsections for the supportive service plan and commitments we've made requesting all points. Preservation Housing Partners, Lincoln Avenue Communities, Rootstalk Capital, Lutheran Social Services, and Wisconsin Management have worked closely in developing a plan that we believe will best serve the needs of Dane County and of the surrounding area by providing the 5 1-Bedroom Homeless Units with the balance of the 30%AMI targeted for Veterans and/or individuals with a disability that are at-risk of homelessness.

Development Team Capabilities (10%)

See body of application in section FF for a detailed summary on the Preservation Housing Partners, Rootstalk Capital, Lincoln Avenue Communities development team, section GG for the summary on Wisconsin Management Company's experience, and sections V & DD for Lutheran Social Services experience. **Section 9** has a **detailed project list for LAC and the Regional Project Partner**.

1. LAC's combined development team has completed over a hundred affordable housing developments across the country utilizing Section 42 tax credits with significant experience throughout Wisconsin.
2. LAC's Regional Project Partner has received 23 LIHTC Awards from WHEDA plus 5 LIHTC Awards Indiana Housing and Community Development Authority over the last 10 years all of which were carried out utilizing public private partnerships to accomplish affordable housing community developments.
3. Preservation Housing Partners & LAC have a portfolio of over 20,000 apartment units across the country that serve low-income families, and LAC's Regional Project Partner has experience working on just under two thousand units throughout Wisconsin and Indiana.
4. The development is providing integrated supportive housing and not permanent supportive housing. LAC's Regional Project Partner has incorporated the Section 811 integrative supportive housing model on all 20 LIHTC Awards previously received from WHEDA.
5. Wisconsin Management Company has been managing apartment developments across Wisconsin for over 40 years. They are also a WHEDA Certified Management Agent with a



portfolio of over 150 properties across Wisconsin and Iowa. As the property manager, they have received multiple Dane County AHDF Awards in previous rounds that provided commitments that are consistent with the proposed development.

6. As outlined in the Development Team's MOU with LSS and LSS's certification letter, our supportive service partner is committed to providing regularly scheduled on-site service coordination within our Community Service Facility Space office space that will be dedicated to the LSS team during the regularly scheduled hours that works best for our residents. Our current development budget also includes a \$60,000 Supportive Service Reserve that is intended to cover the first few years of services needed. As outlined in the MOU LSS is assuming a Year 1 budget of 19,306. For future years we plan to establish a Service Payment Account that will be funded by project cash flow across our portfolio and are working with the LSS team to look for Service Coordination funding sources to continue to grow the supportive services that our partnership is able to offer. LSS understands that the rent levels for the integrative supportive housing units are at the 30%AMI max rent levels and plans to supplement some of the challenges of finding residents that are on the coordinated entry list that do not have enough income to meet our resident screening criteria by applying for vouchers to support residents that are under income. We also expect that the voucher residents are also very likely to come with existing supportive service providers through the applicable Managed Care Organizations, which will also help to supplement the services that the LSS team plans to offer on the site.

Funding Leverage (10%)

The Funding Leverage for the development is expected to be 6.4076% based on the \$1,400,000 AHDF request, and the estimated total development cost is \$21,849,091.

Energy Efficiency/Sustainability (5%)

The development is committed to receiving the Wisconsin Green Build Home Gold Standard, ENERGY STAR Multifamily New Construction and EPA Indoor airPLUS Certifications for a total of 9 points. See **section 5 for proof of the commitment**. Additionally, the development is planning to install 100kw of Solar Panels and utilize electric heat pumps making the development one of the most energy efficient sustainable developments that have been completed in Dane County. Moreover, our team is currently studying the potential to utilize geothermal heat pumps, but need to confirm the financial feasibility and currently need more guidance on how the IRS will be implementing some of the criteria that was outlined in the inflation reduction. Our development team is committed to working with Focus on Energy to leverage their expert advice and incentives for energy efficient features. In addition, we will support Dane County's efforts to measure total annual energy consumption of the project by supplying energy consumption data for common areas and by assisting to collect tenant-level data from the energy utility providers.

**1. 2024 Dane
County
Application-
Affordable
Housing
Development
Funds**

DANE COUNTY APPLICATION FOR 2024 AFFORDABLE HOUSING DEVELOPMENT FUND

This application should be used for project seeking Dane County AHDF funds. Applications must be submitted electronically to DCDHS Division of Housing Access by **noon on August 5, 2024**. Upload application materials to the [Dane County AHDF Dropbox](#).

APPLICATION SUMMARY

ORGANIZATION NAME	Conway at Huxley LLC	
MAILING ADDRESS If P.O. Box, include Street Address on second line	401 Wilshire Blvd, 11 th Floor, Santa Monica, CA 90401	
TELEPHONE	(608) 999-4450	LEGAL STATUS
FAX NUMBER	N/A	<input checked="" type="checkbox"/> Private, Non-Profit
NAME CHIEF ADMIN/ CONTACT	Robert Diedrich	<input checked="" type="checkbox"/> Private, For Profit
INTERNET WEBSITE (if applicable)	https://www.lincolnavenue.com/	<input type="checkbox"/> Other: LLC, LLP, Sole Proprietor
E-MAIL ADDRESS	kevin@lincolnavenue.com	Federal EIN: <u>Conway at Huxley LLC (99-3094483)</u> Unique Entity Identifier (UEI): C63RCLKFR675 (LACM)

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

PROJECT NAME	PROJECT CONTACT PERSON	PHONE NUMBER	E-MAIL
Conway at Huxley Yards	Kevin McDonell	(608) 999-4450	kevin@lincolnavenue.com

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
\$21,849,091	\$1,400,000	6.4076%



Signature of Chief Elected Official/Organization Head

Robert Diedrich

President

Title

8/5/2024

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:	Conway at Huxley Yards
Project Address:	905 Huxley St.
City, State, Zip:	Madison, WI 53704
Parcel Number:	081031307011 (portion of)
Census Tract:	21.00

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

The Conway at Huxley Yards (The Conway) is located in the City of Madison and is the third and final phase of the Huxley Yards Development Project (Huxley Yards). Huxley Yards is centrally located within an industrial corridor that was previously anchored by the Oscar Mayer manufacturing plant. Following the closure of the Oscar Mayer manufacturing plant in 2017, the City of Madison reimagined the future of the industrial corridor through the crafting of the Oscar Mayer Special Area Plan. The Special Area Plan is structured around ten redevelopment objectives that seek to stimulate economic growth through sustainable, transit-oriented, mixed-use, and mixed-income development that maintains housing affordability and minimizes displacement. Huxley Yards delivers on the objectives on the Oscar Mayer Special Area Plan by redeveloping a vacant industrial parcel with mixed-income housing and multiple community services facilities that will serve the needs of the broader neighborhood.

The Huxley Yards development team had numerous meetings with municipal staff, municipal committees, and neighborhood/community groups between March 2022 and January 2023. These meetings, listed below, functioned to both inform the overall project design and facilitate the attainment of necessary approvals.

Rezone & Street Mapping

- March 7, 2022 - Plan Commission Meeting
- April 7, 2022 - Sherman Neighborhood Association and Friends of Hartmeyer Meeting
- June 2, 2022 - Common Council Meeting
- June 6, 2022 - Transportation Planning & Policy Board Meeting
- June 6, 2022 - Common Council Meeting
- June 13, 2022 - Plan Commission Meeting

Land Use & CSM

- July 20, 2022 - District 12 Neighborhood Meeting
- August 25, 2022 - District 12 Neighborhood Meeting
- October 3, 2022 - District 12 Neighborhood Meeting
- December 12, 2022 - Plan Commission Meeting
- January 3, 2023 - Common Council Meeting

Additional meetings specific to The Conway have occurred more recently. They include:

- January 4, 2024 - Development Assistance Team Meeting
- May 10, 2024 - Meeting with Alder Latimer-Burris
- July 8, 2024 - District 12 Neighborhood Meeting

During the process we've received support for a thoughtfully designed apartment development that cansupport the City's targeted redevelopment efforts within the Oscar Mayer Special Area Plan, while providing high quality affordable housing for the many surrounding employers that support the neighborhood. There is strong support for quality affordable housing that will serve the surrounding businesses and that will provide opportunities for advancement through the development's Community Service Facility. We envision the Community Service Facility will primarily be used for supportive services, job training and employment counseling by local non profits that are currently engaged in strengthening the opportunities and achievements of residents in the neighborhood. We have a signed MOU with the Dane County Veterans Service Office (CVSO) the Employment & Training Association Inc. (EATA), and Lutheran Social Services (LSS) to provide supportive services to the community.

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

The project is eligible for waived park impact fees under Sec. 20.08(2)(d) of the City of Madison's Code of Ordinances. Additionally, we are applying for the City's Affordable Housing Funds, and also located within their "Preferred TOD Area" that provides a preference for the City's Affordable Housing Funds. With the development being rezoned to RMX it does allow for increased density over the previous zoning classification, and being located within the Preferred TOD Area does allow for consideratoin of additional density and reduced setbacks.

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

Yes, the project is eligible for municipal affordable housing resources, and is located within the City of Madison's "Preferred TOD Area" that provides a preference for the City's Affordable Housing Funds.

- 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 Conway at Huxley Yards is located within the Regional Mixed-Use (RMX) Zoning District. "Dwelling units in a mixed-use building" with 37-60 units is a permitted use within the RMX district. The proposed on-site property management offices, community room, and exercise room are allowed as part of the "dwelling units in mixed use buildings" use. The proposed community service facility would be classified as the use "counseling, community services organization" - which is also a permitted use in the RMX Zoning District. The site is fully entitled for the proposed use if we altered our site plan to fit entirely within the current RMX zoning. With that said, we are seeking a zoning map amendment that provides for a better placement of the building and addresses comments that we've received from planning, zoning, engineering, and the neighborhood. The zoning map amendment simply allows for the site that is currently zoned RMX and TRU-2 to be entirely zoned RMX.

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

The Conway at Huxley Yards (The Conway) is a 50-unit, new construction mixed-income development providing 42 units for residents making between 30% to 60% of the area median income (AMI) and eight market rate units. Ten of the 42 income-restricted units will be set aside as integrated supportive units and will accommodate households with incomes not to exceed 30% AMI. Of these ten units, five will be dedicated Coordinated Entry Units and will target individuals and families at risk of homelessness. Furthermore, of the 42 income-restricted units, six will offer a veterans preference. All income-restricted units will maintain permanent affordability for the life of the development.

The Conway's units will be delivered through a single, 5-story building alongside dedicated resident amenity spaces, and a community service facility that will provide on-site job training and supportive services to both residents and the broader neighborhood. As the third phase of the Huxley Yards Redevelopment Project (Huxley Yards) The Conway will also offer its residents convenient access to the educational classroom and senior center that are currently under construction as part of phases one and two of Huxley Yards. These multiple community service facilities will support residents in improving their quality of life and in facilitating meaningful connections.

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

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

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

ON OR BEFORE	MILESTONES
1/23/24	Executed Purchase Agreement
1/26/24	Submitted WHEDA 9% Application
4/22/24	Received WHEDA Tax Credit Reservation (Award)
9/24/24	Submit Final Plans to City of Madison
Fall of 2024	Bid Package Released
Winter of 2024 & Q1 of 2025	Bids Awarded
2/1/2025	Construction Begins
9/1/2025	Lease-Up Begins
2/1/2026	Certificate of Occupancy
2/1/2026	Substantial Completion

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

ADDRESS #1:	905 Huxley St., Madison, WI 53704										
	# 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%	10		5	3	2			\$708	\$850	\$982	
40%											
50%	20		3	12	5			\$1,181	\$1,417	\$1,636	
60%	12		2	8	2			\$1,346	\$1,615	\$1,865	
80%											
Affordable Sub total	42		10	23	9						
Market	8		2	2	4			\$1,400	\$1,650	\$2,101	
Total Units	50		12	25	13		Notes:				

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

ADDRESS #2:	Not applicable										
	# 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%											
Affordable Sub total											
Market											
Total Units							Notes:				

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

What percentage of maximum LIHTC rents are used for 50, 60, and 80% units? Describe the project’s policy toward limiting rent increases for lease renewals? How will the project ensure long-term tenants are protected from significantly rising rent increases that may be allowed under published rent limits?

The assumed rents for 50% AMI units modeled at 100% of the 2024 maximum allowable rents and 60% AMI units are modeled at 95% of the 2024 maximum allowable rents.

Renewal/non-renewal notices will be issued 120 days in advance of the lease end date. Rent increases will be determined after market conditions/comps are reviewed and the annual budget is prepared and agreed to with the developer. Rent increases will be commensurate with annual increases in operating expenses to ensure that the community has adequate funds to operate in such manner to provide a secure and safe environment, a good quality of life for the residents, and the preservation of the asset (including reserve funding for future depreciation of the asset).

Per WHEDA's current policy, rent increases to residents who intend to renew their leases will be capped at 5%, but also allows for waiver requests. This cap is intended to protect long-term residents from rapidly rising contract rents allowed under the published rent limits.

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

<input type="checkbox"/>	Community Building, square feet:
<input checked="" type="checkbox"/>	Community Room, square feet: 1,170
<input checked="" type="checkbox"/>	Garages, number: 22 and monthly rent: \$80
<input checked="" type="checkbox"/>	Surface parking, number: 28 and monthly rent: \$0
<input checked="" type="checkbox"/>	Underground parking, number 19 and monthly rent: \$80

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

Additional amenities will include a fitness center, picnic area, community patio, onsite leasing office, and shared laundry facilities. Residents will have the option to rent in-unit washers/dryer at a rate of \$65/month.

LOCATION

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

The Conway at Huxley Yards is located in the City of Madison's Sherman neighborhood - a mixed-use neighborhood comprised of single-family, multi-family, industrial, and commercial uses. Near north of downtown, the Sherman neighborhood is serviced by the Madison Metro Transit Bus System and possesses convenient vehicular linkages through its proximity to Highway 113, Aberg Avenue, Sherman Avenue, and Commercial Avenue. The site's location within the Sherman neighborhood is considered very walkable, with most errands able to be accomplished on foot. In addition, to the strong existing bus network the City is also planning the future Bus Rapid Transit route that is being called "Rapid Route B" otherwise known as the new North South line that will be in addition to the current East West BRT line that is called the "Rapid Route A."

The Conway is also just steps away from new Patricia's Market Mexican Grocery Store and the future 15 acre park that will include a community playground. The site is also around a half mile away from the public schools, the Pick N Save Grocery Store/Pharmacy, BMO Bank, multiple City Parks, and Childcare. Additionally, the site is about 3/4 of a mile from a Full Service Medical Clinic. Other notable amenities that are within walking distance include Madison College's Commercial Avenue Job Training/Education Center, the Dane County Job Center, the Lakewood Plaza Shopping Center, and the NorthGate Shopping Center.

The site is currently vacant, having previously been associated with industrial uses. Immediate surrounding uses include commercoa; to the west (Ice Arena) and south, new construction multifamily to the the north, and industrial with plans for mixed use to the east. The site was selected because the proposed project - alongside the broader Huxley Yards Redevelopment Project - aligns with vision of the City's ambitious Oscar Mayer Special Area Plan and will offer future residents affordable housing in a vibrant and accessible neighborhood that we believe will continue to see significant investment into the foreseeable future.

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

Type of Amenities & Services	Name of Facility	Distance from Site
Full Service Grocery Store	Pick 'n Save	0.58 miles
Public Elementary School	Emerson Elementary School	0.51 miles
Public Middle School	Sherman Middle School	0.65 miles
Public High School	Madison East High School	0.66 miles
Job-Training Facility, Community College, or Continuing Education Programs	Madison College - Commercial Avenue Education Center	0.09 miles
Childcare	Kaylee's Garden Early Child Care and Education	0.42 miles
Public Library	Madison Public Library - Hawthorn	0.74 miles
Neighborhood, Community, or Senior Center	Goodman Community Center	1.02 miles
Full Service Medical Clinic or Hospital	UW Health Union Corners Clinic	0.73 miles
Pharmacy	Pick 'n Save Pharmacy	0.58 miles
Public Park or Hiking/Biking Trails	Fireman's Park	0.34 miles
Banking	BMO Bank	0.40 miles
Retail	Lakewood Plaza Shopping Center	0.13 miles
Other (list the amenities)		

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

The nearest seven-day per week transit stops are located at the intersections of N. Sherman Ave. & Commercial Ave. and Packers Ave. & Commercial Ave.

The stop located at the intersection of N. Sherman Ave. & Commercial Ave. is 0.19 miles from proposed project site and serviced by Route D. During weekdays from 12:00 PM - 1:00 PM the bus stops at N. Sherman Ave. & Commercial Ave. a total of four times - two times heading eastbound, and two times heading westbound. Route D provides access to the Dane County Regional Airport and terminates at the intersection of New Sprecher & Cottage Grove when heading eastbound, and the intersections of Watts & Junction or Maple Grove & McKee when heading westbound.

The stop located at the interesction of Packers Ave. & Commercial Ave. is 0.25 miles from the proposed projected site and serviced by Route B. During weekdays from 12:00 PM - 1:00 PM the bus stops at Packers Ave. & Commercial Ave. a total of eight times - four times heading northbound and four times heading southbound. Route B

provides access to the Central Wisconsin Center to the north and Fitchburg to the south.

Both Routes D and B offer direct access to major employment hubs of downtown Madison and the University of Wisconsin - Madison.

As demonstrated by the WHEDA "High Need" census tract designation the surrounding area is home to a mismatch of workforce level jobs, and housing units that are affordable to the surrounding workforce. All of the surrounding Lakewood Plaza & NorthGate retailers/restaurants; McDonalds, Patricia's Market, Pick N Save, Madison Oriental Market, UPS, Boomerants Resale Store, Love & Soul Hair Lounge, Bear & Bottle, Ancora, Dutch's Auto Service, Chet's Car Care, and the multiple convenience stores are employers that offer lower-income jobs and are within walking distance of around 0.5 Miles making the travel time a few minutes walk and no need to spend money on public transportation. Between the surrounding restaurants and retailers the list of employers within 0.5 miles is quite long. If public transportation is necessary there are multiple bus stops within a quarter mile that typically run every 30 minutes to an hour as outlined above.

PROJECT APPROACH

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

The development team intends to partner with the Dane County Veterans Service Office, Lutheran Social Services (LSS), and the Employment and Training Association (EATA).

Six of The Conway's 50 housing units will offer preference to veterans. In offering this preference, the project has agreed to hold open a vacant veterans' housing unit for a minimum of 30 days or until property management, in collaboration with local veterans service partners, finds a person meeting the target veteran definition and requisite income qualifications to lease the unit. The development team has executed an MOU with Dane County Veterans Service Office to assist in identifying eligible veterans to occupy the project's designated veterans' housing units.

Ten of The Conway's housing units are dedicated Integrated Supportive Housing Units units and will accommodate households with incomes not to exceed 30% AMI. Of these ten units, the five one-bedroom units will be Coordinated Entry Units and target households experiencing homelessness. Lutheran Social Services will serve as the referring agent for the five coordinated entry units as well the project's Supportive Service Provider. LSS is a member of the Homeless Services Consortium of Dane County has a strong history of providing wraparound service coordination and case management services to residents of housing complexes in communities throughout Wisconsin and Upper Michigan.

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 a wraparound 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 to fill gaps in supports where identified.

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 selfsufficiency,

access to benefits, employment opportunities, 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 at no cost to families. Training topics may include:

- Financial coaching and one to one consultations; and

- 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 goals of the Service Coordinator are 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 an individualized approach.

The Conway has a dedicated Community Service Facility that will host on-site job training and supportive services for both residents and the broader neighborhood. The development team intends to partner with Employment & Training Association, Inc. to provide this job training.

- N. **LANGUAGE & INFORMATION ACCESS:** Describe project's policy and procedures for ensuring services and information will be made available to all applicants and tenants, including those with limited English proficiency and individuals who may have physical, hearing, speech, or visual impairments that require special accommodations.

All methods of outreach, referral and management of the waiting list will be consistent with fair housing, civil rights laws and regulations and affirmative marketing requirements, agree to assist with documentation for affirmative marketing strategies. This outreach will comply with WHEDA's QAP & approved AFHMP to ensure the least likely to apply are provided information about the opportunity. The AFHMP addresses outreach to persons least likely to apply. These persons include those who have communication differences, are deaf or hard of hearing, are blind or sight impaired, cognitive impairment or for whom English is a second language.

The Conway at Huxley Yards will take reasonable steps to ensure that persons with disabilities related to hearing and vision have reasonable access to The Conway at Huxley Yards programs and services [24 CFR 8.6]:

- To meet the needs of persons with hearing impairments, The Conway at Huxley Yards will provide an e-mail address on all written communications.
- To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with The Conway at Huxley Yards's staff, one-on-one assistance will be provided upon request.
- Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

For mobility impaired persons

Wisconsin Management Company (WMC), which is an accessible facility on an accessible route. This document is available for examination Monday through Thursday between the hours of 8:00 am and 4:00 pm and Friday between 8:00 am and noon. You must make advance arrangements to examine this document. Please call WMC or call our Relay # 1-800-346-8581 to schedule an appointment.

For hearing impaired persons

WMC provides assistance for hearing-impaired persons in reviewing this document. Assistance may include provision of a qualified interpreter at a time convenient to both WMC and the individual with disabilities. Please call our Relay # 1-800-346-8581 to schedule an appointment.

For vision impaired persons

WMC will provide a staff person to assist a vision-impaired person in reviewing this document. Assistance may include describing the contents of the document, reading the document or sections of the document or providing such other assistance to permit the contents of the document to be communicated to the person with vision impairments.

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

Limited English Proficiency (LEP)

The Conway at Huxley Yards will take reasonable steps to ensure meaningful access to the information and services they provide for persons with Limited English Proficiency (LEP). Persons with LEP are The Conway at Huxley Yards's housing applicants and resident families, who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. In order to determine the level of access needed by LEP persons, The Conway at Huxley Yards will balance the following four factors:

- 1) The number or proportion of LEP persons eligible to be served or likely to be encountered by The Conway at Huxley Yards's housing program;
- 2) The frequency with which LEP persons come into contact with the program;
- 3) The nature and importance of the program, activity, or service provided by the program to people's lives; and
- 4) The resources available to The Conway at Huxley Yards's and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens at The Conway at Huxley Yards.

The Conway at Huxley Yards will utilize a language line for telephone interpreter services. When exercising the option to conduct remote briefings or hearings, however, The Conway at Huxley Yards will coordinate with a remote interpretation service, which, when available, uses video conferencing technology rather than voice-only interpretation.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by The Conway at Huxley Yards. The Conway at Huxley Yards, at its discretion, may choose to use the language services even when LEP persons desire to use an interpreter of their choosing. The interpreter may be a family member or friend. If the interpreter chosen by the family is a minor, The Conway at Huxley Yards will not rely on the minor to serve as the interpreter.

The Conway at Huxley Yards will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits. Where feasible and possible, The Conway at Huxley Yards will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, will standardize documents, and encourage the use of qualified community volunteers.

The Conway at Huxley Yards will take the following steps when approaching the replacement of written text from one language into an equivalent written text in another language:

- Provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or
- If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, The Conway at Huxley Yards may not translate vital written materials, but will provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

If it is determined that The Conway at Huxley Yards serves very few LEP persons, and The Conway at Huxley Yards has very limited resources, The Conway at Huxley Yards will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.

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

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

	Yes	No	
REQUIRED FOR FUNDING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Inability to meet a minimum income requirement if the applicant can demonstrate the ability to comply with the rent obligation based on a rental history of paying at an equivalent rent to income ratio for 24 months
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lack of housing history
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Membership in a class protected by Dane County fair housing ordinances and non-discrimination ordinances in the municipality where the project is located.
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wisconsin Circuit Court Access records
	<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"/>	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"/>	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"/>	Any eviction filing if meets any of the following: (1) eviction filing was dismissed or resulted in a judgement in favor of the applicant; (2) eviction filing which was settled with no judgement or write of recovery issued (e.g. stipulated dismissal); or (3) eviction filing that resulted in judgement for the landlord more than two years before the applicants submits the application.
	<input checked="" type="checkbox"/>	<input 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.)

- P. **DENIAL PROCESS:** Will the project incorporate the denial process detailed below? This is required for funding.

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

1.	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
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	applies to public housing agencies administering the section 8 rent assistance program.
2.	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.
3.	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.
4.	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.
5.	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.
6.	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.
7.	The in-person appeal meeting shall be scheduled within ten working days of the request, unless the applicant requests a later date.
8.	A written decision on the application shall be provided to the applicant within ten working days after the in-person appeal meeting.

Q. **TENANCY ADDENDUM:** Affirm the project will include the following provisions within all tenant leases or as an addendum to all tenant leases? This is required to be eligible for project funding.

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

a.	Security Deposits. The amount of a security deposit shall not be more than one month's rent.
b.	Late Fees and Other Fees. Late fees must be set forth in the rental agreement. Late fees shall not exceed 5% of the tenant's portion of the monthly rent. Other penalty fees are prohibited. All other fees must be directly related to the cost for a specific amenity or service provided to the tenant and comply with all applicable laws.
c.	Rights of Youth to Access Common Spaces. Youth under the age of 18 are allow to use and enjoy common areas without supervision. This does not preclude reasonable rules in ensure the safety of children and youth.
d.	Good Cause for Termination. A tenancy may not be terminated during or at the end of the lease unless there is good cause. Good cause is defined in include the following: (i) a serious violation of the lease; (ii) repeated minor violations of the lease; or (iii) a refusal to re-certify program eligibility. Repeated means a pattern of minor violations, not isolated incidents. Termination notices and procedures shall comply with Chapter 704 of Wisconsin Statutes and federal law, when applicable. Written notice is required for non-renewal and shall include the specific grounds for non-renewal and the right of the tenant to request a meeting to discuss the non-renewal with the landlord or landlord's property management agent within fourteen (14) days of the notice. If requested, the landlord or property management agent will meet with the tenant to discuss the non-renewal, allow the tenant to respond to the alleged grounds for non-renewal, and pursue a mutually acceptable resolution.
e.	<p>Reasonable Guest Rules. Tenants have the right to have guests. In the event the property management establishes rules related to guests, they must be reasonable. Unreasonable rules include, but are not limited to the following: (1) Prior authorization of guests by the property management, unless the guest is staying for an extended period of time (e.g. more than 2 weeks); (2) Prohibition on overnight guests; (3) Requiring that the resident be with the guest at all times on the property. (4) Requiring guests to show ID unless requested by the tenant. (5) Subjecting caregivers, whether caring for a child or children, or an adult with disabilities, to limitations on the number of days for guests.</p> <p>Landlord may ban a person who is not a tenant from the rental premises if the person has committed violent criminal activity or drug related criminal activity at rental premises. No person shall be banned from the rental premises without the consent of the tenant unless the following have taken place:</p> <p>(1) A notice of the ban is issued to the tenant stating the:</p> <ul style="list-style-type: none"> (a) name of the person banned, (b) grounds for the ban including, (i) the specific facts detailing the activity resulting in the ban; (ii) the source of the information relied upon in making the ban decision; and (iii) a copy of any criminal record reviewed when making the ban decision; and (c) the right of the tenant to have a meeting to dispute the proposed ban, discuss alternatives to the ban, and address any unintended consequences of the proposed ban. <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>

	Nothing in this policy limits a person's right to pursue a civil order for protection against another individual.
f.	Parking Policies. Parking policies and practices must comply with applicable laws. Vehicles shall not be towed to a location that is more than 6 miles from the rental premises, unless there is not a towing company with a tow location available within 6 miles.

R. TENANT ACCESS TO PROPERTY MANAGEMENT: Describe access to property management staff on site (e.g. include anticipated office hours of property management, if staff will live on-site.)

The property management team plans to provide regularly scheduled hours where staff will be on-site between 8am to 5pm. Additionally the property management team will also schedule after hours and weekend hours as needed. We do not anticipate staff living on site.

S. 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. To be eligible for funding, projects must be willing to target 10% of the total project units for referrals from Homeless Services Consortium agencies.

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. In addition, LSS operates one rapid rehousing program within the City of Madison, as well as additional rapid rehousing programming throughout Wisconsin and Upper Michigan. LSS provides wrap around Service Coordination at other sites in the Madison and Dane County area and are familiar with the supports in the community to serve older adults, individuals and families experiencing homelessness and individuals with disabilities.

In an effort to continue to reduce or eliminate Veteran homelessness, LSS will partner with Lincoln Avenue Capital to place homeless individuals into the 5 set aside 1 bedroom units. The process to accomplish this would be as follows:

- LSS will work with the property management team to conduct outreach through the local CoC and identify individuals off the Coordinated Entry list for the identified population.
- LSS Service Coordinator will assist applicant in completing all necessary documents needed for application packet.
- LSS will maintain communication with applicant and Property Management on application status.
- LSS will provide continued supportive services to ensure success of the applicant.

In addition to the services outlined above, LSS will assist property management in outreach efforts with community partners to raise awareness of this unique opportunity for individuals and families to live in high-quality supportive affordable housing. LSS will also work with the management company to market the low-income units to families in need

Total # of Project Units	# of Units Targeted to Individuals/Families experiencing homelessness	% of Units Targeted to Individuals/Families experiencing homelessness
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50	5	10%
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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).

The property management team, developer and supportive services provider (LSS) will work closely with the Coordinated Entry Systems Manager to identify individuals and families that qualify based on the criteria included in the Tenant Selection Plan for the five (5) units held for those on the by-name list. As LSS is an HSC service provider they will be well positioned to help coordinate this outreach and maintain a housing first model when providing referral information and unit availability at the property. Any available unit will be held vacant for 30 Days to allow adequate time for referrals from the by-name list. After the 30-day period the units may be leased to other qualifying applicants, with an emphasis on working with other agencies within the HSC to solicit additional referrals. Tenants referred from the HSC will go through a screening process consistent with the Tenant Selection Plan.

LSS will support the applicant through the application process. A Madison based service coordinator will be made available to maintain contact and communication with HSC referral applicants to ensure support in completing the application and with gathering required application documents. During the project's lease up phase, LSS will maintain communication with property management through phone, email and reoccurring meetings, to maintain awareness of the project's availability and application approvals. The service coordinator will assist applicant to coordinate transportation services to and from the leasing office, and other required community agencies to assist with completion of application and gathering required documents if needed by the applicant. Upon lease up, onsite office hours once per week will be maintained by the LSS service coordinator for supportive services and leasing assistance or by appointment outside of office hours.

T. 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? This is required to be eligible for project funding.

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

Project will not deny applicants for units targeted for individuals/families experiencing homelessness based on the following:
<ul style="list-style-type: none"> • Inability to meet a minimum income requirement if the applicant can demonstrate the ability to comply with the rent obligation based on a rental history of paying at an equivalent rent to income ratio for 24 months • Lack of housing history • Membership in a class protected by Dane County fair housing ordinances and non-discrimination ordinances in the municipality where the project is located. • Credit score • Information on credit report that is disputed, in repayment, or unrelated to a past housing or utility (gas, electric, and water only) obligations.

<ul style="list-style-type: none"> Inability to meet financial obligations other than housing and utilities necessary for housing (gas, electric, water).
<ul style="list-style-type: none"> 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.
<ul style="list-style-type: none"> 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.
<ul style="list-style-type: none"> Wisconsin Circuit Court Access records;
<ul style="list-style-type: none"> 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.)

SUPPORTIVE SERVICES:

- U. **SUPPORTIVE SERVICES SUMMARY:** Please provide a summary of supportive services below. Subsequent questions will ask for more detailed information:

Supportive Services Partner:	Lutheran Social Services		
Total annual budget for supportive services at project:	\$19,306.23		
Amount of annual funding project and/or developer will provide directly to supportive services at project:	\$60,000 supportive services reserve funded at conversion & future service payments from cashflow		
Full-Time Equivalent position(s) dedicated to providing services at project:	0.2		
Number of estimated weekly on-site hours of supportive services provided by identified partner:			8 hrs/week
Project will provide on-site services in a dedicated space:	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No

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

LSS has developed a keen understanding of the importance of partnering safe, affordable housing with the provision of supportive services as a means to positively impact social determinants of health. This understanding makes LSS uniquely poised to assist in the creation of positive physical and social environments. The agency's experience as a non-profit development partner and housing owner and manager coupled with a wide array of available agency programs creates a continuum of care that can be offered with services including programming for at-risk infants and toddlers, family preservation services, substance use treatment and mental health services, skill building initiatives, services for refugees, programming for persons with disabilities and older adults, programming for persons with law enforcement involvement, and programs designed to address trauma are all part of the continuum of care that LSS is able to provide.

From a Housing perspective LSS has been working with persons with disabilities, older adults and families for more than 40 years. LSS has developed, owned and managed HUD subsidized housing since the early 1980s and has been involved in tax credit development since 2014. In addition LSS has a 40+ year history of Service Coordination provision in multi-family housing developments. The LSS Service Coordination Program for housing is designed to help residents live comfortably and independently through education about and linkage to supportive services and community supports.

Since the 1980s, LSS has provided HUD Service Coordination services in independent, low income housing facilities. In addition, LSS has supported Low Income Housing Tax Credit Affordable Housing communities through a supportive service model for close to ten years. Populations supported in both models included services to older adults, adults with disabilities, individuals and families at risk or whom have recently experienced homelessness, and veterans in Wisconsin and Upper Michigan. Services to residents through the Service Coordination programs are offered on a voluntary, as needed basis and take a proactive and collaborative approach in assessing resident's needs. The Service Coordinators work to help identify, access and coordinate services for residents that can help them reach their goals and remain a successful tenant.

From a service to those experiencing Homelessness perspective LSS has a 30+ year history in providing these services and has developed a particular expertise in working with youth, individuals, and families who are experiencing episodes of homelessness. Programming includes intake, assessment, intensive case management, assistance in identifying and securing housing, employment and educational assistance, skills development, physical and mental health and substance use treatment referrals, and follow-up and aftercare; these services are designed to assist program participants in maintaining housing. LSS has experience in providing these services in rural, suburban, and urban environments.

W. Complete the table for supportive units proposed:

% of County Median Income (CMI)	# of Bedrooms					
	Total # of Units	# of Studios	# of 1 BRs	# of 2 BRs	# of 3 BRs	# of 4+ BRs
≤30%	10		5	3	2	
40%						
50%						
60%						

X. **PREFERENCES:** Dane County AHDF requires a minimum of 10% of units provide a preference for households experiencing homelessness. Will the project require that these households meet additional preferences? Indicate all anticipated preferences below.

<input checked="" type="checkbox"/>	Persons with disabilities	<input type="checkbox"/>	Veterans
<input checked="" type="checkbox"/>	Household experiencing chronic homelessness	<input type="checkbox"/>	Individuals recovering from physical abuse, domestic violence, dating violence, sexual assault or stalking
<input checked="" type="checkbox"/>	Other: We anticipate some of the veterans units will overlap with the supportive units		

If the project will provide a preference for more than one target population, describe the approach that will be taken to apply preferences to tenant selection.

Preference for the supportive units will be for residents on the coordinated entry list with a disability. The development will also have a Veterans preference, but that preference is allowed to float and the coordinated entry units will take precedence as outlined further in the Tenant Selection Plan.

- Y. **SCOPE OF SERVICES:** Detail the services that will be provided to tenants and approaches supportive service partner will use to address needs of tenant population. Indicate if services are targeted only to the supportive housing units, or are available to the broader tenant population. Include what strategies the services partner(s) will use to engage tenants to support their housing retention, including if tenants have potential lease violations or housing is in jeopardy.

Supportive Services to residents will be provided by an LSS Service Coordinator on a voluntary, as needed basis and take a proactive and collaborative approach in assessing resident's needs. The designated Service Coordinator will work to help identify, access and coordinate services for residents that can help them identify and support the resident's identified objectives, and support the resident's ongoing success as a tenant at the development. The service coordinator can provide assistance in targeted supportive services categories to meet the needs of individuals referred from homelessness or individuals with a disability to maintain housing.

Lutheran Social Services (LSS) will utilize a wraparound service coordination to provide all residents at with The Conway a single point of entry to accessing community and supportive services. Service coordination will be administered by an on-site coordinator who will work with residents to develop a strength-based, goal-oriented plan of care designed to keep individuals and families in stable housing.

Specific duties of the on-site service coordinator will include:

- Completion of an intake assessments to identify both areas of need and strengths of individuals and families.
- Development of a case management plans for residents completing the intake assessment. Plans will include referral to resources and services that support independence and self-sufficiency.
- Facilitation of on-site programming and supportive services for individuals and families, such as educational presentations and workshops. Topics covered in on-site programming will be based on the identified needs of residents. Examples of topics to be covered include positive parenting, employment, education, and benefits eligibility.

LSS will establish a regular schedule of on or off-site plans to meet with tenants to ensure introduction to, on-going management of, and completion of supportive services programs. Residents will be made aware of the array of services available to them upon move in, or during their new resident orientation. Residents will also be reminded of service opportunities through resident newsletters, calendars, and flyers posted at mailboxes and near entry doors. LSS will establish a regular schedule of on or off-site plans to meet with the tenants to ensure introduction to, on-going management of, and completion of supportive services programs.

The on-site service coordinator will make reasonable effort to engage residents in the above referenced activities. It is understood and agreed that the resident must voluntarily agree to participate.

- Z. **TENANT ACCESS:** Describe how tenants will access services. For example, will services be on-site at development in designated space or by referral to off-site community supports.

Supportive services will be made available without restriction to any tenant that wishes to engage with the LSS provider. Utilizing supportive services is voluntary, and is not a condition of tenancy. Preferences and priority will be made to individuals meeting the targeted population and services will be tailored to support the identified needs of these populations. LSS will have a confidential space within The Conway where residents can access support from the on-site service coordinator. Additionally, services will be available virtually, or over the phone to provide flexibility for the resident.

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:

The on-site service coordinator will work with residents to identify individual areas of need and strengths through an intake assessment. The service coordinator will then proactively develop a case management plan for each participating household. The case management plan will deliver information on supportive services and resources and details how the resident can access said services and resources. The service coordinator can further assist in establishing points of contact and arranging service delivery by arranging for transportation and/or providing on-site services.

- AA. **SERVICES SCHEDULE:** Detail the frequency of services provided and/or a proposed schedule of when on-site services are available to tenants (e.g. Monday – Friday, 8:30-4:30 p.m.):

The on-site coordinator will have consistent office hours which will be advertised in several spots throughout the property.

- BB. **SERVICES COLLABORATION:** How will the supportive services partner identify and collaborate with other community service providers in the target area:

LSS's Service Coordination team maintains a directory of local, county, state, and federal resources available to residents in Dane County. The on-site service coordinator is responsible for surveying the needs of residents and targeting outreach efforts to community service providers that are best equipped to meet resident needs. Through these outreach efforts, the on-site service coordinator will build a network of community supports that are educated on the specific needs of the property and able to accommodate referrals that are made to their agency or program. The service coordinator will also work with this network to provide on-site services and resources, including educational presentations and/or workshops.

- CC. **SUPPORTIVE SERVICES FUNDING:** Identify sources that will be used to fund supportive services at the development. Describe structure of funding, including annual amounts, and all proposed sources.

<input type="checkbox"/>	Portion of developer fee	<input type="checkbox"/>	Annual Operating Support
<input checked="" type="checkbox"/>	Payments out of available cash flow	<input checked="" type="checkbox"/>	Other : \$60,000 supportive services reserve funded at conversion

Our current development budget also includes a \$60,000 Supportive Service Reserve that is intended to cover the first few years of services needed. As outlined in the MOU LSS is assuming a Year 1 budget of 19,306. For future years we plan to establish a Service Payment Account that

will be funded by project cash flow across our portfolio and are working with the LSS team to look for Service Coordination funding sources to continue to grow the supportive services that our partnership is able to offer. LSS understands that the rent levels for the integrative supportive housing units are at the 30%AMI max rent levels, and plan to supplement some of the challenges of finding residents that are on the coordinated entry list that do not have enough income to meet our resident screening criteria by applying for vouchers to support residents that are under income. We also expect that the voucher residents are also very likely to come with existing supportive service providers through the applicable Managed Care Organizations, which will also help to supplement the services that the LSS team plans to offer on the site.

DD. PERFORMANCE DATA: Provide relevant performance data that provides insight into the supportive service partner’s experience serving the target tenant population(s), 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.

LSS collects data on ongoing basis using its Evolv database. Currently, LSS has 1,698 residents enrolled in service coordination across 161 apartment communities. In the past 12 months, LSS has provided 54,031 units of direct service to 3,172 individual residents. Residents enrolled in service coordination maintain their residency at the participating property for an average of 5.1 years.

EE. PROPERTY MANAGEMENT AND SERVICES PARTNER COLLABORATION: Describe how the supportive services partner, property manager, and the respondent will work together to ensure the best outcomes for tenants, such as housing retention (e.g. regular meetings between property management staff and supportive services provider to identify potential issues before they rise to the level of a noticed lease violation). If applicable, provide an example of how this partnership has worked to keep a tenant housed in other developments

LSS will meet with the property management team on a regular basis to proactively identify households at-risk of lease violations. The service coordinator will take action to assist at-risk households in accessing applicable community resources that will support them in maintaining their place of residence. With LSS, Wisconsin Management, and the LAC team partnering on 3 properties that are serving very similar target populations the teams will be meeting on a very regular basis to stay coordinated.

EXPERIENCE AND QUALIFICATIONS

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

The Conway at Huxley Yards is a joint venture between Preservation Housing Partners, Lincoln Avenue Capital (DBA Lincoln Avenue Communities), and Rootstalk Capital.

Preservation Housing Partners

Founded in 2005 Preservation Housing Partners (PHP) is a non-profit developer and owner with a mission to increase the quality and quantity of affordable housing for low and moderate-income families by constructing and rehabilitating properties. PHP was founded on the belief that every family should have a decent, safe, affordable, and comfortable home. PHP has served as a non-profit

owner and developer of LIHTC and Section 8 developments totaling 22 projects (1,267 units) across 8 states, 14 of which are LIHTC developments.

Robert Diedrich, PHP's President, will lead the development of The Conway. Mr. Diedrich is a 30-year veteran of the affordable housing industry and has been responsible for the acquisition, development, and/or financing of over 10,000 units of affordable housing located throughout the United States. Prior to establishing PHP in 2005, he held positions as a real estate attorney specializing in HUD and State Agency financed transactions, an affordable housing consultant, and as a Vice President of Acquisitions for American Community Developers, Inc.

During Mr. Diedrich's extensive affordable housing career, he has been responsible for successful LIHTC applications in several states including Michigan, Ohio, Indiana, Pennsylvania, West Virginia, South Carolina, Wisconsin, and Illinois. Collectively, the transactions he has participated have leveraged numerous financing sources, including tax exempt bonds, Historic Tax Credits, Brownfield Credits, LIHTC exchange funds, HOME funds, AHP Grants, ARPA Funds, real estate tax exemptions and payment in lieu of taxes, and HUD drug elimination grants. Mr. Diedrich has over three decades of affordable housing.

Lincoln Avenue Capital (DBA Lincoln Avenue Communities)

Lincoln Avenue Capital (LAC) is a mission-driven, affordable multifamily housing developer and owner of high-quality, sustainable, and affordable homes. Founded in 2016, Lincoln Avenue now owns and operates a portfolio of 119 apartment communities and 22,323 units spanning a total of 27 states. These communities include 19 new construction and acquisition/rehab LIHTC projects that have successfully received 8609s. LAC is consistently recognized as one of the top affordable housing owners and developers in the United States and, in 2023, ranked #2 on Affordable Housing Finance's list of Top 50 Affordable Housing Developers.

Kevin McDonell, a Vice President and Regional Project Partner, will represent LAC in the development of The Conway. Mr. McDonell brings significant experience to the development team having previously acted as the Vice President of Development for the Great Lakes Region for the Commonwealth Companies on 12 developments in Wisconsin that have received 8609's, as well as another four developments that were in the process of receiving 8609's. During his time at Commonwealth Company's, Mr. McDonell has spearheaded a total of five projects in Indiana that were awarded 9% tax credits. Four of these projects received 8609s under his leadership. Since joining LAC, Kevin has been awarded WHEDA tax credits on seven developments, with the Conway being the only development that hasn't broken ground yet. Having led the development process on just under 2,000 units across the Midwest, Kevin brings significant experience to the development team and has lead development effort on over 800 units spread across six different developments within the City of Madison.

Kyle Brassler serves as a Vice President and Regional Project Partner based out of Minneapolis and is responsible for sourcing, acquiring, and developing affordable housing properties in Michigan, Iowa, Minnesota, and Wisconsin. During his career, Kyle has developed more than 2,500 multifamily units, both affordable and market-rate, totaling over \$500 million in total development costs. Prior to joining LAC, Kyle served as a Developer for multiple Midwest-based development firms. He holds a BBA from the Wisconsin School of Business.

Stacy Kaplowitz is Vice President and Managing Regional Project Partner at LAC, where she helps lead the firm's growing Regional Project Partner Development platform and runs her own deal pipeline in the Mid-Atlantic. She has more than 17 years of professional experience in affordable multifamily development and public-private partnership real estate advisory. Stacy previously worked

at KCG Development, where she established and grew the firm's Mid-Atlantic portfolio. Prior to KCG, she was with Brailsford & Dunlavey, where she developed student housing master plans for clients including Rutgers University and George Mason University. Stacy serves as Vice Chair on the Rockville Housing Enterprises Board in her hometown of Rockville, MD. She holds a B.A. from Indiana University Bloomington and a master's degree from the University of Texas at Austin's LBJ School of Public Affairs.

Russell Condas, LAC's Senior Vice President of Development, will provide project oversight and support. Over the past decade, Mr. Condas has successfully navigated complex transactions including new construction, acquisition and preservation, historic adaptive re-use, and portfolio acquisitions, totaling approximately 8,000 affordable units. Prior to joining Lincoln Avenue Capital in 2020, he was a Development Partner at Dominion, one of the largest affordable housing developers, owners, and operators in the country. He currently serves on the board of Directors for the Housing Equity Partnership Trust, a social purpose driven collection of nonprofit partners committed to the preservation of affordable rental homes for lower- and middle-income residents.

Rootstalk Capital

Rootstalk Capital is acting as co-developer on The Conway. While they haven't received any 8609's from

WHEDA, Hume An - Rootstalk Capital's principal - brings over 17 years of affordable housing development experience and has received many 8609's during that time frame. As an affordable housing developer, Hume brings his many years of experience serving a variety of nonprofit and for-profit organizations to the team's development process

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

Wisconsin Management Company (WMC) will be the Property Manager who will work in partnership with the development team and Lutheran Social Services to bring a collaborative approach to ensure a successful development. Managing a mix of market rate and affordable apartment communities, WMC's current portfolio includes of over a hundred properties across Wisconsin, Illinois and Iowa.

WMC has managed apartment communities across Wisconsin for over 40 years and is a Wisconsin Housing and Economic Development Authority (WHEDA) Certified Management Agent. WMC takes great pride in maintaining their properties to meet the expectations of their residents and state agency partners, while meeting the applicable program requirements. Utilizing Yardi and Rent Café property management software, we have developed systems that keep our on-site property managers organized and efficient, while providing routine training opportunities for our team to continue to grow and provide top notch management services at our properties. WMC is well versed in managing complex tenant selection plans and in serving the high demands that come with a development that provides an integrative supportive housing units. They are currently managing multiple developments in the City of Madison with Tenant Selection Plans that are consistent with the plan for our proposed development and they understand the County requirements well.

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

N/A

PROJECT FINANCING

HH. **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
First Mortgage	\$5,880,000	Land	\$870,975
GP Capital Contribution	\$100	Construction Hard Costs	\$15,756,679
LIHTC Equity	\$12,038,796	Project Soft Costs	\$1,537,616
Dane County Affordable Housing Development Fund	\$1,400,000	Tax Credit Fees	\$231,350
Solar Credit Equity	\$352,806	Equity Bridge Loan Costs & Reserve	\$806,674
City of Madison AHF	\$1,680,000	Construction Loan Costs & Reserve	\$841,170
Deferred Developer Fee	\$497,389	Permanent Loan Costs	\$157,300
		Closing Costs	\$94,700
		Escrows & Reserves	\$499,627
		Developer Fee	\$1,050,000
TOTAL	\$21,849,091	TOTAL	\$21,849,091

II. Which of the identified sources have been secured?

The only source that has not been secured at this point is the City of Madison Affordable Housing Funds that are anticipated to be awarded by the end of November 2024

JJ. 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 development received an award of 9% tax credits in April of 2024.

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

AHDF Funds are needed to fill the gap in funding sources based on the development's commitment to provide 30%, 50%, 60%, and market rate units. Without the County's commitment of AHDF

Funds the development would not be able to provide the level of deep income targeting that the makes the development truly affordable to low income residents in the County.

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

OPERATING BUDGET

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

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

Section LL
Excel
Operating
Budget

Operating Budget

Year	1	2	3	4	5	6	7	8	9	10
INCOME										
Gross Potential Rent	\$ 792,506	\$ 808,356	\$ 824,523	\$ 841,014	\$ 857,834	\$ 874,991	\$ 892,490	\$ 910,340	\$ 928,547	\$ 947,118
7% Vacancy	\$ 55,475	\$ 56,585	\$ 57,717	\$ 58,871	\$ 60,048	\$ 61,249	\$ 62,474	\$ 63,724	\$ 64,998	\$ 66,298
Other Income	\$ 78,072	\$ 79,633	\$ 81,226	\$ 82,851	\$ 84,508	\$ 86,198	\$ 87,922	\$ 89,680	\$ 91,474	\$ 93,303
Total Income	\$ 815,103	\$ 831,405	\$ 848,033	\$ 864,993	\$ 882,293	\$ 899,939	\$ 917,938	\$ 936,297	\$ 955,023	\$ 974,123
OPERATING EXPENSES										
Marketing	\$ 7,750	\$ 7,983	\$ 8,222	\$ 8,469	\$ 8,723	\$ 8,984	\$ 9,254	\$ 9,532	\$ 9,817	\$ 10,112
Payroll	\$ 60,000	\$ 61,800	\$ 63,654	\$ 65,564	\$ 67,531	\$ 69,556	\$ 71,643	\$ 73,792	\$ 76,006	\$ 78,286
Other Administrative Costs	\$ 11,050	\$ 11,382	\$ 11,723	\$ 12,075	\$ 12,437	\$ 12,810	\$ 13,194	\$ 13,590	\$ 13,998	\$ 14,418
Management Fees	\$ 24,595	\$ 25,333	\$ 26,093	\$ 26,876	\$ 27,682	\$ 28,512	\$ 29,368	\$ 30,249	\$ 31,156	\$ 32,091
Utilities	\$ 24,150	\$ 24,875	\$ 25,621	\$ 26,389	\$ 27,181	\$ 27,996	\$ 28,836	\$ 29,701	\$ 30,592	\$ 31,510
Security- In Maintenance										
Maintenance Expense	\$ 53,150	\$ 54,745	\$ 56,387	\$ 58,078	\$ 59,821	\$ 61,615	\$ 63,464	\$ 65,368	\$ 67,329	\$ 69,349
Property Taxes	\$ 87,999	\$ 90,639	\$ 93,358	\$ 96,159	\$ 99,044	\$ 102,015	\$ 105,075	\$ 108,228	\$ 111,475	\$ 114,819
Insurance	\$ 30,000	\$ 30,900	\$ 31,827	\$ 32,782	\$ 33,765	\$ 34,778	\$ 35,822	\$ 36,896	\$ 38,003	\$ 39,143
Reserves for Replacment	\$ 15,000	\$ 15,450	\$ 15,914	\$ 16,391	\$ 16,883	\$ 17,389	\$ 17,911	\$ 18,448	\$ 19,002	\$ 19,572
Total Operating Expenses	\$ 313,694	\$ 323,105	\$ 332,798	\$ 342,782	\$ 353,065	\$ 363,657	\$ 374,567	\$ 385,804	\$ 397,378	\$ 409,300
Net Operating Income	\$ 501,409	\$ 508,300	\$ 515,235	\$ 522,211	\$ 529,228	\$ 536,282	\$ 543,371	\$ 550,493	\$ 557,644	\$ 564,824
Debt Service	\$ 436,382	\$ 436,382	\$ 436,382	\$ 436,382	\$ 436,382	\$ 436,382	\$ 436,382	\$ 436,382	\$ 436,382	\$ 436,382
Asset Management	\$ 6,000	\$ 6,180	\$ 6,365	\$ 6,556	\$ 6,753	\$ 6,956	\$ 7,164	\$ 7,379	\$ 7,601	\$ 7,829
Cash Flow	\$ 59,027	\$ 65,738	\$ 72,487	\$ 79,273	\$ 86,093	\$ 92,944	\$ 99,825	\$ 106,731	\$ 113,662	\$ 120,613
DCR	1.15	1.16	1.18	1.20	1.21	1.23	1.25	1.26	1.28	1.29

Year	11	12	13	14	15	16	17	18	19	20
INCOME										
Gross Potential Rent	\$ 966,060	\$ 985,382	\$ 1,005,089	\$ 1,025,191	\$ 1,045,695	\$ 1,066,609	\$ 1,087,941	\$ 1,109,700	\$ 1,131,894	\$ 1,154,532
Vacancy	\$ 67,624	\$ 68,977	\$ 70,356	\$ 71,763	\$ 73,199	\$ 74,663	\$ 76,156	\$ 77,679	\$ 79,233	\$ 80,817
Other Income	\$ 95,169	\$ 97,073	\$ 99,014	\$ 100,994	\$ 103,014	\$ 105,075	\$ 107,176	\$ 109,320	\$ 111,506	\$ 113,736
Total Income	\$ 993,605	\$ 1,013,478	\$ 1,033,747	\$ 1,054,422	\$ 1,075,511	\$ 1,097,021	\$ 1,118,961	\$ 1,141,340	\$ 1,164,167	\$ 1,187,451
OPERATING EXPENSES										
Marketing	\$ 10,415	\$ 10,728	\$ 11,050	\$ 11,381	\$ 11,723	\$ 12,074	\$ 12,436	\$ 12,810	\$ 13,194	\$ 13,590
Payroll	\$ 80,635	\$ 83,054	\$ 85,546	\$ 88,112	\$ 90,755	\$ 93,478	\$ 96,282	\$ 99,171	\$ 102,146	\$ 105,210
Other Administrative Costs	\$ 14,850	\$ 15,296	\$ 15,755	\$ 16,227	\$ 16,714	\$ 17,216	\$ 17,732	\$ 18,264	\$ 18,812	\$ 19,376
Management Fees	\$ 33,054	\$ 34,045	\$ 35,067	\$ 36,119	\$ 37,202	\$ 38,318	\$ 39,468	\$ 40,652	\$ 41,871	\$ 43,127
Utilities	\$ 32,456	\$ 33,429	\$ 34,432	\$ 35,465	\$ 36,529	\$ 37,625	\$ 38,754	\$ 39,916	\$ 41,114	\$ 42,347
Security- In Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Expense	\$ 71,429	\$ 73,572	\$ 75,779	\$ 78,053	\$ 80,394	\$ 82,806	\$ 85,290	\$ 87,849	\$ 90,484	\$ 93,199
Property Taxes	\$ 118,263	\$ 121,811	\$ 125,466	\$ 129,229	\$ 133,106	\$ 137,100	\$ 141,213	\$ 145,449	\$ 149,812	\$ 154,307
Insurance	\$ 40,317	\$ 41,527	\$ 42,773	\$ 44,056	\$ 45,378	\$ 46,739	\$ 48,141	\$ 49,585	\$ 51,073	\$ 52,605
Reserves for Replacment	\$ 20,159	\$ 20,764	\$ 21,386	\$ 22,028	\$ 22,689	\$ 23,370	\$ 24,071	\$ 24,793	\$ 25,536	\$ 26,303
Total Operating Expenses	\$ 421,579	\$ 434,226	\$ 447,253	\$ 460,670	\$ 474,490	\$ 488,725	\$ 503,387	\$ 518,488	\$ 534,043	\$ 550,064
Net Operating Income	\$ 572,027	\$ 579,252	\$ 586,495	\$ 593,752	\$ 601,020	\$ 608,296	\$ 615,574	\$ 622,852	\$ 630,124	\$ 637,386
Debt Service	\$ 436,382	\$ 436,382	\$ 436,382	\$ 436,382	\$ 436,382	\$ 436,382	\$ 436,382	\$ 436,382	\$ 436,382	\$ 436,382
Asset Management	\$ 8,063	\$ 8,305	\$ 8,555	\$ 8,811	\$ 9,076	\$ 9,348	\$ 9,628	\$ 9,917	\$ 10,215	\$ 10,521
Cash Flow	\$ 127,581	\$ 134,564	\$ 141,558	\$ 148,559	\$ 155,563	\$ 162,566	\$ 169,564	\$ 176,553	\$ 183,528	\$ 190,483
DCR	1.31	1.33	1.34	1.36	1.38	1.39	1.41	1.43	1.44	1.46

**Financial
Capacity &
Experience
Certification**



August 2, 2024

Dane County Department of Human Services
Division of Housing Access & Affordability
Attention: Ms. Jenna Wuthrich
1202 Northport Drive
Madison, WI 53704

RE: The Conway at Huxley Yards- Financial Capacity & Experience Certification

Dear Ms. Wuthrich,

As part the development team with Lincoln Avenue Capital and Affiliates' (LAC) Conway at Huxley Yards application for \$1,400,000 in Dane County Affordable Housing Development Funds (AHDF) I'm writing to certify our development team's financial strength and the applicant's ability to repay the AHDF, if not completed in a manner that is consistent with the requirements. LAC as the primary guarantor has a total portfolio of over 20,000 affordable housing units across the country and one of the strongest balance sheets of any affordable housing developer in the country.

Across our portfolio the project specific capital stacks include Federal Low Income Housing Tax Credits, Tax-Exempt Bonds, Agency Debt, Bank Debt, and other soft funding sources, such as local or statewide HOME Funds. Additionally, our development team has displayed the ability to deliver our developments on schedule and as proposed. LAC continues to build upon our strong financials with our most recent set of consolidated financials dated March 31st, 2024, showing net assets of \$85.7M, assets of \$155.5M, and liabilities of \$69.7M.

Please let us know if we can provide a copy of our consolidated financial statements for your review. If there are any questions or you need any additional information, please do not hesitate to reach me at (608) 999-4450.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin McDonell".

Kevin McDonell
Regional Project Partner & VP of Development



2. Tenant Selection Plan

INFORMATION TO APPLICANTS FOR AFFORDABLE RENTAL HOUSING
(TENANT SELECTION PLAN)

General Information:

The purpose of the Tenant Selection Plan is to specify The Conway at Huxley Yards policies and procedures for tenant selection and to ensure that tenants are selected for all program requirements and all applicable civil rights and Fair Housing laws.

The The Conway at Huxley Yards is managed by Wisconsin Management Company (WMC). WMC will review this Tenant Selection Plan at least annually to ensure that it continues to reflect current operating practices, program priorities, and all program requirements. A copy of this plan will be made available to the public upon request.

An applicant is a person or family that has completed a written application for housing assistance on the form provided by management. All applications are placed on an applicant waiting list. Qualified applicants are those who have been judged to meet all program requirements. The breakdown listed below is the property's occupancy standards, and screening criteria through a formal process of obtaining and verifying information on the applicant.

This property falls under the following subsidy program: CONFIRM at CLOSING. The Tenant Selection Plan will provide a preference for the below checked populations: Everything that applies will be checked:

- Chronically Homeless
- Veterans experiencing homelessness.
- Very Low-Income Families and/or families experiencing homelessness.
- Individuals with disabilities
- Individuals who are elderly.
- Persons with arrest and conviction records

This property is subject to a utility allowance Yes No

Amending the Tenant Selection Plan:

Wisconsin Management Company will review and update this tenant selection plan as needed to reflect changes in regulations, WMC (The Conway at Huxley Yards) operations, or when needed to ensure staff consistency in operations. Wisconsin Management Company (WMC) & The Conway at Huxley Yards will seek HUD approval on the tenant selection plan when required to do so.

This tenant selection plan will be made available for public viewing on The Conway at Huxley Yards's website, Wisconsin Management Company home office and at The Conway at Huxley Yards business/leasing office during regular hours of operation. When an applicant or resident family requests a printed copy of The Conway at Huxley Yards's tenant selection plan, the site will provide copies to them at a charge equal to the current rate published under local general ordinance, MGO 3.70.

General Occupancy Standards

The purpose of an Occupancy Standard is to balance avoiding overcrowding, with the need of using the best use of available space, to prevent unnecessary government subsidy.

To determine the proper unit size and eligibility for available subsidy programs, the following requirements will be observed.

<u>Bedroom Size</u>	<u>Minimum Family Size</u>	<u>WMC Recommended Maximum Family Size</u>	<u>Exception Limits Maximum Family Size</u>
0	1	1	1
1	1	2	3
2	2	4	5
3	3	6	7
4	4	8	9

This property consists of:

- One-bedroom units
- Two-bedroom units
- Three- bedroom units
- Four- bedroom units

WMC has determined a minimum and maximum number of individuals per bedroom as shown above. This is in accordance with the HUD Handbook 4350.3 regulations under "General Occupancy Standards". In general, 2 people per bedroom.

- A. Owners may approve a unit that is smaller than the occupancy standards listed above if the family requests one if the following applies:
1. The family is eligible for the smaller unit based on the number of family members and by doing so it will not cause serious overcrowding; or
 2. The family requests a smaller unit because the family would otherwise be rejected if no units of the appropriate size are available or exist within the development.
- B. Owners may approve a larger unit if:
1. The family needs a larger unit as a reasonable accommodation for a family member who is a person with a disability; or
 2. There is no eligible family in need of the larger unit who would be available to move-in to the unit within 60 days and the property has the correct unit size for the family but one is not currently available. The family agrees in writing to move at its own expense when a proper size unit becomes available.

Please see Appendices for important information:

- Appendix A Unit mix and income criteria for The Conway at Huxley Yards
- Appendix B for WMC's Equal Access Statement in compliance with Section 504 of the Rehabilitation Act of 1973.
- Appendix C for WMC's Statement of Non-Discrimination under the Fair Housing and Equal Opportunity Act
- Appendix D for information about the EIV system (used for verification of employment and income data)
- Appendix E for Definitions of terms used in the Tenant Selection Plan
- Appendix F for In-House Transfers
- Appendix G Repayment Agreements
- Appendix H for Dog Breeds that Prohibited at The Conway at Huxley Yards
- Appendix I Limited English Proficiency (LEP)
- Appendix J Unit Inspections
- Appendix K – Hardship Exemptions for Health/Medical Care Expenses and Reasonable Attendant Care of Auxiliary Apparatus Expenses.

Application Procedures

Applicants The Conway at Huxley Yards PROPERTY NAME must submit a full application with all required income, asset and disability documentation. Every application must be completed in its entirety (all members of the household shall be listed on the application form) and signed and dated by the head of the household, spouse, co-head(s), and all household members 18 years and older. Applications that are incomplete and/or have not been signed and dated as required will not be processed.

WMC staff will assist any applicant who might have trouble completing the application form. This assistance may take the form of answering questions about the application, helping applicants who may have literacy, vision, or language problems and, in general, making it possible for all interested parties to apply for housing.

WMC will be the final judge of what constitutes adequate and credible documentation. If there is any doubt about the truthfulness or reliability of information received, alternative methods will be pursued until WMC is satisfied that the documentation obtained is the best available.

An applicant's failure to respond to WMC's requests for information may result in withdrawal of an application from further consideration. If failure to respond is due to disability, WMC will make reasonable accommodation.

The following items will be verified by WMC to determine eligibility and suitability for admission to the development:

1. Eligibility Information
2. Property Specific Preferences
3. Annual Income
4. Assets and Asset Income
5. Allowance Information

WMC/The Conway at Huxley Yards will be the final judge of what constitutes adequate and credible documentation. If there is any doubt about the truthfulness or reliability of information received, alternative methods will be pursued until WMC is satisfied that the documentation obtained is the best available.

- Revocation of Consent or refusal to sign the appropriate consent form will result in termination of assistance, or denial of admission. Participant families will be required to sign a new consent form by the next regularly scheduled reexamination or interim reexamination, whichever occurs first.

Income Limits [24CFR 5.653, 880.603(b)]

HUD establishes income limits to ensure that federal rental assistance is provided only to low-income families. The income limits are revised and published annually and are based on HUD estimates of median family income in a particular area or county, with adjustments for family size. The types of low-income families for the developments covered in this tenant selection plan are as follows:

- *Low-income family.* A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.
- *Very low-income family.* A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.
- *Extremely low-income family.* A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area, whichever number is higher [24 CFR 5.603(b)].

Income limits are used for eligibility only at admission. Eligibility is established by comparing a family's annual income with HUD's published income limits. To be income-eligible, a family must be a *low-income* family.

**See Appendix A for Property Specific Income Limits

Interviewing/Applying for an Apartment

During the interview the owner will:

1. Confirm and update all information provided on the application. If the applicant is determined ineligible the owner must comply with proper procedures for rejection.
2. Review program requirements, verification procedures, and penalties for false information. The penalties include eviction, loss of assistance, fines up to \$5,000 and imprisonment up to five years.
3. Obtain family income and composition information needed to certify eligibility. Any changes in family income and composition from the date of application should also be obtained.
4. Review the financial information on the application and specifically ask the applicant whether any member of the household receives the types of income or assets as listed on the verification Progress Report Form. If it seems likely that an applicant is receiving a form of income not reported on the application, ask the applicant about that source of income, and document the applicant's response in the file.
5. Ask the head of household, spouse, co-head(s) and household members age 18 years and over to sign the release of information consents and the signature portion of any verification request used for them.
6. Require the head of household, spouse, co-head(s) and household members age 18 years and over to give a written verification as to whether any family member did/did not dispose of any assets for less than fair market value during the two years preceding the effective date of the verification. Advise the family that HUD will compare the information with Federal, State or local agencies through an audit process.
7. Tell the family that a final decision on eligibility cannot be made until all verifications are complete.
8. Provide the household with Federal and State Data Privacy information.
9. WMC will collect a security deposit on or before move-in. This is a mandatory HUD regulation. This is done to provide the property with some financial protection when a tenant moves out of the unit and fails to fulfill their obligations under the lease. The amount that must be collected is the greater of either 1/2 month's total tenant payment or \$50.

Disabled Applicants

Units accessible to the mobility, visual and/or hearing impaired shall be used by families that need the special features of the unit. Owners may lease these units to families who do not need the special features when no current resident or no one on the waiting list needs such a unit. The family must, however, sign a lease addendum that requires them to transfer to another suitable unit when the need for that special unit arises.

For units accessible to or adaptable for persons with mobility, visual or hearing impairments, households containing at least one person with such impairment will have first priority to that unit (as applicable for a particular unit's features).

Application Screening Criteria

Applications will be accepted and processed in accordance with the Application Screening Criteria. *Information collected through the application screening process will be verified by WMC.*

Collecting and verifying information will assist WMC to make informed, objective, fair, and consistent decisions about which applicants are approved for tenancy. *These criteria will be applied in a non-discriminatory fashion according to all applicable fair housing and civil rights laws.*

- a. Ability to Pay: 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.
- b. Rental History: Applicants shall not be rejected on the basis of:
 - A lack of housing history.
 - Membership in a class protected by Dane County Fair Housing ordinances and non-discrimination ordinances in the municipality where the project is located.
 - 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.
 - Any eviction filing if it meets any of the following:
 - Eviction filing was dismissed or resulted in judgement in favor of the applicant.
 - Eviction filing which was settled with no judgement or write of recovery issued (eg. Stipulated dismissal) or

- Eviction filing that resulted in judgement for the landlord more than 2 years before the applicants submits the application.
- Any misdemeanor offense, unless the offense has substantial relation to the tenancy, and the date of conviction is within two (2) years of the date of application.
- Any offense for which the data of conviction is more than 10 years from the date of application, the maximum lookback.
- Arrests that have not resulted in a conviction, crimes no longer illegal in the State of Wisconsin of the City of Madison, regardless of the time elapsed from the date of conviction.
- Data available through the Wisconsin Circuit Court Access records.
- Convictions which have been vacated or expunged, or for which the applicant received a stay of imposition and sentencing with the terms of the stay.
- Owing money to a prior landlord or negative rent or utility payment history if the 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.
- c. Credit checks will be completed for all applicants 18 years of age or older. Applicants will not be denied due to:
 - i. A lack of a credit history/low credit score.
 - ii. If the information on an applicant's credit report is disputed, in repayment, or unrelated to housing or utility (gas, electric, and water only) obligations.
 - iii. Inability to meet financial obligations other than housing and utilities necessary for housing (gas, electric, water).
- d. Criminal History: Criminal background checks will be processed on all applicants over the age of 18.

Applicants with criminal activity as described below will be denied/rejected:

- Any applicant whose name appears on a sex-offender registry in any State will not be approved for tenancy, regardless of when the offense occurred.
- A criminal felony conviction within the last two (2) years of the date of application for violent criminal activity or drug related criminal activity resulting in a criminal conviction, and
- Violent Criminal Activity that currently requires denial under federal law for the program or federally assisted project.

(Violent criminal activity is defined in 24 C.F.R. § 5.100) and means:

- i. Any criminal activity that has 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.
- ii. Drug-related criminal activity as defined in Wis. Stat s. 704.17(3m)(a)(2).
 - Drug related criminal activity- involving the manufacture or distribution of controlled substance.
 - Does not include:
 - i. 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),
 - ii. 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 care giver.

**Live-in Aides will be checked for criminal backgrounds/sex-offender registry and prior landlord history.

WMC may consider extenuating/mitigating circumstances in evaluating information obtained during the screening process to assist in determining the acceptability of an applicant, especially to take into account circumstances beyond the applicant's control, i.e., medical emergencies or extreme weather conditions.

WMC will keep the following materials on file for at least three years: application, initial rejection notice, any applicant replies, owner's final response, and all interview and verified information on which the owner based the rejection.

Prohibited Screening Criteria

1. Physical examinations. Owners may not require physical examinations or medical testing as a condition of admission. Owners may uniformly require all applicants to furnish evidence of ability to meet the obligations of tenancy but may not impose greater burdens on individuals with disabilities. Persons with disabilities may meet the requirements of the lease with the assistance of others such as attendant care providers or live-in attendants.
2. Meals and Other Services. Owners must not require tenants to participate in a meals program or establish other mandatory charges for services.
3. Donations or contributions. Owners must not require a donation, contribution, or membership fee as a condition of admission. Owners may not require any payments not provided in the lease.
4. Pets for Elderly/Disabled Units/Developments. Applicants shall not be rejected solely because the applicant has a pet.

Rejection of Applicants

 The Conway at Huxley Yards has the right to reject applicants who do not meet one or more of the
PROPERTY NAME

Applicant Screening Criteria discussed above. In addition, an applicant may be rejected for any of the following reasons:

- a. Applicant has household characteristics that are not appropriate for the specific type or size of the unit available at the time.
- b. Household exceeds allowable Area Median Gross Income (AMGI) for the property
- c. Purposeful falsification, misrepresentation or withholding of information or submission of inaccurate and/or incomplete information on the application or during the review process.
- d. Net Family assets exceed \$100,000 (adjusted annually for inflation); and/or
- e. The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell the real property (based on laws of the State or locality in which the property is located) that is suitable for occupancy by the family as a residence.
- f. Applicant is determined ineligible according to the HUD Student Eligibility Requirements (Section 327(a) of Title III of Public Law 109-115 (119 Stat.2936) and 24 CFR 5.612).
- g. Applicants are determined ineligible due to LIHTC Student Eligibility Requirements.
- h. Applicant household includes a member who has been evicted from a federally assisted site for drug related criminal activity per the Application Screening Criteria above.
- i. A history of criminal activity as described in the "Application Screening Criteria" above.

Prior to a denial based on a criminal record, WMC shall provide the applicant access to a copy of the criminal record at least five days prior to an in-person appeal meeting (if scheduled) and an opportunity to dispute the accuracy and relevance of the report.

Prior to a denial based on a criminal record, WMC shall provide the applicant the opportunity to exclude the culpable family member(s) as a condition of admission of the remaining family members.

All rejected applicants will be promptly notified in writing. Denial notices shall include the following:

1. The reason for denial with details sufficient for the applicant to prepare a defense, including:
 - The action or inaction forming the basis for the denial,
 - Who participated in the action or inaction,
 - When the action or inaction was committed, and
 - The source(s) of information relied upon for the action or inaction.
2. Notice of the applicant's right to the following:
 - A copy of their application file, which shall include all ~~the~~ upon which the denial decision was based.
 - Copies of the property manager's screening criteria
 - 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.

- To have an advocate present at the in-person appeal meeting and the right to be represented by an attorney or other representative.
- 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.

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.
- The in-person appeal meeting shall be scheduled within ten working days of the request unless the applicant requests a later date.
- A written decision on the application shall be provided to the applicant by WMC within ten working days after the in-person appeal meeting.

Applicants may be denied particular units and placed on a waiting list if the household's characteristics are not appropriate for the size or type of units that are available at that time.

If WMC does not place an applicant on the waiting list or immediately process the applicant for admission, WMC must promptly notify the applicant in writing using the application rejection form letter notifying the applicant that they have 14 days to respond in writing or to request a meeting to discuss the rejection. If the applicant is an individual with disabilities, the applicant may inform WMC of this fact and may request WMC to make reasonable accommodations in the policies or practices to enable the applicant equal opportunity. Any meeting with the applicant or review of the applicant's written response must be conducted by a member of the management agent's staff who did not make the initial decision to reject the applicant.

If the applicant appeals the rejection, the management agent must give the applicant a written final decision within 5 days of the response or meeting.

WMC must keep the following materials on file for at least three years: application, initial rejection notice, any applicant replies, owner's final response, and all interview and verified information on which the owner based the rejection.

The management agent will hold a second interview with any applicant known to have a disability who cannot meet one or more of the tenant screening criteria. The purpose of this interview is to determine whether it is possible to admit the applicant through consideration of mitigating circumstances or by applying reasonable accommodation.

Mitigating circumstances would be facts (that can be verified) that could overcome or outweigh information gathered in the tenant screening process.

Acceptable evidence of mitigating circumstances could include the following: Verification that unacceptable past behavior is either no longer in effect or otherwise controlled. Applicants who claim unacceptable behavior resulting from alcoholism or drug addiction must verify that they are not currently engaging in alcohol abuse or the use of illegal drugs. Current abuse is defined as use within 180 days prior to the date of application for admission.

During the period that the applicant is claiming no current use, the applicant's behavior in the previously unacceptable area must have shown improvement. Unimproved behavior shall be taken to construe that either the applicant's unacceptable behavior was not caused by alcohol or drug abuse, or the applicant is still engaging in alcohol or drug abuse. Lack of improvement in a previously unacceptable area shall result in a rejected application. The management agent shall also have the right to request further information reasonably needed to verify a mitigating circumstance, even if such information is of a medically confidential nature. If the applicant refuses to provide or give access to such further information, the management agent will give no further consideration to the mitigating circumstance. WMC will not use criteria that are unrelated to an applicant's ability to meet essential lease requirements. It is unlawful to make an inquiry to determine whether an applicant, a person intending to reside in the unit after it is rented or made available, or any persons associated with that person, has a disability, or to make inquiry as to the nature or severity of a disability of such a person, unless the inquiry is made to determine eligibility.

Violence Against Women Reauthorization Act of 2013

The Violence Against Women and Justice Department Reauthorization Act of 2013 protects qualified tenants and family members of tenants who are victims of domestic violence, dating violence or stalking (collectively "Domestic Violence") from being evicted or terminated from housing assistance based on acts of such violence against them. These protections include:

- A. The Landlord may not consider incidents of domestic violence, dating violence, sexual assault or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
- B. The Tenant may terminate this Lease without penalty if the City of Madison ("Grantee") determines that the Tenant has met the conditions for an emergency transfer under 24 CFR Part 5.2005(e). This will be evidenced, in part, through the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation (HUD Form 5382) and Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (HUD Form 5383) forms.
- C. The Landlord may bifurcate the Lease, or remove a house member from this Lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual without regard to whether the household member is a signatory to the lease and without evicting, removing, or terminating assistance to a victim of such criminal activity who is also a tenant or lawful occupant. The Landlord and property owner may choose to bifurcate the lease at their discretion. The Landlord's refusal to bifurcate the Lease does not restrict the Tenant's ability to terminate this Lease if the Tenant has met the conditions for an emergency transfer.
- D. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an affiliated individual of the tenant is the victim or threatened victim of that abuse.
- E. The Landlord may request in writing that the victim or an affiliated individual of the tenant certify that the individual is a victim of abuse and that the tenant complete and submit documentation of abuse, using the Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking (HUD Form 5382), or other documentation as noted on the certification form, to receive protection under the VAWA. Failure to provide the documentation within 14 business days of request, or an agreed upon extension date, may result in eviction.
- F. Any information submitted to the Landlord will be kept confidential and will not be disclosed to any other individual or entity except if disclosure is consented to by the victim, is required for an eviction or is otherwise required by law.

Definitions [24 CFR 5.2003]

As used in VAWA:

- The term *actual and imminent threat*, refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.
- The term *affiliated individual* means, with respect to a person:
 - a spouse, parent, brother sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
 - any individual, tenant or lawful occupant living in the household of that individual.
- The term *bifurcate* means, to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

- The term *dating violence* means, violence committed by a person:
 - who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - where the existence of such a relationship shall be determined based on consideration of the following factors
 - The length of the relationship.
 - The type of relationship; and
 - The frequency of interaction between the people involved in the relationship.
- The term *domestic violence* includes, felony or misdemeanor crimes of violence committed by:
 - a current or former spouse or intimate partner of the victim,
 - by a person with whom the victim shares a child in common,
 - by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
 - by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or
 - by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

- The term *sexual assault* means, any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.
- The term *stalking* means, engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - Fear for the person's individual safety or the safety of others; or
 - Suffer substantial emotional distress.

Confidentiality [24 CFR 5.2007(b)]

All information provided to The Conway at Huxley Yards regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence. This means that The Conway at Huxley Yards:

- (1) may not enter the information into any shared database.
- (2) may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work; and
- (3) may not provide the information to any other entity or individual, except to the extent that the disclosure is:
 - a. requested or consented to by the individual in writing.
 - b. required for use in an eviction proceeding; or

Supportive Housing Units

WMC will hold a second interview with any applicant known to have a disability who cannot meet one or more of the tenant screening criteria. The purpose of this interview is to determine whether it is possible to admit the applicant through consideration of mitigating circumstances or by applying reasonable accommodation. Mitigating circumstances are facts that could overcome or outweigh information gathered in the tenant screening process. Such facts must be verified.

Assigning Units Designed for People with Disabilities

- a) Units with design features for people with disabilities: WMC will first offer rental units with special accessibility features to households that include persons with disabilities who require such features. Such determinations will be made WMC based on the information provided by the applicant on his/her application.
- b) Households with a member who needs the accessibility features of a particular unit take priority to occupy accessible units over households with no members who need those specific accessibility features.

Reasonable Accommodation

It is the policy of WMC and The Conway at Huxley Yards PROPERTY NAME to protect the privacy of individuals covered by the Federal Privacy Act of 1974, and to ensure that the protection of such individuals' verification records is maintained by the property.

This information may be released to appropriate federal, state, and local agencies, when relevant, and to civil, criminal or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released unless the individual gives written authorization to do so.

This privacy policy in no way limits WMC's ability to collect such information as it may need to determine eligibility, compute rent or determine an applicant's suitability for tenancy. Consistent with the intent of Section 504 of the Rehabilitation Act of 1973, any information obtained on disability status will be treated in a confidential manner.

It is the policy of WMC and The Conway at Huxley Yards PROPERTY NAME to consider all requests of individuals with a disability for "reasonable accommodation" both in policies and procedures, as well as modification of units or premises that assist in providing an equal opportunity to use and enjoy the programs under which we operate. So that such requests can be processed expeditiously and given prompt consideration. It is the policy of WMC to require that all requests for reasonable accommodation due to a disability be submitted in writing. Employees will assist in the process of putting such requests in writing when requested to do so by a person making a request.

It is the policy of WMC to verify that the household making a request for reasonable accommodation due to a disability includes an individual with disabilities as defined by federal law.

WMC shall not automatically deny admission to a particular group or category of otherwise eligible applicants; e.g.: single head of households with children, elderly pet owners, or families whose head or spouse is a student. Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.

WMC will seek to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all. In accordance with Section 504, WMC will make reasonable physical or procedural changes to permit individuals with disabilities to have full advantage of the housing program. Such accommodations may include changes in the method of administering policies, procedures, or services.

In addition, WMC may perform reasonable structural modifications to housing and non-housing facilities where such modifications would be necessary to afford full access to the housing program for qualified individuals with disabilities.

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

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

Waiting List

The waiting list is based on chronological date and time of application and income level. For out of area, transportation or medical problems, applicants may apply by mail or via the Communities website. Applications may NOT be accepted over the phone.

The Waiting List documents the number of qualified persons and the order in which the applicants will be contacted when a vacancy occurs. ONLY QUALIFIED APPLICANTS will be placed on the Waiting List, so a fully completed application is essential to ensure that applicants meet preliminary eligibility criteria. Upon completion of the preliminary eligibility determination, the applicant will be informed of their placement on the waiting list.

Administration of the Waiting List

It is the policy of WMC to administer its Waiting List as required by the HUD Handbook 4350.3.

The Waiting List reflects the number of qualified persons applying for assisted housing and the order in which the applicants will be contacted. ONLY QUALIFIED APPLICANTS will be placed on the Waiting List. A qualified applicant is one who meets the preliminary eligibility criteria. A fully completed application is essential in order to make this determination. This preliminary criterion includes but is not limited to; passing WMC's credit checklist, passing the criminal activity checklist (if applicable at this property as not all properties do this prior to placement on the waiting list), meeting any applicable age requirements, appearing to qualify under the appropriate income limits, and meeting the occupancy standards outlined in this Tenant Selection Plan. Upon completion of the preliminary eligibility determination, the applicant will be informed of their placement on the waiting list by the waiting list acceptance form letter. Applicants who are not eligible must be rejected.

All rejections must be completed using the application for housing rejection form letter.

The following rules apply for maintaining the waiting list and placing qualified applicants on the list:

1. Each assisted property must maintain a separate waiting list. These will be broken down by unit size. If an applicant wishes to be placed on more than one list, it will depend on the current household size and whether or not they meet the occupancy standards as are determined in this resident selection plan.
2. It is WMC's policy at the present time not to close our Waiting Lists.
3. Applicants who are eligible for an accessible unit must be indicated on the designated area of the waiting list. In addition, if they require certain features, they may be noted in the comment area, (i.e. a roll-in shower or hearing-impaired strobe lights). If a typical unit becomes available and a disabled applicant's name comes up, the applicant must be given the opportunity to decide for themselves whether a unit meets the needs of their household. They may decide to accept a typical unit, especially if the property doesn't have a large number of accessible units. They may request to modify the unit as a reasonable accommodation. If the applicant has to turn down a typical unit because they cannot adapt it to what they need to accommodate their disability, this will not be considered a turn down. Therefore, they will not be penalized and moved to the bottom of the list for this reason. Households who have a member who needs the accessibility feature(s) of the unit, will take priority in occupying accessible units over households with no disabled members.
4. If the property has any local or elderly preferences, these will be noted on the designated area of the waiting list.
5. The date and time of receipt of the application will be noted on the waiting list in the designated area.
6. The position date is the order in which the applicant will be contacted. This date may or may not change from their original application date depending on the applicant's status. One example of this would be if the household composition changed, and they needed to be put on a larger size unit's waiting list. Their position date would stay the same, and they would be slotted into the appropriate size units list. If the property did not have any larger appropriately sized units, the application would need to be removed from the waiting list.
7. Currently, all 811 PRA properties must follow the preference of income targeting. This means that properties must lease not less than 40% of their vacant units each fiscal year to (ELI) extremely low-income households.
8. Whenever any change is made to the waiting list, or any activity specific to an applicant occurs, a notation must be made on the waiting list in the comment section. All comments will detail any contacts, status changes, etc.

Updating the Waiting List

The waiting list will be updated at least once each calendar year. The waiting list may be updated more often depending on the needs of the property as determined by the Property Manager.

The update process is used to ensure that the information on all interested applicants is still current. It is also used to delete applicants that may have moved on or who are no longer interested. All applicants for a property are mailed a copy of the waiting list update letter on the same day. The applicants have two weeks (14 calendar days) from the mailing date to return the waiting list update form.

It must either be in the office or be postmarked by the specified date. The specified date is the date 2 weeks from the mailing date.

If the applicant does not return the letter by the specified date, or responds after the specified date, they are sent a waiting list status letter. This informs the applicant that they have been removed from the waiting list and may re-apply by completing a new application. The time and date of removal are noted on the waiting list. The application is then placed alphabetically in the "Waiting List - No Longer Interested" and "Rejected" Application file drawer. This will ensure that the applications are easily accessible if requested for any follow-up or appeals.

If the waiting list update letter is returned by the postal service for reasons such as death, no forwarding address, etc., both the envelope and the letter are kept and stapled to the front of the application and placed in the "Waiting List - No Longer Interested" or "Rejected Application file drawer.

Removing Applicants from the Waiting List

Applicants will be removed from the waiting list for the following reasons:

- Applicant fails to update with the manager on an annual basis to a minimum.
- Applicant fails to come in for a scheduled interview and/or fails to respond to management follow-up letter.
- The applicant does not meet the eligibility requirements for the property or program.
- Applicant is offered and rejects two units at the property.
- Applicant offers the manager a bribe in order to accelerate his/her place on the waiting list.
- The unit size that is needed changes from original request, and there is no appropriate size unit at the property.
- The applicant is offered and accepts a unit and then subsequently declines the unit.
- Applicant refuses to go through the process of being pre-approved for occupancy.
- Date and time of removal will be documented.

*Acceptable medical reasons must be for an acute condition that prevents a household from accepting a unit offered. Any medical condition preventing occupancy, which lasts for more than three months will not be considered an acute condition and cannot be accepted. It is our policy not to accept medical excuses twice in a row unless you are contacted for move-in on two separate occasions within a three-month period.

Reinstating Applicants to the Waiting List

Applicants will be reinstated on the waiting list for the following reasons:

- If an applicant is removed from the waiting list and it is subsequently determined that an error was made in removing the applicant.
- If an applicant failed to respond to information or updates because of a disability which can be verified by a third-party source.
- If a documented medical reason for not being able to update your place on the waiting list at the twelve-month deadline is provided;
- If a documented medical reason for rejecting the first or second offered rental unit is provided.

In the above cases, applicants will be reinstated at their original place on the waiting list.

Other Qualifications for Admission

All applicants for the developments covered in this tenant selection plan must be 18 years of age or older or an emancipated minor under a state law.

Student Eligibility [24 CFR 5.612}

WMC must determine a student's eligibility for housing assistance at move-in, annual recertification, initial certification (when an in-place tenant begins receiving housing assistance), and at the time of an interim recertification if one of the family composition changes reported is that a household member is enrolled as a student. Housing assistance shall not be provided to any individual who:

- Is enrolled either as a part-time or full-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential.
- Is under the age of 24
- Is not married.
- Is not a veteran or the United States Military
- Does not have a dependent child.
- Is not a person with disabilities, such as term is defined in 3(b)(3)(E) of the United States Housing Act of 1937 (42 U.S.C.1437a(b)(3)(E)) and was not receiving housing assistance as of November 30, 2005. (*See definition of Person with Disabilities*)
- Is not living with his or her parents who are receiving housing assistance, and
- Is not individually eligible to receive housing assistance **and** has parents (the parents individually or jointly) who are not income eligible to receive housing assistance.

For a student to be eligible independent of his or her parents (where the income of the parents is not relevant), the student must demonstrate the absence of, or his or her independence from, parents. While WMC may use additional criteria for determining the student's independence from parents, WMC must use, and the student must meet, at a minimum **all** of the following criteria to be eligible for housing assistance. The student must:

- Be of legal contract age under state law
- Have established a household separate from parents or legal guardians for at least one year prior to application for occupancy, **or**, meet the U.S. Department of Education's definition of an independent student defined as:
 - The individual is 24 years of age or older by December 31 of the award year;
 - The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care or a ward of the court at any time when the individual was 13 years of age or older;
 - The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's state of legal residence.
 - Or, is classified as a Vulnerable Youth. A student meets HUD's definition of vulnerable youth when:
 - The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in Section 725 of the McKinney-Vento Homeless Assistance Act), or as unaccompanied, at risk of homelessness and self-supporting, by
 - A local educational agency homeless liaison, designated pursuant to the McKinney-Vento Homeless Assistance Act;
 - The director of a program funded under the Runaway and Homeless Youth Act or designee of the director;
 - The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act or a designee of the director or
 - A financial aid administrator.
 - Or, the individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances or
 - Has parents who are income eligible for the Section 8 program
 - Any financial assistance a student receives under the Higher Education Act of 1965, from private sources, or from an institution of higher education that is in excess of amounts received for tuition and other fees is included in annual income, except:
- Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations; and

- Obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.

Any financial assistance a student receives (1) under the Higher Education Act of 1965, (2) from private sources, or (3) from an institution of higher education that is in excess of amounts received for tuition and any other required fees and charge is included in annual income, except if the student is over the age of 23 with dependent children or if the student is living with his or her parents who are receiving housing assistance.

WMC must verify the amounts of tuition and required fees charged by the school when determining annual income. WMC will verify those amounts using the student's bill or account statement (including an online account statement) as provided by the school's bursar's office, or by contacting the bursar's office directly. WMC will also review any itemized list covering tuition and fees charged by the institution of higher education if available as published on their website.

If an ineligible student is a member of an existing household receiving housing assistance, the assistance for the household will not be prorated but will be terminated. In these cases, WMC will provide proper notice to the tenant of the increase in the tenant's rent and will then increase the tenant's rent to market rent (or contract rent) and, where applicable, make the assistance available to another tenant. The tenant has a right to request, within 10 calendar days from the date of the notice, a meeting with WMC to discuss the proposed termination of assistance.

WMC cannot evict or require an ineligible student to move from a unit as long as the student is in compliance with the terms of the lease.

Pet Policy & Pet Security Deposit

If applicant's household includes a pet, the following rules apply:

- Tenants must pay a pet fee of **\$50** per pet, per month.
- Dog, cat, bird, reptile, fish only.
- Birds, fish, and reptiles must be kept in cages or aquariums.
- The tenant must provide a sanitary indoor litter box for cats.
- Proof of rabies vaccination and pet registration as required by law must be submitted with application.
- Size Limit: No pet may exceed thirty-five (35) pounds in weight.
- Number limit: No tenant household may have more than two pets at any time.
- Breed Restrictions: Some dog breeds are not allowed at The Conway at Huxley Yards. Please see Addendum.

Security Deposits

- WMC will collect a security deposit from all tenants at The Conway at Huxley Yards.
- No "holding fees" or any other payments towards securing housing beyond the allowable maximum credit check/application fees as defined by ATCP 134.05(4) will be required by applicants.
- The security deposit is equal to 1/2 month's total tenant payment or \$50.00 (whichever is greater) and is due with the signed lease/tenant takes legal possession of the premises. The amount of security deposits will not change if the rent amount changes.
- Security deposits will be collected at the time of initial lease execution. Security deposits may be paid on an installment basis if the tenant is unable to pay the full amount at move-in AND inquires if installments are available.
- WMC will deposit all security deposits into a segregated account and maintain a record of the amount in the account attributable to each tenant.

Within 21 days after a tenant moves out, The Conway at Huxley Yards will either:

- Refund the full amount of the original security deposit; or
- Provide the tenant with an itemized list of any unpaid rent, damages to the unit and estimated cost of repairs, and a check for any unused balance.
- In order to receive a full or partial refund of his/her security deposit, the tenant must provide to WMC his or her new mailing address or arrange to pick up the refund.

Annual and Interim Recertification

Annual Recertification: To ensure that assisted tenants pay rents commensurate with their ability to pay, WMC will conduct an annual recertification of family income, assets, allowances, and composition. The resident(s) will receive notice about 120 days in advance of their annual renewal date. The resident(s) must supply all required information requested by WMC. The information is then third-party verified, and a new tenant rent amount is calculated in accordance with all HUD requirements.

- a. The Conway at Huxley Yards will not enforce asset limitations for all families at annual recertification.
- b. The Conway at Huxley Yards will accept a family's self-certification of net family assets equal to or less than \$50,000 (adjusted annually for inflation) and anticipated income earned from assets without taking additional steps to verify accuracy, at recertification.
- c. The Conway at Huxley Yards will fully verify, via third party, family assets every 3 years.

Interim Recertification: All tenants must notify WMC within ten (10) business days if any of the following occurs:

- A family member moves out of the unit.
- The family proposes to move a new family member into the unit.
- The site is only required by HUD to conduct an interim recertification for income increase when the increase is expected to affect the household by 10% or more annually. Management will send third party verification to confirm whether or not the increase meets the 10% threshold.
 - The Conway at Huxley Yards may not consider any increase in earned income of the family when making such estimations.
 - If the family underwent an interim recertification for a reduction in income during the recertification period and that family reports an increase in earned income management will process an interim recertification.
 - The Conway at Huxley Yards will not conduct an interim recertification if the income change is reported income.

Tenants may request an interim recertification if any of the following occurs:

- Any decreases in income including but not limited to, loss of employment, less hours worked, loss of government assistance or any other type of income source.
- Any increase in allowances including but not limited to, increased medical out of pocket expenditures, or higher childcare costs, or
- Any other changes which could affect the calculation of a family's adjusted income, which could include but is not limited to, a family member turning 62 years old, a family member becoming a full-time student, or a family member becoming a person with a disability.

Please note that The Conway at Huxley Yards:

- May decline to conduct an interim recertification of the family income if management estimates that the family's annual adjusted income will not increase by more than 10%.
- Will not enforce asset limitations for all families during interim recertifications.
- The Conway at Huxley Yards has not adopted the retroactive rent decrease policy. Management will make the interim certification effective the first of the month after notification of decrease was reported.
- Residents have 10 days to notify management of the change if an increase was reported timely, 30-day notice of increase will be given if not notified timely no notice will be given. Certification will be effective on the first of the month following when the increase took place.

WMC will inspect each unit on an annual basis at the time of the tenant's lease renewal. Notice of lease renewal and inspection will be provided to tenants as per HUD regulations.

Late Rent Policy

- a. All rent payments are due and payable on the first of each month. If the rent is paid after the fifth day of any month, a \$5 late fee will be assessed on the 6th day of the month and a fee of \$1.00 per day will be assessed .
- b. In the event a rent check is returned by the bank for any reason:
 - Returned checks must be covered with certified check or money order.
 - A \$50.00 NSF fee will be assessed.
 - If a tenant has two checks returned during a 12-month period, personal checks or ACH will no longer be accepted and rent must be paid by cashier's check or money order.

Target Population

The Conway at Huxley Yards has a preference to provide support and housing units for extremely low-income families where at least one person must be an individual with a disability, 18 years of age or older and less than 62 years of age at the time of admission into the property. The person with the disability must be eligible for community-based, long-term services as provided through Medicaid waivers, Medicaid state plan options, state funded services or other appropriate services related to the target population.

- _____ Chronically Homeless
- _____ Veterans experiencing homelessness.
- _____ Very Low-Income Families and/or families experiencing homelessness.
- _____ Individuals with disabilities
- _____ Individuals who are elderly.
- _____ Persons with arrest and conviction records

The target populations for The Conway at Huxley Yards described above are for those households that are identified to be at risk of institutionalization because of the loss of housing or the substandard quality of their current housing. Their primary barrier to returning to the community or remaining in the community is lack of suitable and affordable housing. This target population must:

- Meet functional and financial eligibility for Medicaid Home and Community-Based Waiver Services; AND
- Be relocating from a nursing home or institution. OR
- Provide documentation of the loss of housing or the substandard quality of such current housing.

Each participant in this targeted group must be eligible to receive services through one of the following Medicaid Home and Community-Based Waiver programs: Family Care, Family Care Partnership, IRIS (Include, Respect, I Self-Direct), Community Options Program (COPW)/Community Integration Program (CIP-W) Waivers, Children's Long-Term Support (CLTS) Waivers, Community Options Program.

Program Eligibility Requirements

In order to occupy a unit at The Conway at Huxley Yards a person must meet the following eligibility criteria:

- Total Household Income: at or below 30% of AMI
- Medicaid recipient (determined by Medicaid number)
- Disabled as defined for HUD
- 18 or over and below 62 years of age
- Not a lifetime registered sex offender
- Not convicted of methamphetamine production on housing authority property

Eligible individuals will be informed of the availability of units through communication with referral resource agencies, who are also stakeholders in the project. Agencies can be local Aging and Disability Resource Centers (ADRCs), Managed Care Organizations (MCOs), county human/social services or community programs agencies, Independent Living Centers, IRIS Consultant Agencies and support service provider agencies. Existing staff from these agencies will be trained by WHEDA and DHS Point of Contacts to assess potential tenants for units.

The non-profit organization Socialserve.com has designed a system to support the program process, which would function as an add-on to Wisconsin's existing online housing locator, WIHousingSearch.org. The Prescreening, Assessment, Intake and

Referral (PAIR) system allows for prescreening of individuals for eligibility through an initial questionnaire, collecting more details of those who potentially qualify for continued assessment and intake onto a waiting list, then facilitating the matching and referral of qualified applicants to property providers with available units. If the applicant is potentially eligible, the referral resource worker can then complete the intake and the applicant will be matched with available units or placed on the waiting list pending the availability of an appropriate unit.

Point of contact staff at WHEDA and DHS will act as designated managers of the PAIR waitlists, and coordinate between both the housing and services sectors to ensure tenants are appropriate.

Procedures for Accepting Applications and Selecting Tenants

A. Program Application Process: The following procedures will be used for providing outreach to potential applicants, accepting applications, determining eligibility, selecting applicants for referral to available units, and selecting referred applicants for leasing.

Step 1: Verification of Disability and Long-Term Support Program Eligibility

An applicant interested in housing can request any of the referral resource agencies to be referred for housing. They will need to complete screening for home and community-based waiver eligibility, even if they choose not to accept services. Because of this step in the process, an applicant seeking housing who is not already enrolled in waiver services will need to report to their local ADRC for waiver eligibility screening.

Step 2: Prescreening

Designated and trained staff at a referral resource agency will assist in prescreening the applicant for housing. SocialServe's PAIR tool allows for prescreening of individuals for eligibility through an initial questionnaire. Program screening criteria include:

- Total Household Income: at or below 30% of AMI
- Medicaid recipient (determined by Medicaid number)
- Disabled as defined for HUD 811
- 18 or over and below 62 years of age
- Not a lifetime registered sex offender
- Not convicted of methamphetamine production on housing authority property

Basic personal information, housing and services information is also collected from the applicant at this time. If a client is found potentially eligible, they continue for assessment and intake onto a waiting list.

Step 3: Waiting List

The applicant is added to the waitlist in prioritized order once they are found potentially eligible and the application has been completed. Units are listed on the WIHousingSearch.org locator system. When the units are available, they are displayed on the dashboard on the waitlist. DHS staff will filter clients for matches with available units.

Step 4: Financial Verification and the Lease

The owner/management agent of the unit will complete the final verification of income to determine the tenant portion of monthly rent using the appropriate income verification and third-party verification process and perform annual re-certifications of income as required by the program.

Prescreening

The Coordinated Entry System (CE) will evaluate the applicant for disability and long-term care program eligibility. These systems are already in place as DHS holds standing contracts to provide services such as outreach, assessments, and referrals; the CE will complete the evaluation process of assessing an applicant for the need for supportive housing and utilizing the SocialServe PAIR system for prescreening and further application processing. These staff members are also responsible for educating tenants about independent living options and helping to transition Section 811 applicants into PRA units.

SocialServe PAIR:

PAIR allows for prescreening of individuals for eligibility through an initial questionnaire, collecting more details of those who potentially qualify for continued assessment and intake onto a waiting list, then facilitating the matching and referral of qualified applicants with available units. The PAIR prescreening is a password-protected internet-based questionnaire used by

referral resource workers to quickly determine if their applicant is a good candidate for the program. PAIR will determine if the applicant's income qualifies in all counties of interest based on The Conway at Huxley Yards income limits using household income and size.

If the applicant is found potentially eligible, the social worker can then complete the intake and the applicant will be matched with available units or placed on the waiting list pending an appropriate unit.

Waiting List and Unit Availability

The Coordinated Entry System (CE) are designated managers of the waitlist. Staff can see all applicants in prioritized order and filter clients for matches with available units. The Coordinated Entry System (CE) will be responsible for directing all tenant-related information during the matching process. This includes notifying the case manager of unit availability, confirming with case manager of the potential tenant's interest, confirming eligibility of tenant and confirming the transition plan. The Coordinated Entry System (CE) will be responsible for directing all unit-related information during the matching process. This includes verifying the lease packet has been sent, confirming lease packet is signed, referring the property manager, and recording the chosen tenant. The process of notifying matching clients, confirming eligibility, and referring the client to the property provider through eventual placement is tracked in the system and recorded for outcome reporting. When a unit becomes available, the owner/management agent posts the unit information on the SocialServe website, which feeds to the PAIR system and initiates the matching process.

Leasing Packet

The property owner/management agent of the unit enters into a lease with the tenant. The packet may also include the names and information of the tenants' supportive service providers, family members, guardian or other representative who helps make decisions about their care; their MCO, county human service agency or IRIS Consultant; and the local ADRC. The purpose of this information is to link the tenant with those who can provide assistance to help preserve residents in the community. The applicant maintains their understanding that participation in services is voluntary through a written form that is read and signed by the applicant prior to occupancy in a unit. The tenant may sign Releases of Information (RoI) for the owner/management agent to communicate with service providers, including on the RoI the information in which the entities can release to the owner/management agent. In order to ensure tenants' privacy and clear separation of housing and services, owner/management agents will not have access to specific disability information unless released by the tenant.

Dispute Resolution

Dispute resolution should be handled initially by the owner/management agent, who will have contact information for tenants' supportive service providers, family members, guardians and other people who help the individual with making important decisions regarding their care through their lease agreement. This information will be utilized to assist individuals who require services in maintaining their homes to ensure services and support are adequate for the individual and not for alternative purposes. In the event of a crisis, the landlord will contact these entities unless otherwise indicated by the tenant. The landlord will also contact WHEDA and DHS to assist in managing, tracking and reporting incidents and to help in resolving any issues needed to maintain tenancy. DHS will follow-up with the landlord and tenant within 48- hours and will report incidents in a periodic meeting and quarterly report to the DHS quality management teams.

Methods of Outreach and Referral

Outreach to potential applicants will be provided by case managers working with people with disabilities, as well as DHS staff and contractors, as appropriate. Every effort will be made to distribute information about the program to those who potentially meet the program eligibility criteria. People who are interested in the program will be advised that they need a case manager to apply for the program.

Eligible individuals will be informed by The Coordinated Entry System (CE) of the availability of units through communication with referral resource agencies, who are also stakeholders in the project. To provide outreach to eligible applicants The Coordinated Entry System (CE) will:

- Provide information and training to referral resource staff about the CE units and program requirements.
- The Coordinated Entry System (CE) will train referral resource staff, who will prescreen individuals for eligibility through SocialServe PAIR to collect more details of those who qualify for continued assessment and intake onto a waiting list, then facilitate the matching and referral of qualified applicants to property providers with available units.

- Provide information sessions to developers to clearly define Coordinated Entry (CE) program rules prior to RAC deployment.
- Ensure all methods of outreach, referral and management of the waiting list will be consistent with fair housing, civil rights laws and regulations and affirmative marketing requirements, agree to assist with documentation for affirmative marketing strategies.
- Outreach will comply with WHEDA's QAP & AFHMP to ensure the least likely to apply are provided information about the opportunity. The AFHMP addresses outreach to persons least likely to apply. These persons include those who have communication differences, are deaf or hard of hearing, are blind or sight impaired, cognitive impairment or for whom English is a second language.

Prioritization of Referrals for Available Units

Using current and accurate information at the time of referral, applicants on the waiting list with an "approved" status are prioritized for referral to available units based on:

- Matching of the applicant's indicated preference for location and size of unit with the available unit's location and size; and
- Date/time stamp of the application.

Reasonable Accommodation and Modification Requests

Owners of properties with PRA units must comply with Section 504 of the Rehabilitation Act of 1973. See HUD Occupancy Handbook 4350.3, section 2-8 for more detail. WHEDA and DHS will assist the applicant and case manager with possible reasonable accommodation and/or modification requests. WHEDA and DHS will comply with legal and regulatory provisions concerning such requests, including applicable provisions of HUD Occupancy Handbook 4350.3. If it is determined that an applicant wishes to request a reasonable accommodation or modification, WHEDA and DHS assistance may include providing a possible template for making a request in writing, a summary of the Reasonable Accommodation and Modification Policy for the property and information regarding possible strategies for meeting the needs of the applicant. At no time will WHEDA and DHS interfere with the applicant's decision to request accommodation or modification. If the applicant concurs, a request for a reasonable modification will be communicated to the property as soon as possible, ideally prior to completion of construction. A determination of whether the request will be accommodated will be made by the property owner/designee.

Selection of Tenants

Owners/management agents will screen applicants based on the property's approved Tenant Selection Plan for the property, which shall comply with Coordinated Entry (CE) requirements, including the Violence Against Women and Department of Justice Reauthorization Act of 2013 (VAWA). This may include completing a criminal background, credit check and rental history check. Owners/management agents will provide the results of the screening to applicants and advise the applicant of their appeal rights. Owners/management agents will offer the unit to the approved applicant with the highest priority and first date/time stamp.

Non-selected Applicants

Applicants who were not selected to lease the offered unit will be returned to the waitlist with the same priority status and date/time stamp. These applicants will be the first to be offered newly available units in the county in which they desire to live provided their current information indicates that they remain eligible.

Refusing a Unit

Applicants may refuse an offered unit. These applicants will return to the registry with the same priority status and date/time stamp. Should an applicant refuse 3 units. If it is determined that insufficient reasons led to refusing units, the applicant will be removed from the list and the applicant will be notified of the review process and determination. Applicants may re-apply at any time. Unit Transfer Policy With limited exceptions, transfers among units are not permitted and vacant units will be filled from the waitlist. Exceptions shall be limited to situations that address a request for reasonable accommodation or for other emergency or significant housing or health need.

Unit Transfer Policy

With limited exceptions, transfers among units are NOT permitted and vacant units will be filled from the waitlist. Exceptions shall be limited to situations that address a request for reasonable accommodation or for other emergency or significant housing or health need.

APPENDIX A

The Conway at Huxley Yards Unit Mix and Income Requirements-

The Conway at Huxley Yards has a total of:

- 12 one-bedroom units,
- 25 two-bedroom units,
- 13 three-bedroom units,

The following chart shows the number of apartments in each income category:

Unit Type	# Units	Unit Size (sq. ft.)	Monthly Rent
1 Bedroom (30%)	5	TBD	624 plus UA
1 Bedroom (50%)	3	TBD	1097 plus UA
1 Bedroom (60%)	2	TBD	1262 plus UA
1 Bedroom (Market)	2	TBD	1400
2 Bedroom (30%)	3	TBD	740 plus UA
2 Bedroom (50%)	12	TBD	1307 plus UA
2 Bedroom (60%)	8	TBD	1505 plus UA
2 Bedroom (Market)	2	TBD	1650
3 Bedroom (30%)	2	TBD	847 plus UA
3 Bedroom (50%)	5	TBD	1501 plus UA
3 Bedroom (60%)	2	TBD	1730 plus UA
3 Bedroom (Market)	4	TBD	2101

Income Limits [24CFR 5.653, 880.603(b)]

HUD establishes income limits to ensure that federal rental assistance is provided only to low- income families. The income limits are revised and published annually and are based on HUD estimates of median family income in a particular area or county, with adjustments for family size. The types of low-income families for the developments covered in this tenant selection plan are as follows:

- *Low-income family.* A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.
- *Very low-income family.* A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.
- *Extremely low-income family.* A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area, whichever number is higher [24 CFR 5.603(b)].

Income limits are used for eligibility only at admission. Eligibility is established by comparing a family's annual income with HUD's published income limits. To be income-eligible, a family must be a *low-income* family.

The chart below shows the current income limits for each income category

Dane County Median Income Limits		
<u>30% of County Median Income:</u>	<u>50% of County Median Income:</u>	<u>60% of County Median Income:</u>
1 Person - \$26,460	1 Person - \$44,100	1 Person - \$52,920
2 People - \$30,240	2 People - \$50,400	2 People - \$60,480
3 People - \$34,020	3 People - \$56,700	3 People - \$68,040
4 people - \$37,770	4 people - \$62,950	4 people - \$75,540
5 people - \$40,800	5 people - \$68,000	5 people - \$81,600
6 people - \$43,830	6 people - \$73,050	6 people - \$87,660

FY 2024 Income Limits Summary

FY 2024 Income Limit Area	Median Family Income Click for More Detail	FY 2024 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Madison, WI HUD Metro FMR Area	\$125,900	Very Low (50%) Income Limits (\$) Click for More Detail	44,100	50,400	56,700	62,950	68,000	73,050	78,100	83,100
		Extremely Low Income Limits (\$)* Click for More Detail	26,450	30,200	34,000	37,750	40,800	43,800	47,340	52,720
		Low (80%) Income Limits (\$) Click for More Detail	68,500	78,250	88,050	97,800	105,650	113,450	121,300	129,100

APPENDIX B

Section 504 Equal Access Statement

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination based upon disability in all programs or activities operated by recipients of federal financial assistance. Although Section 504 often overlaps with the disability discrimination prohibitions of the Fair Housing Act, it differs in that it also imposes broader affirmation obligations to make their programs as a whole, accessible to persons with disabilities.

HUD's Section 504 regulations define an individual with a disability under 24 CFR 8.3. See Exhibit 1 of this tenant selection plan for the definition of a person with a disability under federal civil rights laws. A person who meets this definition, and who is otherwise qualified for program, service, or activity, is covered under Section 504. Therefore, The Conway at Huxley Yards will not deny the person the right to participate or benefit from the housing program on the basis of their disability and will make reasonable accommodations or modifications for individuals with a disability who qualify for the housing program (see Reasonable Accommodation section).

To be otherwise qualified means the individual meets the essential eligibility requirements, including the requirement for tenancy in a housing program. Section 504 does not require that a person with a disability be accepted for a housing program without regard to eligibility requirements or his or her ability to meet standard, nondiscriminatory tenant selection and screening criteria. Rather, Section 504 requires that a person with a disability be evaluated using the same objective criteria that are applied to persons without disabilities. Applicants, with or without a disability, may be rejected if they have a record of adversely affecting others such as disturbing neighbors, destroying property, or failing to pay their rent on time.

Section 504 limits The Conway at Huxley Yards from requiring persons with disabilities to accept housing that is different or separate and may not place an eligible person in a separate program for disabled persons simply because the person has a disability.

Federally assisted multifamily properties built after July 11, 1988 must be designed and constructed to be readily accessible to and usable by persons with disabilities under Uniform Federal Accessibility Standards (UFAS) [24 CFR 8.22].

The Conway at Huxley Yards will operate its housing programs so that they are, when viewed in their entirety, accessible to and usable by persons with disabilities [24 CFR 8.24]. Therefore, The Conway at Huxley Yards will evaluate as needed its current policies and practices to determine if they adversely affect the full participation of individuals with disabilities in the Communities housing programs, activities, and services.

The Conway at Huxley Yards's tenant selection plan will be made available on The Conway at Huxley Yards's web site and during hours of operation at The Conway at Huxley Yards's leasing office as well as at WMC's central office, all of which are accessible facilities. The Conway at Huxley Yards will also designate the WMC Director of Property Management as the 504 Coordinator for developments covered under this Tenant Selection Plan.

The Conway at Huxley Yards will take reasonable steps to ensure that persons with disabilities related to hearing and vision have reasonable access to The Conway at Huxley Yards programs and services [24 CFR 8.6]:

- To meet the needs of persons with hearing impairments, The Conway at Huxley Yards will provide an e-mail address on all written communications.
- To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with The Conway at Huxley Yards's staff, one-on-one assistance will be provided upon request.
- Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

For mobility impaired persons

Wisconsin Management Company (WMC), which is an accessible facility on an accessible route. This document is available for examination Monday through Thursday between the hours of 8:00 am and 4:00 pm and Friday between 8:00 am and noon. You must make advance arrangements to examine this document. Please call WMC or call our Relay # 1-800-346-8581 to schedule an appointment.

For hearing impaired persons

WMC provides assistance for hearing-impaired persons in reviewing this document. Assistance may include provision of a qualified interpreter at a time convenient to both WMC and the individual with disabilities. Please call our Relay # 1-800-346-8581 to schedule an appointment.

For vision impaired persons

WMC will provide a staff person to assist a vision-impaired person in reviewing this document. Assistance may include describing the contents of the document, reading the document or sections of the document or providing such other assistance to permit the contents of the document to be communicated to the person with vision impairments.

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

FAIR HOUSING AND EQUAL OPPORTUNITY REQUIREMENTS

Statements of NON-DISCRIMINATION

It is the policy of WMC to comply fully with Title VI of the Civil Rights Act of 1964, 42 U.S.C.A. 2000d, The Federal Fair Housing Act, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. 794 et seq., the Age Discrimination Act of 1975, 42 U.S.C.A. "6101-6107", The Fair Housing Amendments Act of 1988, 42 U.S.C.A. "3601-3620", The Americans with Disabilities Act of 1990, 42 U.S.C.A. "12101-12213", and any state and local legislation protecting the individual rights of residents, applicants or staff which may subsequently be enacted.

Under Federal Law it is illegal to discriminate against any person or group of persons because of race, color, religion, sex, disability, familial status, national origin, real or perceived sexual orientations and gender identity. In addition, owners must comply with local fair housing and civil rights laws.

WMC shall not:

- Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs;
- Provide housing which is different than that which is provided to others;
- Subject a person to segregation or unequal or different treatment;
- Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
- Treat a person differently in determining eligibility or other requirements for admission;
- Deny a person access to the same level of services; or
- Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.
- Deny any applicant based on their membership in a class protected by Dane County fair housing ordinances and non-discrimination ordinances in Madison.

APPENDIX D

EIV (Enterprise Income Verification)

The Conway at Huxley Yards will not be implementing Safe Harbor income determinations. Therefore, we will still be running all required EIV reports made mention of below.

The *Income Report* provides employment and income information reported in the NDNH and SSA databases for each household member who passes the SSA identity test. The *Income Report* also identifies household members who may be receiving multiple subsidies.

The Conway at Huxley Yards will maintain in the tenant file the following documentation as a third-party source to verify tenant employment and income information:

- 1) **No Dispute of EIV Information:** *Income Report*, current acceptable tenant-provided documentation, and, if necessary (as determined by the The Conway at Huxley Yards), third party verification from the source.
- 2) **Disputed EIV Information:** *Income Report* and third-party verification from the source for the disputed information.
- 3) **Tenant-reported income not verified through the EIV System:** *Income Report*, current acceptable tenant-provided documents and/or third-party verification from the source.

The Conway at Huxley Yards will use the *Income Report* identifying the NDNH employment, wage and unemployment income information in the EIV system as third-party verification of the tenant's employment. The Conway at Huxley Yards will not use the *Income Report* to calculate the tenant's income.

The Conway at Huxley Yards will print the *Income Report* and use the report as third party verification of the tenant's employment and/or unemployment. The Conway at Huxley Yards will confirm with the tenant that the employment and/or unemployment information in the EIV system is correct. If the tenant agrees that the employment and/or unemployment information in the EIV system is correct, The Conway at Huxley Yards will:

- 1) Request the tenant to provide documentation (e.g., four current, consecutive check stubs that will support their current income being received).
- 2) Use the tenant provided documentation for determining the tenant's income unless additional information is needed or The Conway at Huxley Yards has reason to reject the tenant provided documentation. In these instances, third party verification will be obtained from the income source.
- 3) Annualize the tenant's income using the current income projected forward for the next 12 months

The Conway at Huxley Yards will make copies of any tenant provided documents for the tenant file and return the originals to the tenant. The Conway at Huxley Yards will retain the printed report and supporting documentation in the tenant file along with the applicable form HUD-50059.

If the tenant disputes the employment, wage or unemployment information in the EIV system or when the tenant reports that they are employed or receiving unemployment but there is no information in the EIV system, The Conway at Huxley Yards will obtain third party verification from the employer or local SWA.

The Conway at Huxley Yards will use the *Income Report* identifying SS benefit information in the EIV system as third party verification of the tenant's income and will use the *Income Report* to calculate the tenant's income. A copy of the award or benefit letter or Proof of Income Letter is not required unless the tenant disputes the SSA information in the EIV system.

Upon confirming with the tenant that the current benefit amount in the EIV system is correct, The Conway at Huxley Yards will:

- 1) Use the gross benefit amount reported in the EIV system for calculating the tenant's income by

annualizing the gross benefit amount projected forward for the next 12 months.

- 2) Include the Medicare premium in the medical expense deduction calculation if the premium is being paid by the tenant. When the Medicare premium is being paid by the state or another entity and the tenant disputes the EIV data, The Conway at Huxley Yards will verify that the tenant is paying the Medicare premiums themselves. Upon verification, The Conway at Huxley Yards will document the tenant file with the additional information and The Conway at Huxley Yards will include the Medicare premium in the tenant's medical expense deduction.

If the tenant disputes the SSA information in the EIV system, or when the tenant reports that they receive SSA benefits but there is no SSA information in the EIV system, The Conway at Huxley Yards will obtain third party verification by requesting the tenant provide a copy of their benefit or award letter or Proof of Income Letter dated within the last 120 days.

The Conway at Huxley Yards will not send the tenant to the SSA office if they do not have this information. Instead, The Conway at Huxley Yards will ask the tenant to request benefit information from SSA using SSA's website or toll-free number, and The Conway at Huxley Yards will provide the SSA website and phone number to the tenant.

The tenant must provide the Proof of Income Letter to The Conway at Huxley Yards for use in calculating their income. A copy of the letter will be retained in the tenant's file and the original returned to the tenant for their records.

For all new admissions, including Initial Certifications, The Conway at Huxley Yards will review the *Income Report* within 90 days after transmission of the move-in certification to TRACS to confirm/validate the income reported by the household.

The Conway at Huxley Yards will resolve any income discrepancies with the household within 30 days of the *Income Report* date.

The Conway at Huxley Yards will print and retain the *Income Report* in the tenant file along with any documentation received to resolve income discrepancies, if applicable.

EIV Income Discrepancy Report

The *Income Discrepancy Report* identifies households where there is a difference of \$2,400 or more annually in the wages, unemployment compensation and/or SS benefit income reported by NDNH and SSA and the wages, unemployment compensation and/or SS benefit income reported in TRACS for the period of income used for the discrepancy analysis. Data in the discrepancy report represents income for past reporting periods. The report identifies tenants whose income may have been under- or over-reported. Families who have not concealed or underreported income may appear on the discrepancy report in some circumstances, such as loss of a job or addition of new family members.

The Conway at Huxley Yards will investigate and confirm all discrepancies of \$2,400 or more as disclosed on the *Income Discrepancy Report*. The Conway at Huxley Yards will determine whether or not the income appearing on the report is to be excluded as income. Improper payments includes payments for the incorrect amount, both overpayments and underpayments. The Conway at Huxley Yards will not reconcile dollar amounts to the penny when resolving discrepancies.

The Conway at Huxley Yards will print the *Income Discrepancy Report* at the same time the *Income Report* is printed. The Conway at Huxley Yards will review and resolve any discrepancies in income reported on the *Income Discrepancy Report* with the household at the time of recertification or within 30 days of the *Income Report* date. Any unreporting, underreporting, or over-reporting of income by the tenant and reported on current or historical HUD-50059 must be identified.

The Conway at Huxley Yards will retain the *Income Discrepancy Report* along with detailed information on the resolution of the reported discrepancy in the tenant file. This includes information on resolution of the discrepancy regardless of whether the discrepancy was found to be valid or invalid.

The Conway at Huxley Yards will make sure that the information in TRACS agrees with the information on the HUD-50059 in the tenant's file, including retransmission of the current HUD-50059 to correct the TRACS database.

HUD regulations 24 CFR 5.236(2) prohibit Th Derby from taking adverse action based solely on EIV information.

EIV No Income Reported on 50059 Report

The Conway at Huxley Yards will utilize the *No Income Reported on 50059 Report* to identify tenants who passed the identity match against SSA's records but have zero income represented in the TRACS system. The Conway at Huxley Yards will re-verify the status of tenants reporting zero income at least quarterly. The Conway at Huxley Yards will use the *EIV Income Report* to determine if the tenant or any family members have income reported by HHS or SSA.

EIV No Income Reported by HHS or SSA Report

The Conway at Huxley Yards will utilize the *No Income Reported by HHS or SSA Report* to identify tenants who passed the identity match against SSA's records but no employment or income information was received from the match against either the SSA or NDNH records. Because no income was reported as a result of the match against SSA and NDNH records does not mean that the tenant(s) does not have income. The Conway at Huxley Yards will make sure that, at the time of recertification interviews, the right questions are asked so that the tenants are given the opportunity to disclose any income they receive.

EIV New Hires Report

The Conway at Huxley Yards will utilize the *New Hires Report* to identify tenants who have started new jobs within the last six months. The information in this report is updated monthly. The Conway at Huxley Yards will use this report at least quarterly to determine if any of their tenants have started new employment whereby the tenant has not reported a change in income to The Conway at Huxley Yards between recertifications and/or the new employment was not reported at the time of recertification.

Tenants are required to report changes in income when the household's income cumulatively increases by 10% or more per month. When The Conway at Huxley Yards learns, through the *New Hires Report*, that a tenant or a member of the tenant's household has new employment, The Conway at Huxley Yards will notify the tenant of their responsibility to provide information about such changes. In addition, The Conway at Huxley Yards will:

- 1) Contact the tenant regarding their new employment.
- 2) Confirm with the tenant that they have a new job and that the employment information in the EIV system is correct.

If the tenant agrees that the employment information in the EIV system is correct, request the tenant provide documents, (e.g., four current, consecutive pay stubs, employment confirmation letter specifying date of hire, rate of pay, number of hours worked each week, pay frequency, for use in determining the tenant's income or, if necessary, request third party verification from the employer.)

If the tenant disputes the employment information in the EIV system, The Conway at Huxley Yards will obtain third party verification from the employer.

- 3) Process a recertification in accordance with program requirements that includes the employment income.
- 4) Retain the *New Hires Summary Report* in a master "New Hires Report" file along with notations as to the outcome of the contact with the tenant.
- 5) Retain in the tenant file, a copy of the *New Hires Detail Report* for the tenant along with any correspondence with the tenant, third party verifications, etc.

Other EIV Reports

The Conway at Huxley Yards will access other EIV stand-alone reports that identify potential issues which may impact the family's housing assistance. The Conway at Huxley Yards will maintain a "Master" file that

contains a copy of these reports and documentation and/or notations as indicated in the reports featured below.

EIV Multiple Subsidy Report

The Conway at Huxley Yards will use the *Multiple Subsidy Report* at least quarterly to identify any tenants who are being assisted at another location. The Conway at Huxley Yards will investigate and confirm possible errors that may result in over or underpayment of HUD subsidy as reported on the *Multiple Subsidy Report*. The Conway at Huxley Yards will follow up with tenants identified in the report where the discrepancy was not identified and resolve at the time of recertification.

The Conway at Huxley Yards will discuss with the tenant if the results show that the tenant is being assisted at another location. The tenant will be given the opportunity to explain any circumstances relative to their being assisted at another location.

The Conway at Huxley Yards will follow up with the respective PHA or Owner, if necessary, to confirm that the tenant is being assisted at the other location. Depending on the results of this investigation, The Conway at Huxley Yards may take action to terminate the tenant's assistance or tenancy.

The Conway at Huxley Yards will print out and retain a copy of the *Multiple Subsidy Summary Report* in a master "Multiple Subsidy Report" file along with notations as to the outcome of contacts with the tenant and/or PHA or owner.

The Conway at Huxley Yards will retain in the tenant file, a copy of the *Multiple Subsidy Detail Report* for the tenant, plus any documentation supporting any contacts made or information obtained to determine if a household and/or household member is receiving multiple subsidies as well as documentation to support any action taken if a household and/or a household member is receiving multiple subsidies.

The Conway at Huxley Yards will note on the printed *Multiple Subsidy Summary Report* if a tenant's multiple subsidies were discussed and resolved at the time of recertification and that no further action is required.

EIV Identity Verification Reports

HUD's EIV system verifies resident identities against SSA records. These records are compared to Public and Indian Housing Information Center (PIC) data for a match on social security number, name, and Date of Birth (DOB). The Conway at Huxley Yards will use the EIV's Identity Verification Reports on a monthly basis to improve the availability of income information in EIV.

The Conway at Huxley Yards will run the *Failed EIV Pre-Screening Report* and the *Failed Verification Report* monthly to clear up any invalid, discrepant or missing information in the TRACS database that was not identified and corrected at the time of recertification. When running these reports, there will not be any employment or income information in the EIV system for tenants who fail either the EIV pre-screening or SSA identity test. Therefore, The Conway at Huxley Yards will correct any discrepancies found within 30 days from the date of the reports. The Conway at Huxley Yards will conduct third party verifications to obtain employment and income data for these tenants.

The Conway at Huxley Yards may also run the *Number of Households Not-Verified Report* if a household is not represented in the EIV system.

Number of Households Not-Verified Report

The Conway at Huxley Yards may run the *Number of households Not-Verified Report* if there is an indication of activity referenced in the EIV system for this report. This report identifies tenants, organized by the head of household, who have not yet been verified by SSA. The report is designed to assist The Conway at Huxley Yards in determining why a household is not represented in the EIV system. TheDerby is not required to retain this report.

Failed EIV Pre-Screening Report

The *Failed EIV Pre-Screening Report* identifies tenants who fail the EIV pre-screening test because of invalid or missing personal identifiers (SSN, last name or DOB). The tenants on this list will not be sent to SSA from the EIV system for the SSA identity match until The Conway at Huxley Yards corrects the personal identifier information TRACS.

The Conway at Huxley Yards must use this report monthly to identify tenants that did not pass the pre-screening test and the reason(s) they did not pass so that the errors can be corrected. The Conway at Huxley Yards must:

- 1) Upon confirming the information in TRACS is correct, follow up with tenants identified on the report where discrepant personal identifiers were not corrected at the time of recertification.
- 2) Obtain documentation from the tenant to verify any discrepant personal identifiers.
- 3) Correct any discrepant information in the TRACS system.
- 4) Print and retain a copy of the report in a master "Failed EIV Prescreening Report" file. The report must be documented with action taken to resolve invalid or discrepant personal identifiers.

Failed Verification Report

The *Failed Verification Report* identifies household members who failed the SSA identity test because their personal identifiers (SSN, last name or DOB) do not match SSA's records as well as identifies deceased household members.

The Conway at Huxley Yards must:

- 1) Use this report monthly to identify those tenants that did not pass the SSA identity verification test and the reason(s) they did not pass so that the errors can be corrected.
- 2) Upon confirming the information in TRACS is correct, follow up with tenants identified on the report where discrepant personal identifiers were not corrected at the time of recertification.
- 3) Confirm with the affected tenant their SSN, DOB and/or last name.
- 4) Obtain documentation from the tenant to verify any discrepant personal identifiers.
- 5) Correct any discrepant information in the TRACS system so that the tenant will be included in the match against SSA and NDNH data.
- 6) Encourage the tenant to contact the SSA to correct any inaccurate data in their databases if the personal identifiers on the HUD-50059 and in TRACS are accurate.
- 7) Print and retain a copy of the report in a master "Failed the SSA Identity Test" file. The report will be documented with action taken to resolve invalid or discrepant personal identifiers. If a tenant's information was corrected at the time of recertification but the EIV data has not yet been updated, this will be noted on the printed report and no further action will be required.

EIV Deceased Tenants Report

HUD's EIV system identifies tenants who are participating in a HUD subsidized housing program, who are reported by the SSA as being deceased. The Conway at Huxley Yards will use the *Deceased Tenants Report* at least quarterly to identify those tenants reported by SSA as being deceased. The Conway at Huxley Yards will investigate and confirm possible errors that may result in over or underpayment of HUD subsidy as reported on the *Deceased Tenants Report*. The Conway at Huxley Yards will confirm, in writing, with the head-of-household, next of kin or emergency contact person or entity provided by the tenant whether or not the person is deceased.

If the person is deceased, The Conway at Huxley Yards will update the family composition, and income and allowances, if applicable, on the HUD-50059. In the case of a deceased single member of a household, The Conway at Huxley Yards will process a Move-out using HUD-50059-A with an effective date of 14 days after the tenant's death or the date the unit was vacated, whichever is earlier.

Discrepant information will be corrected in the TRACS system within 30 days from the date of the *Deceased Tenants Report*.

The Conway at Huxley Yards will encourage the tenant to contact the SSA to correct any inaccurate data in their databases if the person shown as being deceased in the SSA database is not deceased.

The Conway at Huxley Yards will retain a copy of the *Deceased Tenants Report* in a master "Deceased Tenants Report" file. The report will be documented with action taken to resolve any discrepancies. All correspondence or action taken for a particular tenant will be retained in the tenant file.

Tenant Disputes EIV Accuracy

There may be legitimate differences between the information provided by the family and EIV-generated information. HUD regulations 24 CFR 5.236(2) prohibit The Conway at Huxley Yards from taking adverse action based solely on EIV

information, unless the tenant family does not dispute the data.

If a tenant disputes EIV income information or it appears that a family may have concealed or underreported income, The Conway at Huxley Yards will request independent written third-party verification of the income in question. When The Conway at Huxley Yards determines through file review and independent third-party verification that a family has concealed or underreported income, corrective action will be taken.

If The Conway at Huxley Yards suspects that a tenant has inaccurately supplied or misrepresented information that affects the tenant's rent or eligibility, The Conway at Huxley Yards will investigate and document the tenant's statements and any conflicting information The Conway at Huxley Yards has received. The Conway at Huxley Yards may obtain additional information from other persons or agencies, and The Conway at Huxley Yards may take other actions to verify either the tenant's information or the conflicting information. If an intentional misstatement or withholding of information cannot be substantiated through documentation, The Conway at Huxley Yards will treat the case as an unintentional program violation.

After gathering the documentation:

- The Conway at Huxley Yards will notify the tenant in writing of the error and identify what information is believed to be incorrect.
- The tenant will have an opportunity, within 10 days, to meet with The Conway at Huxley Yards and discuss the allegations. The Conway at Huxley Yards must also inform the tenant that failure to do so may result in the tenant's termination of tenancy. The meeting with The Conway at Huxley Yards will be with a designated representative who has not been involved in any manner with the review of the allegedly false information. The Conway at Huxley Yards will provide a written final decision, based solely on the facts presented and discussed at the meeting to the tenant within 10 days of the date of the meeting. The decision will also state the basis for the determination. For tenants with a disability, the notice will be in a form accessible to the tenant, and the meeting will be held in a location accessible to the tenant.

If the tenant meets with The Conway at Huxley Yards to discuss the error, and The Conway at Huxley Yards is convinced the tenant's submissions were correct, The Conway at Huxley Yards will document the file accordingly and close the investigation. If, after meeting with the tenant, The Conway at Huxley Yards determines that the provision of inaccurate information was an unintentional program violation, The Conway at Huxley Yards will correct the tenant's rent, if applicable, and provide the tenant with notice of the change in rent. If the tenant is unable to repay the full amount, The Conway at Huxley Yards will enter into a repayment agreement with the tenant.

If, after the income adjustment, the tenant no longer qualifies for assistance, the tenant may remain in the property subject to making repayments and paying market rent. The Conway at Huxley Yards will terminate tenancy if the tenant refuses to pay the new monthly rent or refuses to repay the previously overpaid subsidy pursuant to the repayment agreement. The Conway at Huxley Yards may file a civil action if necessary to recover the funds.

If The Conway at Huxley Yards determines the tenant knowingly provided inaccurate or incomplete information, and this can be substantiated through documentation, The Conway at Huxley Yards will pursue the incident as fraud and will report this to the HUD Office of Investigation (OIG). The Conway at Huxley Yards may also seek civil action for recovery of subsidy overpayments and/or criminal prosecution.

For all new admissions, including Initial Certifications, The Conway at Huxley Yards must:

- 1) Review the *Income Report* within 90 days after transmission of the move-in certification to HUD through the TRACS to confirm/validate the income reported by the household.
- 2) Resolve any income discrepancies with the household within 30 days of the *Income Report* date.

- 3) Print and retain the *Income Report* in the tenant file along with any documentation received to resolve income discrepancies, if applicable.

Tenants are obligated to reimburse The Conway at Huxley Yards if they are charged less rent than required by HUD's rent formula due to underreporting or failure to report income. The tenant is required to reimburse The Conway at Huxley Yards for the difference between the rent that should have been paid and the rent that was charged. If The Conway at Huxley Yards determines the tenant unreported or underreported their, The Conway at Huxley Yards will go back to the time the unreported or underreporting of income started, not to exceed the 5- year limitation that the tenant was receiving assistance described on forms HUD-9887 and HUD- 9887-A, and calculate the difference between the amount of rent the tenant should have paid and the amount of rent the tenant was charged. The Conway at Huxley Yards will notify the tenant of any amount due and their obligation to reimburse The Conway at Huxley Yards.

A record of this calculation will be provided to the tenant and also retained in the tenant's file. Tenants with unreported income that goes back further than 5 years will be reported to the OIG for fraud. The Conway at Huxley Yards will retain the HUD- 50059(s) on file that was in effect during the period(s) that the tenant had unreported or underreported income, along with any supporting documentation, in order to calculate the amount the tenant must reimburse to The Conway at Huxley Yards. If The Conway at Huxley Yards does not have this historical information, The Conway at Huxley Yards will not go back to the tenant for unreported or underreported income.

If an applicant wishes to dispute any EIV information found by The Conway at Huxley Yards, the applicant must contact their former housing provider directly, in writing, to dispute the information. The Conway at Huxley Yards is unable to update or delete records in EIV originating from another federal housing provider.

If a tenant or applicant suspects that someone else is using their social security number, the tenant/applicant is responsible for investigating the purposeful or accidental use of their social security number by someone else. The Conway at Huxley Yards will not contact the Social Security Administration or the Federal Trade Commission on behalf of the applicant or tenant. The Conway at Huxley Yards does not provide any credit monitoring services, and The Conway at Huxley Yards will not assist an applicant/tenant in placing a fraud alert with the national credit reporting agencies.

Over-Reported Income

Tenants may report decreases in their income. In these instances, The Conway at Huxley Yards will process an interim recertification. If, at the time of recertification, there is an *Income Discrepancy Report* reflecting a decrease of \$2,400 or more in wage, unemployment and/or SSI reported in the EIV system and the wage, unemployment and/or SSI in TRACS for the period of income used for the discrepancy analysis, The Conway at Huxley Yards will investigate the discrepancy.

If, after investigating the discrepancy, The Conway at Huxley Yards determines that an error was made in calculating the tenant's income (e.g., third party verification not obtained, third party verification received but an error was made in calculating the tenant's income) and the income was over-reported, The Conway at Huxley Yards will complete corrections to the prior certification(s) affected by the income change. Once the corrections have been made, The Conway at Huxley Yards will determine the difference between the amount of rent the tenant paid and the rent that the tenant should have paid. The Conway at Huxley Yards will reimburse the tenant the amount of overpayment of rent.

Required Documentation to Demonstrate EIV System Compliance [24 CFR 5.233(a)(2)(i)]

To demonstrate The Conway at Huxley Yards's compliance with mandated use of the EIV system as the third-party source to verify employment and income information, The Conway at Huxley Yards will retain EIV reports and documentation in the tenant file as required by HUD.

The Income Report, the Summary Report(s) showing Identity Verification Status as "Verified" and the Income

Discrepancy Report(s) and supporting documentation will be retained in the tenant file for the term of tenancy plus three years.

Any tenant provided documentation, or other third-party verification of income, received to supplement the SSA or NDNH data will be retained in the tenant file for the term of tenancy plus three years.

Results of the Existing Tenant Search will be retained with the application as follows:

- If applicant is not admitted, the application and search results must be retained for three years.
- If applicant is admitted, the application and search results must be retained in the tenant file for the term of tenancy plus three years.

The master files for the New Hires Report, Identity Verification Reports, Multiple Subsidy Report and Deceased Tenants Report will be retained for three years.

Once the retention period has expired, The Conway at Huxley Yards will dispose of the data in a manner that will prevent any unauthorized access to personal information (e.g., burn, pulverize, shred, etc.)

Security of EIV Information

The data in the EIV system contains personal information on individual tenants that is covered by the Privacy Act. The Conway at Huxley Yards will use the EIV system for limited official purposes in connection with the administration of its HUD assisted housing programs. The Conway at Huxley Yards is required to use the EIV system to verify employment and income at the time of recertification, for compliance purposes, and for reducing administrative and subsidy payment errors.

Derby EIV Users will:

- Adhere to the *EIV Rules of Behavior*
- Not share EIV data with others who do not have a need to know
- Complete security training at least annually

The Conway at Huxley Yards EIV Coordinator will:

- Monitor access and modify or revoke user rights as appropriate
- Obtain and retain owner approval letters and signed access authorization forms
- Communicate security information, ensure that all EIV Users receive security training at time of implementation and at least annually thereafter, and maintain training records
- Report improper disclosure, unauthorized access, or security breaches to The Conway at Huxley Yards Executive Director and to HUD

Disclosure requirements apply to Independent Public Auditors (IPAs), used by The Conway at Huxley Yards to perform financial or single audits. IPA restrictions are as follows:

- 1) Can only access EIV income information within hard copy files and only within The Conway at Huxley Yards offices;
- 2) Cannot transmit or transport EIV income information in any form;
- 3) Cannot enter EIV income information on any portable media;
- 4) Must sign non-disclosure oaths (Rules of Behavior for Non-system Users) that the EIV income information will be used only for the purpose of the audit; and
- 5) Cannot duplicate EIV income information or re-disclose EIV income information to any user not authorized by Section 435(j)(7) of the Social Security Act to have access to the EIV income data.

The Conway at Huxley Yards staff, service bureau staff, HUD staff, any Contract Administrator Staff, and IPAs, who do not have access to the EIV system, but who view or use EIV data/reports provided by authorized EIV Coordinators or EIV Users in order to perform their job functions, will adhere to the *EIV Rules of Behavior*.

EIV information will not be disclosed to governmental entities not involved in the recertification process used for HUD's assisted housing programs.

Only with written consent of the tenant, will The Conway at Huxley Yards share EIV data with other individuals who

are assisting in the recertification process and who are present during the recertification interview and process. Tenants who require assistance during the recertification process may have a representative present to assist them in their ability to participate in the recertification process; this includes review and explanation of the written third-party income verifications. The Conway at Huxley Yards will only disclose EIV information to these parties on the tenant who has provided their consent. These parties will not have access to EIV information for any other household members.

Disclosure of EIV information to Service Coordinators is prohibited even if the tenant signs a release of information consent authorizing the Service Coordinator to have access to their file. However, a Service Coordinator, may be present during the interview and assist the tenant with the recertification process if the tenant provides a signed release of information consent authorizing the Service Coordinator to provide such assistance.

EIV users will be required to complete online security training annually. The Conway at Huxley Yards will maintain sign-in sheets for group trainings and/or EIV security awareness training *Certificates of Completion* if provided.

Only those individuals who have a need to use the EIV system to perform their job function will have access to the EIV system; and those individuals must be certified (approved) by HUD in order to access to the EIV system at The Conway at Huxley Yards. All individuals who have access to the EIV system will have a valid WASS User ID and password and must use this ID and password for accessing the EIV system.

EIV Coordinators are certified at initial access and annually thereafter. EIV Users are certified at initial access and bi-annually thereafter. If this certification is not made, The Conway at Huxley Yards will terminate the user's EIV access.

The Conway at Huxley Yards will implement technical and physical safeguards of EIV information by designating secure areas for both hardcopy and electronic EIV data, keeping printouts locked up, and controlling access to areas containing EIV information. Emails containing EIV data will be limited and such emails will be encrypted.

EIV data that is printed out will not be left unattended. The documents will be retrieved as soon as they are printed and, printed on a restricted printer, copier, or facsimile machine. When faxing EIV data, The Conway at Huxley Yards will ensure there is someone waiting and ready to retrieve the fax as soon as it is received (printed). Mailing of EIV data may only take place if sent to the WMC Corporate office.

EIV data will not be mailed to Independent Public Auditor offices.

The Conway at Huxley Yards will retain EIV reports, master files, and supporting documentation in accordance with HUD requirements.

The Conway at Huxley Yards will confidentially destroy EIV information as soon as it has served its purpose and per HUD policies including HUD retention periods. Confidential destruction includes shredding, burning, or pulverizing. Persons who violate EIV security rules and regulations with respect to use and disclosure of income information may be subject to civil or criminal penalties [24 CFR 5.238].

**The EIV Existing Tenant Search will also be run for Live-In-Aides.

Appendix E – Definitions of Terms Used in Tenant Selection Plan

Family [24 CFR 5.403]

To be eligible for admission, an applicant must qualify as a family. *Family* as defined by HUD, includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- a single person, who may be an elderly person, disabled person, near-elderly person, or any other

single person; or

- a group of persons residing together. Such group includes, but is not limited to a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family), an elderly family, a near-elderly family, a disabled family, a displaced family, or the remaining member of a tenant family. The Conway at Huxley Yards has the discretion to determine if any other group of persons qualifies as a family.

Gender Identity means actual or perceived gender characteristics. *Sexual orientation* means homosexuality, heterosexuality, or bisexuality.

A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law, but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family.

Families who meet these criteria will not be awarded an extra bedroom. Each family must identify the individuals to be included in the family at the time of application, and must update this information if the family's composition changes.

Elderly Family [24 CFR 5.100, 5.403]

A family whose head or spouse or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.

Disabled Family [24 CFR 5.403]

A family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

Person with Disabilities [24 CFR 5.403]

A person with disabilities for purposes of program eligibility:

Means a person who:

Has a disability, as defined in 42 U.S.C. 423;

Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or

In the case of an individual who has attained the age of 55 and is blind, inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time. For the purposes of this definition, the term blindness, as defined in section 416(i)(1) of this title, means central vision acuity of 20/200 or less in the better eye with use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for the purposes of this paragraph as having a central visual acuity of 20/200 or less.

Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:

- Is expected to be of long-continued and indefinite duration,
- Substantially impedes his or her ability to live independently, and

Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or:

Has a developmental disability, as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8)), i.e., a person with a severe chronic disability that:

- Is attributable to a mental or physical impairment or combination of mental and physical

- impairments;
- Is manifested before the person attains age 22;
- Is likely to continue indefinitely;
- Results in substantial functional limitation in three or more of the following areas of major life activity:
 - a. Self-care,
 - b. Receptive and expressive language,
 - c. Learning,
 - d. Mobility,
 - e. Self-direction,
 - f. Capacity for independent living, and
 - g. Economic self-sufficiency; and

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

- Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
- For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
- Means person with disabilities (individual with handicaps), as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

Other Singles

A family in which the head-of-household, spouse, or cohead are not disabled or elderly and the family's composition does not include any minor children.

Household [24 CFR 5.100]

Household is a broader term that includes additional people who, with The Conway at Huxley Yards's permission, live in a unit on site, such as live-in aides, foster children, and foster adults.

Family Break Up

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open.

If a family breaks up into two otherwise eligible families while living in a development covered under this tenant selection plan, only one of the new families will continue to be assisted.

If a court determines the disposition of property between members of the applicant or resident family in a divorce or separation decree, The Conway at Huxley Yards will abide by the court's determination.

In the absence of a judicial decision or an agreement among the original family members, The Conway at Huxley Yards will determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination.

The Conway at Huxley Yards will take into consideration the following factors:

- (1) the interest of any minor children, including custody arrangements;
- (2) the interest of any ill, elderly, or disabled family members;
- (3) the interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and provides documentation in accordance with the VAWA policies outlined in this tenant selection plan;
- (4) any possible risks to family members as a result of criminal activity; and
- (5) the recommendations of social service professionals.

Remaining Member of a Tenant Family [24 CFR 5.403]

The HUD definition of family includes the *remaining member of a tenant family*, which is a member of a resident family who remains in the unit when other members of the family have left the unit. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

Caretakers for a Child

If neither a parent nor a designated guardian remains in a household receiving assistance, The Conway at Huxley Yards will take the following actions:

If a responsible agency has determined that another adult is to be brought into the unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.

If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 30 days. After the 30 days has elapsed, and if the caretaker qualifies for the program under The Conway at Huxley Yards's eligibility criteria, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases The Conway at Huxley Yards will extend the caretaker's status as an eligible visitor. At any time that custody or guardianship legally has been awarded to a caretaker, and the caretaker qualifies for the program under The Conway at Huxley Yards's eligibility criteria, the lease will be transferred to the caretaker, as head of household.

During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

Head of Household [24 CFR 5.504(b)]

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the housing program, alone or in conjunction with a cohead or spouse. The family may designate any qualified family member as the head of household. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

Spouse, Cohead, and Other Adult

A family may have a spouse or cohead, but not both.

Spouse means the marriage partner of the head of household.

A *marriage partner* includes the partner in a "common law" marriage as defined by certain states. The term "spouse" does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse.

A *cohead* is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one cohead.

Minors who are emancipated under state law may be designated as coheads.

Other adult means a family member, other than the head, spouse, or cohead, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

Dependent [24 CFR 5.603]

A *dependent* is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, cohead, foster children/adults and live-in aides.

Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income.

Joint Custody of Dependents

Dependents who are subject to a joint custody arrangement will be considered a member of the family, if they live

with the applicant or resident family 50 percent or more of the time. When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, The Conway at Huxley Yards will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

Full-Time Student [24 CFR 5.603]

A *full-time student* (FTS) is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to be full-time is defined by the educational institution. Identifying each FTS is important because (1) each family member that is an FTS, other than the head, spouse, or cohead, qualifies the family for a dependent deduction and (2) the income of such an FTS is treated differently from the income of other family members.

Guests [24 CFR 5.100]

A *guest* is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

The lease must provide that the tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near The Conway at Huxley Yards premises.

The family is responsible for the conduct of visitors and guests inside the unit, as well as anywhere on or near the premises of The Conway at Huxley Yards. A dwelling unit (at The Conway at Huxley Yards) is specifically for the resident and the individuals specifically listed on the lease. Residents may not take in boarders or permit visitors or guests to reside in a unit at The Conway at Huxley Yards in a "doubling-up," roommate, or other housing arrangement that changes the structure of the family household composition as established by the lease.

A resident family must notify The Conway at Huxley Yards when overnight guests will be staying in the unit for more than 3 days. A guest can remain in the unit no longer than 7 consecutive days or a total of 14 cumulative calendar days during any 12-month period.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the family can provide verifiable documentation for the need and provide verifiable documentation of the residence to which the guest will return.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the program housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above.

The Conway at Huxley Yards may prohibit any guest from visiting, temporarily staying, or living in the resident family's unit or at The Conway at Huxley Yards for a stated period of time if the guest:

- has engaged in negative behavior or certain criminal activity under The Conway at Huxley Yards's screening criteria; or
- has engaged in or threatened violent or abusive behavior toward The Conway at Huxley Yards personnel, The Conway at Huxley Yards contractors, or The Conway at Huxley Yards residents on or off The Conway at Huxley Yards property

The Conway at Huxley Yards will notify guests that they are prohibited from The Conway at Huxley Yards by issuing a no trespassing notice with the resident (if known) and the guest (in person, by mail to a known address, or by posting a notice on The Conway at Huxley Yards's property).

Former residents who have been evicted are not permitted as overnight guests.

Guests who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence constitutes violation of the lease.

Foster Children and Foster Adults

Foster adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone [24 CFR 5.609(c)(2)].

The term *foster child* is not specifically defined by the regulations.

Foster children and foster adults that are living with an applicant or resident family are considered household members but not family members. The income of foster children/adults is not counted in family annual income and foster children/adults do not qualify for a dependent deduction [24 CFR 5.603].

A foster child is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

Absent Family Members

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, and illness.

Definitions of Temporarily and Permanently Absent

Generally, an individual who is or is expected to be absent from the federally assisted housing unit for 90 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from The Conway at Huxley Yards housing unit for more than 90 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

Absent Students

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to The Conway at Huxley Yards indicating that the student has established a separate household, or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care [24 CFR 5.403]

If a child has been placed in foster care, The Conway at Huxley Yards will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

Absence Due to Incarceration

If the sole member of the household is incarcerated for more than 30 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 30 consecutive days. The rent and other charges must remain current during this period. The Conway at Huxley Yards will determine the incarcerated family member's eligibility for the program in accordance with its screening policies.

Absent Head, Spouse, or Cohead

An employed head, spouse, or cohead absent from the unit more than 90 consecutive days due to employment will continue to be considered a family member.

Individuals Confined for Medical Reasons

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member. If there is a question about the status of a family member, The Conway at Huxley Yards will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

Return of Permanently Absent Family Members

Any adult family member, who moves from the dwelling unit to establish a new household:

- shall be removed from the lease;
- will be considered as permanently absent;
- may not re-join the household or be re-admitted to the unit; and
- must apply as a new applicant for placement on the waiting list if they intend to become a program participant.

The tenant must notify The Conway at Huxley Yards of any adult family member's move-out within 10 business days of its occurrence.

Displaced Person

A displaced person(s) is one who has been displaced:

- A. from an urban renewal area;
- B. As a result of governmental actions; or
- C. As a result of a disaster determined by the President of the United States to be a major disaster.

Mobility Impairment:

Any orthopedic or physical impairment that causes a serious limitation in locomotion or motor functions in the educational environment. Mobility impairment includes, but is not limited to, the following:

- a) Impairments caused by congenital anomaly (e.g., clubfoot, absence of a
- b) body member, etc.)
- c) Impairment caused by disease (e.g., poliomyelitis, bone tuberculosis, etc.)
- d) Impairments from other causes (e.g., cerebral palsy, amputation, fractures and
- e) burns that can cause contractors)
- f) Other conditions in this category include: carpal tunnel, arthritis, spinal cord
- g) injury, post polio, multiple sclerosis, muscular dystrophy, back injury, etc.
- h) Mobility impairment does not apply to a mobility limitation due to seeing, hearing, or
- i) psychological limitations or mobility limitations resulting from brain trauma (ABI).
- j) Mobility Impairment can be verified, if possible, by the personal observation of a OSD
- k) professional staff member with the OSD Director's review, by documentation from a physician,
- l) or through documentation from a referring agency that obtains its verification from a
- m) physician.

Elderly Household

An elderly household consists of either a single person or family where the head, spouse, or co-head is at least 62 years old or disabled. The household may be two or more elderly or disabled persons who are living together, or one or more such persons living with someone essential to their care or well-being, i.e., "a live-in aide/attendant".

Disabled

A disabled person is a person who:

- a. Has a disability, as defined in 42 U.S.C. 423;
- b. Is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death, or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
- c. Is determined, to have a physical, mental, or emotional impairment that:
 - 1. Is expected to be long-continued and indefinite duration,
 - 2. Substantially impedes his or her ability to live independently, and

3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- d. Has a developmental disability, as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 (8)), i.e., a person with a severe chronic disability that:
 1. Is attributable to a mental or physical impairment or combination of mental and physical impairments
 2. Is manifested before the person attains age 22
 3. Is likely to continue indefinitely
- e. Results in substantial functional limitation in three or more of the following areas of major life activity:
 - Self-care,
 - Receptive and expressive language,
 - Learning,
 - Mobility,
 - Self-direction,
 - Capacity for independent living, and
 - Economic self-sufficiency; and
 - Reflects the person's need for a combination and sequence of special,
 - interdisciplinary, or generic care, treatment, or other services that are of
 - lifelong or extended duration and are individually planned and coordinated.
- f. Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
- g. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
- h. Means person with disabilities (individual with disabilities), as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

Live-In Aide [24 CFR 5.403]

Live-in aide means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- (1) is determined to be essential to the care and well-being of the persons,
- (2) is not obligated for the support of the persons, and
- (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

The Conway at Huxley Yards must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by a family member with disabilities.

A live-in aide is a member of the household [24 CFR 5.100], not the family, and the income of the aide is not considered in income calculations [24 CFR 5.609(c)(5)]. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable healthcare provider that the live-in aide is essential for the care and well-being of the elderly, near elderly, or disabled family member. For continued approval, the family must submit a new, written request—subject to The Conway at Huxley Yards's verification—at each annual reexamination.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is:

- (1) Not obligated for the support of the person(s) needing the care, and
- (2) Would not be living in the unit except to provide the necessary supportive services.
- (3) Live-in aides must be at least 18 years of age.

The Conway at Huxley Yards has the discretion not to approve a particular person as a live-in aide, and may withdraw such approval, if:

- The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- The person has a history of drug-related criminal activity or violent criminal activity, has engaged in negative behavior or criminal activity under The Conway at Huxley Yards's screening criteria, or if the person has engaged in or threatened violent or abusive behavior toward The Conway at Huxley Yards's personnel, The Conway at Huxley Yards's contractors, or The Conway at Huxley Yards's tenants.
- The person currently owes rent or other amounts to The Conway at Huxley Yards or to another PHA in connection with a federally assisted housing program under the U. S. Housing Act of 1937.

The Conway at Huxley Yards will notify the family in writing of its decision to approve or not to approve a particular person as a live-in aide upon receiving a request for a live-in aide, and all required documentation related to the request, including a Live-in aide's requirement to provide a Social Security number to The Conway at Huxley Yards. Live-in aides or their family members are not entitled to The Conway at Huxley Yards's grievance hearing process.

Appendix F – In-House Transfers

With limited exceptions, transfers among units are NOT permitted and vacant units will be filled from the waitlist. Exceptions shall be limited to situations that address a request for reasonable accommodation or for other emergency or significant housing or health need.

Appendix G – Repayment Agreements

Households are obligated to reimburse HUD if they are charged less rent than required by HUD's rent formula due to under reporting or failure to report income. The household is required to reimburse the management for the difference between the rent that should have been paid and the rent that was charged. Management, in turn, reimburses HUD on behalf of the household.

- If the household falsely certifies income at time of move-in, no repayment plan will be offered. The entire amount will be due by a specified date.
- If management has entered into a repayment agreement with a household on two prior occasions no other repayment plan will be offered, any future monies owed the government will be due and payable in total by a

specified date.

- All changes in household income must be reported to management within 10 days from date of occurrence. Failure to do so when income increases may result in a repayment agreement.
- Households, who refuse to repay HUD's overpayment of subsidy amounts due will be in noncompliance with their lease and may be subject to termination of subsidy and tenancy.
- Repayment Options must be agreed to by Owner and the affected households and may be paid in the following manner:
 - In a lump sum payment; or
 - By entering into a prepayment agreement with the Landlord; or
 - A combination of both.
- It is the policy of the Landlord to request a lump sum payment of 10% of the total amount owed or \$300, whichever is greater.
- De Minimis Errors in Income Determinations- If The Conway at Huxley Yards is to take corrective action to credit a resident for an overpayment due to errors calculating the household income. The Conway at Huxley Yards will issue a credit to the resident on their residential ledger and convey the rent due for the subsequent rent period.

Note: If there have been any overcharges of monthly rent that the household has paid, the household will have the choice of receiving a reimbursement check or rent credit

Appendix H – Prohibited Dog Breeds

The following breeds are restricted: Rottweiler, German Shepherd, Doberman, Pit Bull, Chow, and any mix thereof.

Appendix I – Limited English Proficiency (LEP)

The Conway at Huxley Yards will take reasonable steps to ensure meaningful access to the information and services they provide for persons with Limited English Proficiency (LEP). Persons with LEP are The Conway at Huxley Yards's housing applicants and resident families, who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. In order to determine the level of access needed by LEP persons, The Conway at Huxley Yards will balance the following four factors:

- 1) The number or proportion of LEP persons eligible to be served or likely to be encountered by The Conway at Huxley Yards's housing program;

- 2) The frequency with which LEP persons come into contact with the program;
- 3) The nature and importance of the program, activity, or service provided by the program to people's lives; and
- 4) The resources available to The Conway at Huxley Yards's and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens at The Conway at Huxley Yards.

The Conway at Huxley Yards will utilize a language line for telephone interpreter services. When exercising the option to conduct remote briefings or hearings, however, The Conway at Huxley Yards will coordinate with a remote interpretation service, which, when available, uses video conferencing technology rather than voice-only interpretation.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by The Conway at Huxley Yards. The Conway at Huxley Yards, at its discretion, may choose to use the language services even when LEP persons desire to use an interpreter of their choosing. The interpreter may be a family member or friend. If the interpreter chosen by the family is a minor, The Conway at Huxley Yards will not rely on the minor to serve as the interpreter.

The Conway at Huxley Yards will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits. Where feasible and possible, The Conway at Huxley Yards will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, will standardize documents, and encourage the use of qualified community volunteers.

The Conway at Huxley Yards will take the following steps when approaching the replacement of written text from one language into an equivalent written text in another language:

- Provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or
- If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, The Conway at Huxley Yards may not translate vital written materials, but will provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

If it is determined that The Conway at Huxley Yards serves very few LEP persons, and The Conway at Huxley Yards has very limited resources, The Conway at Huxley Yards will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.

Appendix J – Unit Inspections

Overview

HUD rules require The Conway at Huxley Yards to inspect each dwelling unit prior to move-in, at move-out, and annually during the period of occupancy. In addition, The Conway at Huxley Yards may require additional inspections, in accordance with The Conway at Huxley Yards Policy.

Move-In Inspections

The lease must require The Conway at Huxley Yards and the family to inspect the dwelling unit prior to occupancy in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by The Conway at Huxley Yards and the resident, must be provided to the tenant, and be kept in the resident file. Any adult family member may attend the initial inspection and sign the inspection form for the head of household.

Move-Out Inspections

The Conway at Huxley Yards must inspect the unit at the time the resident vacates the unit and must allow the resident to participate in the inspection if he or she wishes unless the tenant vacates without notice to The Conway at Huxley Yards. The difference between the condition of the unit at move-in and move-out establishes the basis for any charges against the security deposit so long as the work needed exceeds that for normal wear and tear. When applicable, The Conway at Huxley Yards will provide the tenant with a statement of charges to be made for maintenance and damage beyond normal wear and tear, within 21 days of conducting the move-out inspection.

Annual Inspections [24 CFR 5.705]

The Conway at Huxley Yards is required to inspect all occupied units annually using HUD's Uniform Physical Condition Standards (UPCS) in 24 CFR 5, Subpart G, Physical Condition Standards and Inspection Requirements, to conduct annual project inspections. These standards address the inspection of the site area, building systems and components, and dwelling units.

Quality Control Inspections

The purpose of quality control inspections is to assure that all defects were identified in the original inspection, and that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame. Supervisory quality control inspections will be conducted in accordance with The Conway at Huxley Yards's maintenance plan.

Special Inspections

The Conway at Huxley Yards staff may conduct a special inspection for any of the following reasons:

- Housekeeping
- Unit condition
- Suspected lease violation
- Preventive maintenance
- Routine maintenance
- There is reasonable cause to believe an emergency exist

Other Inspections

Building exteriors, grounds, common areas and systems will be inspected according to The Conway at Huxley Yards's maintenance plan.

Notice and Scheduling of Inspections

Non-emergency Entries

The Conway at Huxley Yards may enter the unit, with reasonable advance notification to perform routine inspections and maintenance, make improvements and repairs, or to show the unit for re-leasing. The Conway at Huxley Yards will notify the resident in writing at least 24 hours prior to any non-emergency inspection.

For regular annual inspections, the family will receive at least 2 weeks written notice of the inspection to allow the family to prepare the unit for the inspection.

Entry for repairs requested by the family will not require prior notice. Resident-requested repairs presume permission for The Conway at Huxley Yards to enter the unit.

Emergency Entries

The Conway at Huxley Yards may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, The Conway at Huxley Yards must leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling unit.

Scheduling of Inspections

Inspections will be conducted during business hours. If a family needs to reschedule an inspection due to a medical situation, they must notify The Conway at Huxley Yards at least 24 hours prior to the scheduled inspection. The Conway at Huxley Yards will reschedule the inspection no more than once unless the resident has a verifiable good cause to delay the inspection. The Conway at Huxley Yards will not reschedule an inspection without verifiable medical documentation.

Attendance at Inspections

Except at move-in inspections, the resident is not required to be present for the inspection. The resident may attend the inspection if he or she wishes. If no one is at home, the inspector will enter the unit, conduct the inspection and leave a copy of the inspection report in the unit.

Inspection Results

The Conway at Huxley Yards is obligated to maintain dwelling units and the development in decent, safe and sanitary condition and to make necessary repairs to dwelling units.

Residents are required to report needed repairs in a timely manner and may be subject to a \$50 maintenance fee if deficiencies are noted during an inspection.

Residents are required to pass all inspections to meet building, zoning, housing, health, and fire codes, as well as to meet HUD regulations affecting health, safety, and property.

For units requiring re-inspection, residents will be responsible for paying a \$50 re-inspection fee. Failure to pass

any inspection may result in termination of tenancy.

Emergency Repairs

If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the tenant must immediately notify The Conway at Huxley Yards of the damage, and The Conway at Huxley Yards must make repairs within a reasonable time frame.

If the damage was caused by a household member or guest, The Conway at Huxley Yards must charge the family for the reasonable cost of repairs. The Conway at Huxley Yards may also take lease enforcement action against the family. Rent shall not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.

When conditions in the unit are hazardous to life, health, or safety, The Conway at Huxley Yards will make repairs or otherwise abate the situation within 24 hours.

Defects hazardous to life, health or safety include, but are not limited to, the following:

- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Natural or LP gas or fuel oil leaks
- Any electrical problem or condition that could result in shock or fire
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit
- Utilities not in service, including no running hot water
- Conditions that present the imminent possibility of injury
- Obstacles that prevent safe entrance or exit from the unit
- Absence of a functioning toilet in the unit
- Inoperable smoke detectors

Non-Emergency Repairs

The Conway at Huxley Yards will correct non-life threatening health and safety defects within 30 days of the inspection date. If The Conway at Huxley Yards is unable to make repairs within that period due to circumstances beyond The Conway at Huxley Yards's control (e.g. required parts or services are not available, weather conditions, etc.) The Conway at Huxley Yards will notify the family of an estimated date of completion. The family must allow The Conway at Huxley Yards access to the unit to make repairs.

Resident-Caused Damages

Damages to the unit beyond wear and tear will be billed to the tenant. Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious or repeated violation of the lease.

Housekeeping

Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. In these instances, The Conway at Huxley Yards will provide proper notice of a lease violation.

A reinspection will be conducted within 30 days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a reinspection is considered a violation of the lease and may result in termination of tenancy. Residents may be subject to a \$50 re-inspection fee.

Notices of lease violation will also be issued to residents who purposely disengage any smoke alarms on The Conway at Huxley Yards property. Only one warning will be given. A second incidence will result in lease termination. Residents will be responsible for any local Fire Department fines incurred for the tampering, removing, altering, damaging, or otherwise rendering of any smoke alarm inoperable.

Additional Criteria

Additional criteria established by applicable state and local ordinance(s) are considered part of this policy. The Conway at Huxley Yards will give tenants 30 days written notice prior to implementing new house rules. Wisconsin Management Company (The Conway at Huxley Yards) reserves the right to make changes to this Tenant Selection Plan as needed to better serve the needs of The Conway at Huxley Yards and the Community at large to ensure resident safety and satisfaction at The Conway at Huxley Yards.

Appendix K – Hardship Exemptions for Health/Medical Care Expenses and Reasonable Attendant Care of Auxiliary Apparatus Expenses.

The Conway at Huxley Yards will provide hardship relief to a family that demonstrates its eligible health and medical care expenses, or reasonable attendant care and auxiliary apparatus expenses exceed 5% of the family’s annual income. If the following circumstance arise:

- An increase in health and medical care, reasonable attendant care, and auxiliary apparatus expenses constitutes a qualifying eligibility factor under 24 CFR 5.611(c)(2)(i), so long as it exceeds 5% of the family's annual income (24 CFR 5.611(c)(2)(ii)).
- To meet the requirements for the health and medical care expense hardship exemption, the family must have expenses that meet the definition of health and medical care expenses as provided by 24 CFR 5.603(b).
- To meet the requirements for the reasonable attendant care and auxiliary apparatus expenses hardship exemption, the family must have expenses that meet the definition of reasonable attendant care and auxiliary apparatus expenses at 24 CFR 5.603(b).

90-day hardship extensions will be allowable as long as the The Conway at Huxley Yards can verify via 3rd Party the need for such hardship extension with the appropriate resource (Primary Care Physician, Other Medical Professional or Care Institution).

- All families who received a deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses based on their most recent income review prior to January 1, 2024, will begin receiving the 24-month phased-in relief at their next annual or interim reexamination, whichever occurs first.
- Families who receive phased-in relief will have eligible expenses deducted as follows:
 - 1st twelve months – in excess of 5% of annual income.
 - 2nd twelve months – in excess of 7.5%. of annual income.
 - After 24 months – in excess of 10% threshold will phase in and remain in effect unless the family qualifies for General Relief.
- Once a family chooses to obtain general relief, a family may no longer receive the phased-in relief.

Applicable situations that could constitute a financial or other hardship could include:

- The Family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance.
- The family has experienced an increase in expenses, because of changed circumstances, for medical costs, childcare, transportation, education, or similar items and

The Conway at Huxley Yards will establish clear record keeping policies for hardship requests and determinations. The Conway at Huxley Yards will also obtain third-party verification of the family’s inability to pay rent and circumstances associated with the change/loss of revenue. The Conway at Huxley Yards will make all attempts necessary to obtain third-party verifications prior to the end of the 90-day period and allow extensions of the hardship period as long as the hardship can be verified via third party.

Sign below to confirm your receipt and understanding of the above criteria.

I (WE) HAVE READ THE ABOVE AND UNDERSTAND THE CRITERIA ON WHICH MY (OUR) APPLICATION WILL BE APPROVED OR DENIED.

Applicant Signature Date

Guardian or Other Applicant’s Signature Date

This tenant selection plan will be available for viewing by the public when requested.

**3. & 4. Tenant
Selection
Plan & Lease
Addendum
Certification**



WISCONSIN MANAGEMENT COMPANY

August 2, 2024

Dane County Department of Human Services
Division of Housing Access & Affordability
Attention: Ms. Jenna Wuthrich
1202 Northport Drive
Madison, WI 53704

RE: The Conway at Huxley Yards- Property Management Certification

To whom it may concern:

We appreciate your consideration of the Conway at Huxley Yard's application for Dane County's Affordable Housing Development Funds. Wisconsin Management Company (WMC) will be the Property Manager who will work in partnership with the development team and the supportive service team to bring a collaborative approach to ensure a successful development. In total WMC manages a mix of market rate and affordable apartments with a current portfolio of over a 150 properties in Wisconsin and Illinois.

WMC has been managing apartment developments across Wisconsin for over 40 years and we are a Wisconsin Housing and Economic Development Authority (WHEDA) Certified Management Agent. WMC takes great pride in maintaining our properties to meet the expectations of our residents, development partners, and the many agency partners that oversee the programs that make affordable housing development possible. Utilizing Yardi and Rent Café property management software, we have developed systems that keep our on-site property managers organized and efficient, while providing routine training opportunities for our team to continue to grow and provide top notch management services at our properties. WMC is well versed in managing complex tenant selection plans and in serving the high demands that can come with a development that provides integrative supportive housing units. We are well versed in managing developments that have Tenant Selection Plans, such as the one we have prepared for the Conway.

Please find this letter as of our certification that we have reviewed the development team's Targeted Population, Integrative Supportive Housing Plan, Tenant Selection Plan, Fair Tenant Selection Criteria(with all boxes checked yes), agreed to the County's preferred Denial Process, and agreed to include the County's Tenancy Addendum.

Corporate Headquarters
4801 Tradewinds Parkway , Madison, WI 53718

Telephone (608) 258-2080
Toll Free (800) 480-2080
Facsimile (608) 258-2090

www.wisconsinmanagement.com





WISCONSIN MANAGEMENT COMPANY

We appreciate your careful consideration and please do not hesitate to reach out if there is any additional information that can be provided. Please feel free to reach me anytime at 608-308-4236.

Sincerely,



Andi Simmons
Director of Business Development

Corporate Headquarters
4801 Tradewinds Parkway , Madison, WI 53718

Telephone (608) 258-2080
Toll Free (800) 480-2080
Facsimile (608) 258-2090

www.wisconsinmanagement.com



5. & 6.
Supportive
Service Plan
Certification &
Commitment to
End
Homelessness

August 2, 2024

RE: Conway at Huxley Yards-Commitment to End Homelessness & Supportive Service Plan

To Whom It May Concern,

The Conway at Huxley Yards team has committed to an LSS Service Coordinator to work with the tenants residing at the properties with the goal of enhancing the success of the individuals and families residing at the projects. An emphasis of services will be given to the set aside units and the targeted population at the proposed development. The services identified above will enhance independent living success and promote dignity of residents by addressing needs through a person specific approach.

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. In addition, LSS operates one rapid rehousing program within the City of Madison, as well as additional rapid rehousing programming throughout Wisconsin and Upper Michigan. LSS provides wrap around Service Coordination at other sites in the Madison and Dane County area and are familiar with the supports in the community to serve older adults, individuals and families experiencing homelessness and individuals with disabilities.

In addition to services outlined in the attached supportive services plan and supportive services agreement, LSS will assist property management in outreach efforts with community partners to raise awareness of this unique opportunity for affordable housing. LSS confirms that we have reviewed the details in the Supportive Service Plan and the Commitment to End Homelessness with 5 1-Bedroom Coordinated Entry Units for the Conway's Dane County application. LSS will work with the management company to market the low-income units to households in need and assist with application referrals to individuals currently placed on the Homelessness Prioritization list (Coordinated Entry) to the Project.

We strongly believe that through the provision of the wrap around service model, residents at the development 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 continuing our partnership with Lincoln Avenue Communities on this exciting development.

Sincerely,



Dennis Hanson

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

Supportive Service Budget

Lutheran Social Services of WI & Upper MI, Inc.
Lincoln Avenue Capital - 8hrs/week - Madison, WI
Year 1

Direct Expenses	Year 1
Positions/Salaries	
Service Coordinator - 8 hrs/week (0.2FTE)	\$9,568.00
Supervision	\$1,435.20
Total Salaries	<u>\$11,003.20</u>
Fringe Benefits	\$3,300.96
Communication Costs	\$230.00
Training, Memberships, Professional Activiity	\$175.00
Insurance and Indemnification	\$429.00
Material and Supplies	\$750.00
Small Equipment/Hardware/Software	\$140.00
Travel	\$350.00
Audit Fees	\$207.00
Direct Business Services (Billing, IT Direct Support & Quality Analysis)	\$500.00
Subtotal Direct Expenses	<u>\$17,085.16</u>
Indirect Expenses	
General & Administrative	\$2,221.07
Total Expenses	<u><u>\$19,306.23</u></u>

7. Green Registration Certification



July 24, 2024

Dane County Department of Human Services
Division of Housing Access & Affordability
Attention: Ms. Jenna Wuthrich
1202 Northport Drive
Madison, WI 53704

RE: Green Registration Certification- The Conway at Huxley Yards

To whom it may concern:

I am writing to confirm that The Conway will be certified as a ENERGY STAR Multifamily New Construction, EPA Indoor airPLUS, and a Wisconsin Green Built Homes Gold Standard development. Additionally, we've submitted an initial application to Focus on Energy.

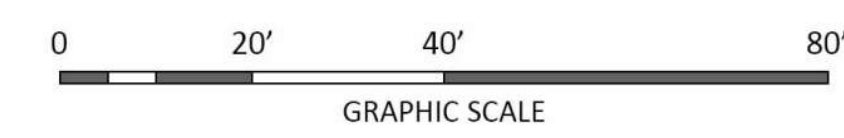
If you have any questions regarding this letter, please feel free to reach me at (608) 836-3690.

Sincerely,

A handwritten signature in black ink that reads 'Kevin Burow'. The signature is written in a cursive, flowing style.

Kevin Burow, AIA, NCARB, LEED A.P.
Managing Member

8. Site Plan & Rendering



Concept Site Plan

Conway at Huxley
Commercial Ave., Madison

NEIGHBORHOOD PRESENTATION | 2024.07.08 | 2401





Concept Image

Lincoln Huxley Commerical Avenue
Huxley St / Commercial Ave. Madison, Wisconsin

REVIEW | 2024.07.08 | 2401





Concept Image

Lincoln Huxley Commerical Avenue
Huxley St / Commercial Ave. Madison, Wisconsin

REVIEW | 2024.07.08 | 2401



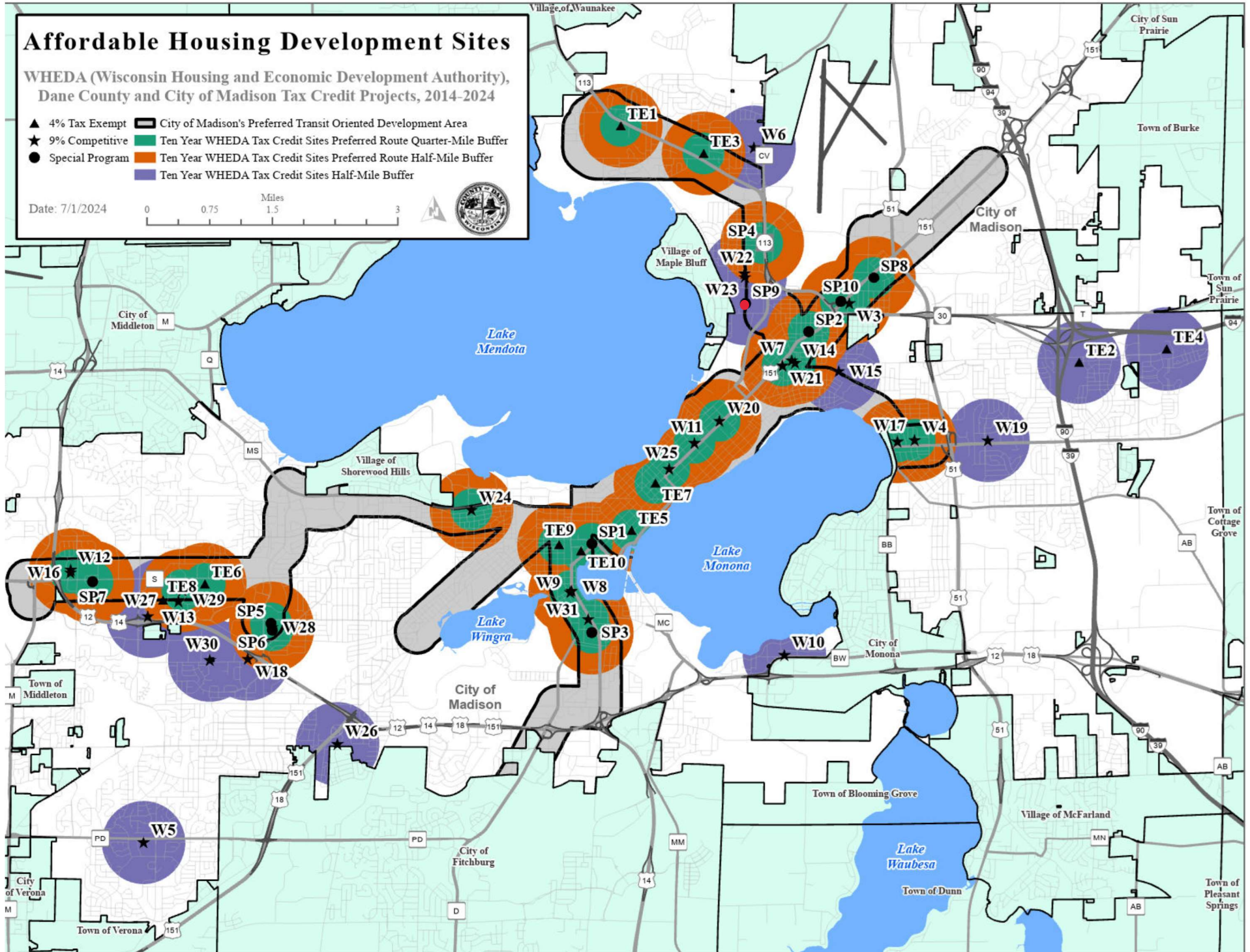
**9. Quarter Mile
Radius Map-
Attachment A**

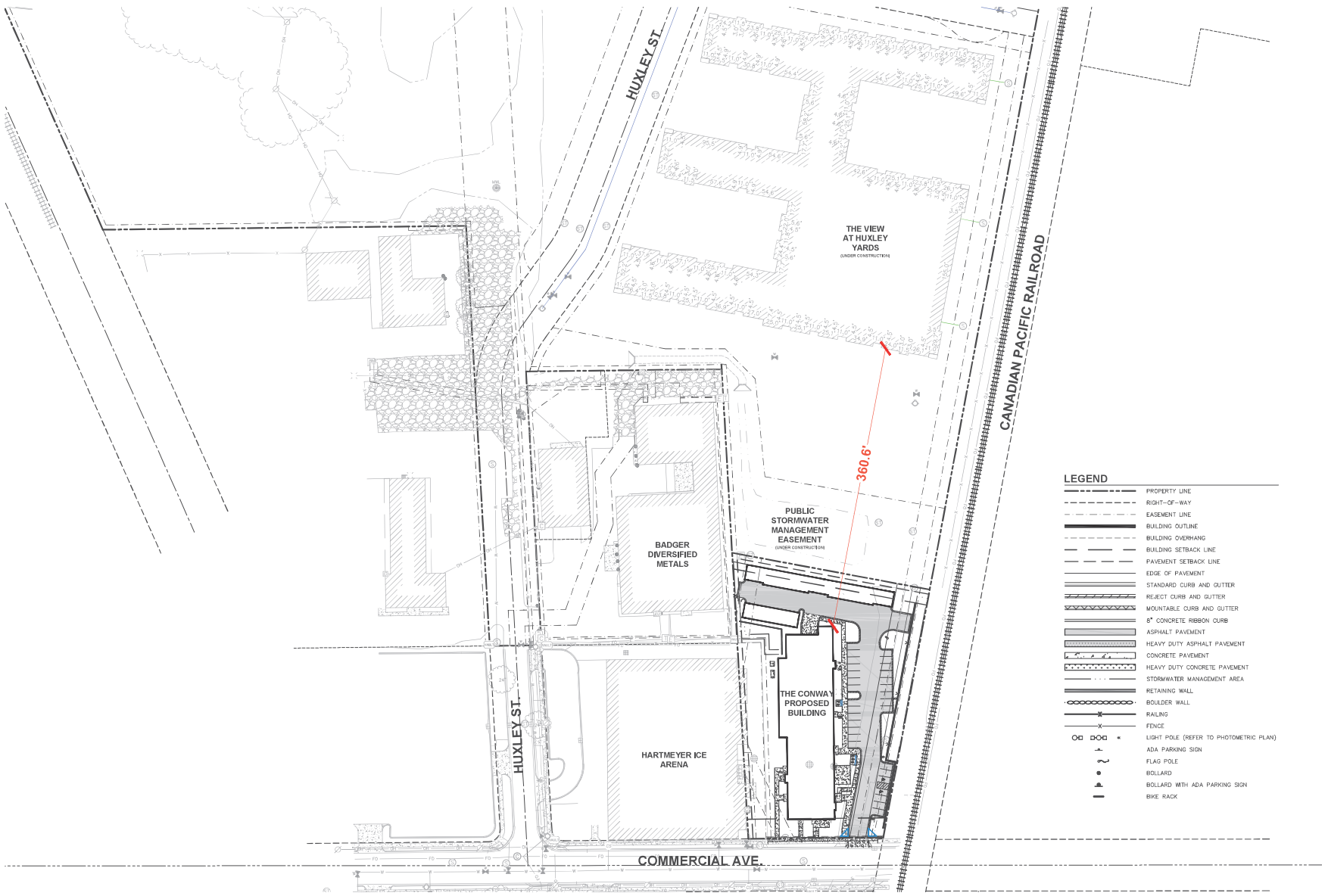
Memo to the Record- Quarter Mile Radius & City Preferred TOD Cert

Map from Nearest Applicable Property is below- With the View & Victoria part of the Huxley Yards Development (see scoring summary for more details). 081031307011 is the current parcel number for the Conway and the View, as they are part of the same master planned redevelopment (see JSD map showing the estimated distance between the buildings at just under 0.07 miles). The Oscar Apartments (Parcel# 081031300792) are the closest applicable apartments on the list at about 0.36 Miles. With the closest development that is not part of the Huxley Yards development and the Conway also located within the City's Preferred TOD (see confirmation from Julie Spears with the City) it qualifies the development for 10 Points.



See Red Dot for Site with SP9 not applicable with site located within the City's Preferred TOD & closest applicable other project is W23 at around 0.36 Miles Away





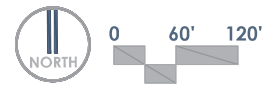
LEGEND

	PROPERTY LINE
	RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING OUTLINE
	BUILDING OVERHANG
	BUILDING SETBACK LINE
	PAVEMENT SETBACK LINE
	EDGE OF PAVEMENT
	STANDARD CURB AND GUTTER
	REJECT CURB AND GUTTER
	MOUNTABLE CURB AND GUTTER
	8" CONCRETE RIBBON CURB
	ASPHALT PAVEMENT
	HEAVY DUTY ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT
	STORMWATER MANAGEMENT AREA
	RETAINING WALL
	BOULDER WALL
	RAILING
	FENCE
	LIGHT POLE (REFER TO PHOTOMETRIC PLAN)
	ADA PARKING SIGN
	FLAG POLE
	BOLLARD
	BOLLARD WITH ADA PARKING SIGN
	BIKE RACK

THE CONWAY
MADISON, WI

08/02/2024.

THE VIEW & CONWAY



File: \\USRP\c\projects\2022\2211381-PH3\Layouts\08-02-2024\08-02-2024.dwg, Layout: Layout1, User: mad\jason, Plotter: Aug 02, 2024, 12:27pm, 34x42

**10. LAC
Portfolio &
Development
Team
Experience**

Kevin McDonell- Vice President of Development- Deal Sheet

Project Name	# of Units	City	Funding Source	Role
Newbury Place	40	Ripon, WI	9%, AHP, & City Owned Property	LIHTC Application to Conversion
Union Square	50	Appleton, WI	9%, AHP, HOME, & TIF	LIHTC Application to Conversion
Elementary School Apartments	36	Schofield, WI	9%, Historic Tax Credits, AHP, & HOME	LIHTC Application to Conversion
Mission Village of Dodgeville	40	Dodgeville, WI	9%, AHP, & HOME	All Development Phases
Historic Berlin School	40	Berlin, WI	9%, Historic Tax Credits, & AHP	All Development Phases
Mission Village of Kaukauna	60	Kaukauna, WI	9% & HOME	All Development Phases
Parish School Apartments	47	Fond du Lac, WI	9%, Historic Tax Credits, AHP, HOME & TIF	All Development Phases
Lawler School Lofts	40	Prairie du Chien, WI	9%, Historic Tax Credits, AHP, HOME & Capital Magnet Funds	All Development Phases
Beacon Avenue Cottages	40	New London, WI	9%, AHP, HOME, & City Owned Property	All Development Phases
Historic Blue Bell Lofts	52	Columbia City, IN	9%, Historic Tax Credits, City Loan & IHCD Dev. Funds	All Development Phases
Little Crow Lofts	42	Warsaw, IN	9%, Historic Tax Credits, Tax Abatement & IHCD Dev. Funds	All Development Phases
Garden View Senior Apartments	55	Elkhart, IN	9%, Historic Tax Credits, & IHCD Dev. Funds	All Development Phases
Fourteen91 Lofts	72	Muncie, IN	9%, Historic Tax Credits, Tax Abatement, City & IHCD Dev. Funds	All Development Phases
Cottages on Main	40	Hortonville, WI	9%, AHP, HOME, & TIF	All Development Phases
Barton School Apartments	40	West Bend, WI	9%, Historic Tax Credits, AHP, HOME & Capital Magnet Funds	All Development Phases
Friar House Flats	40	Green Bay, WI	9%, Historic Tax Credits, AHP, HOME, County & City Funds	All Development Phases
Historic Walnut Square	40	Terre Haute, IN	9%, Historic Tax Credits, IHCD Dev. Funds, Tax Abatement, & AHP	All Development Phases
The Ace	70	Madison, WI	9%, AHP, HOME, City of Madison, Dane County & Freddie Mac	Structured & Received Entitlements
Horicon School Apartments	40	Horicon, WI	9%, Historic Tax Credits, AHP, & HOME	All Development Phases
Muskego School Apartments	40	Muskego, WI	9%, Historic Tax Credits, AHP, & HOME	All Development Phases
Spartan Lofts	40	Sparta, WI	9%, Historic Tax Credits, AHP, & HOME	Structured & Received Entitlements
Forest Edge Apartments	40	Lac du Flambeau, WI	9%, ARPA, CMF, HTF, AHP, & HOME	All Development Phases
The Canyons	60	Madison, WI	9%, Dane County, AHP & Vacancy to Vitality	All Development Phases
The View at Huxley Yards	303	Madison, WI	4%, TIF, & WEDC Brownfield Grant	All Development Phases
The Victoria at Huxley Yards	250	Madison, WI	4% & TIF	All Development Phases
Conway at Huxley Yards	50	Madison, WI	TBD- 9%	All Development Phases
Flats at Bishop's Woods	203	Brookfield, WI	4%, Vacancy to Vitality, & Fannie Mae	All Development Phases
Derby Apartments (fka Summit)	70	Madison, WI	9%, AHP, Dane County, Vacancy to Vitality, UWDC & Freddie Mac	All Development Phases

Total # of Units

1940

Total Cost

Total # of Developments

28

*Highlighted Projects are Historic Adaptive Reuse

LAC Company

Introduction

ROOTED in IMPACT



2022



IMPACT REPORT





**Providing Affordable Homes.
Strengthening Communities.**

Table of Contents

1



2



3



4



5



A MESSAGE FROM OUR CEO 4

OUR COMPANY 5

WHO WE ARE 6

OUR TEAM 7

OUR GROWTH 8

AREAS OF FOCUS 9

CASE STUDIES 10

Preserving Affordable Homes in West Palm Beach

Promoting Affordable Housing Through the Housing Partnership Equity Trust

Partnering to Develop Affordable Homes from the Ground Up

ECONOMIC IMPACT 11

WHO WE SERVE 12

MAXIMIZING OUR IMPACT THROUGH REGIONAL GROWTH 13

REGIONAL PROJECT PARTNER SPOTLIGHT 14

RESIDENT SERVICES AND COMMUNITY IMPACT 15

OUR RESIDENT-FIRST APPROACH 16

BASEBALL HALL OF FAME 17

FAMILY RESOURCE DAYS 18

ENVIRONMENTAL SUSTAINABILITY 19

INVESTING IN SUSTAINABILITY AND IMPROVING RESILIENCE 20

INTERQUEST RIDGE 21

LOOKING AHEAD 22

INVESTING IN ESG 23

IMPACTFUL POLICY FOR AMERICA'S HOUSING SHORTAGE 24

IN THE NEWS 25



A Message from Our CEO

Lincoln Avenue Capital was founded with the mission to expand access to high-quality, affordable homes for families, individuals, and seniors. This work is more important than ever amid historic inflation and a nationwide housing affordability crisis that have weighed heavily on communities across the country.



*Today, we're proud that more than **50,000 residents at 119 properties across 22 states** call an LAC community their home.*

These complex challenges have inspired us to continue developing innovative housing solutions that embody the bold and creative spirit of our growing company. Over the past year, we've reaffirmed our commitment to preserve and create thousands of affordable housing units, and we are excited to have recently broken ground on several ground-up developments, adding much-needed units to communities across the country.

Today, we're proud that more than 50,000 residents at 119 properties across 22 states call an LAC community their home. We've maintained a resident-first approach across our portfolio, connecting families, individuals, and seniors with local organizations, health resources, and opportunities to further their educational and career goals. We've also deepened our commitment to advancing stakeholder engagement,

sustainability, and corporate responsibility principles and identified new ways to expand partnerships with like-minded community leaders, businesses, and nonprofits.

Rooted in Impact, our 2022 Impact Report, highlights the transformative effect of quality, affordable homes not only on individual livelihoods, but also on the local communities we serve. We're excited to continue this important work in 2023 as we strive to expand our impact as one of the leading affordable housing developers in the United States.

Jeremy Bronfman, *Chief Executive Officer*

1

OUR COMPANY



Who We Are

Lincoln Avenue Capital is one of the nation's leading providers of affordable housing.



We work to expand access to high-quality, sustainable, and affordable homes in communities where they're needed through acquisitions, rehabilitations, and ground-up developments.

Our fast-growing team of leading industry professionals is at the forefront of creating and implementing innovative solutions to America's affordable housing shortage, with a focus on delivering financial, social, and environmental returns.



Our Firm at a Glance



119 communities



22,000 units



22 states



105 team members



Our Organization:



Our Team

Lincoln Avenue Capital is headquartered in New York City and Santa Monica, with regional offices in Colorado, Texas, and Virginia, and additional team members in 13 states throughout the country. We have a national perspective and deep local knowledge of real estate development in a variety of markets.

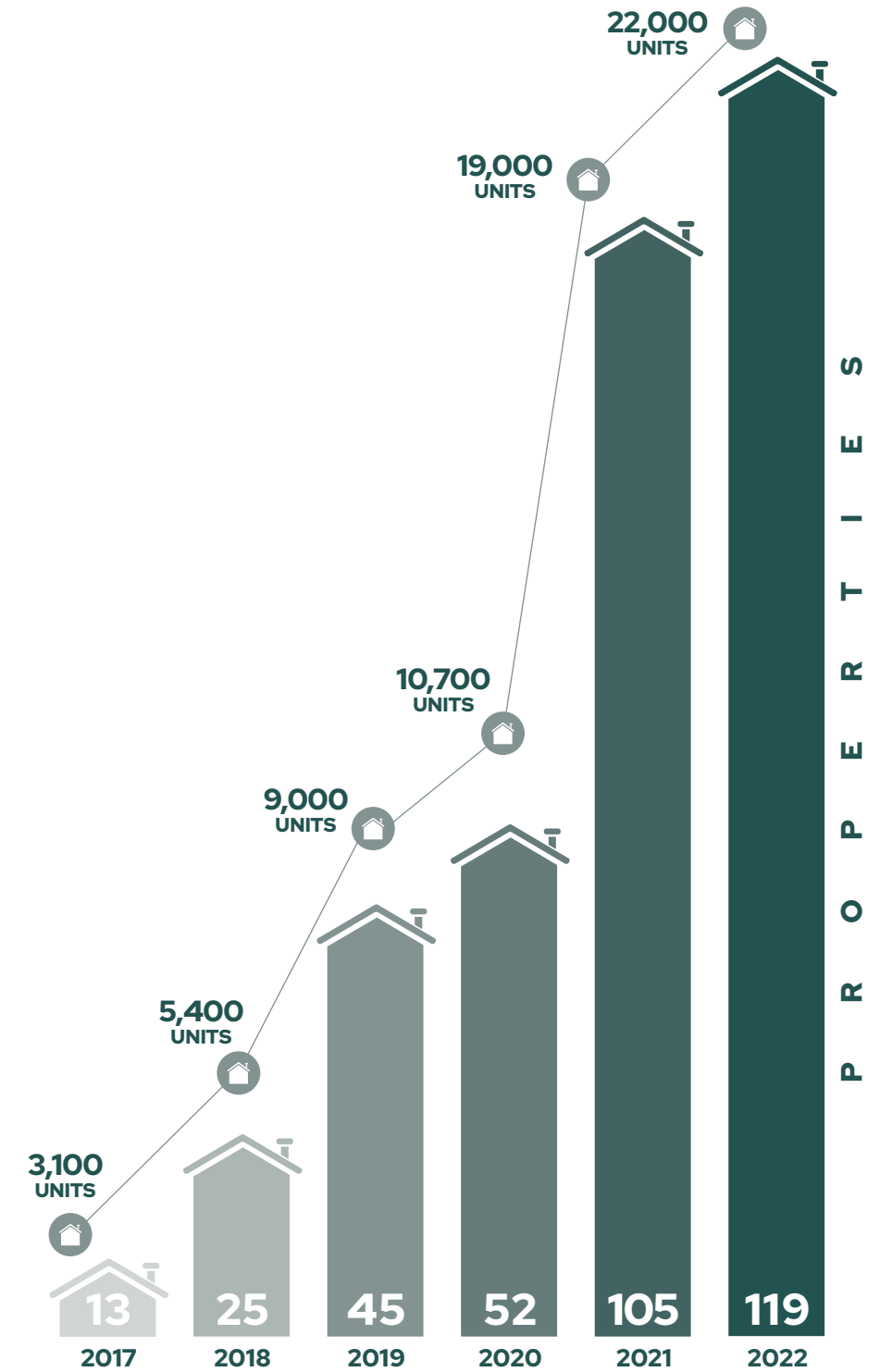
Serving Residents in 22 States



- Arizona
- Arkansas
- California
- Florida
- Georgia
- Illinois
- Indiana
- Kentucky
- Louisiana
- Maryland
- Michigan
- Minnesota
- North Carolina
- Nevada
- New York
- Oregon
- South Carolina
- Tennessee
- Texas
- Virginia
- Washington
- Wyoming

Our Growth

Lincoln Avenue Capital acquired more than 4,000 units across 24 properties to its portfolio in 2022, expanding to new states including Arizona, Maryland, Minnesota, and Wyoming and throughout communities in need of affordable housing. **LAC now provides housing to Americans in 22 states – with more to come in the year ahead.**



Areas of Focus

How We're Addressing America's Affordable Housing Shortage



Americans are struggling with escalating housing costs in communities throughout the country. To help confront this crisis, Lincoln Avenue Capital works to preserve existing affordable housing and to develop new units that add to the nation's affordable and workforce housing supply.



New Construction

Developing new units is essential to expanding the nation's housing stock. We are accelerating our efforts to build new affordable homes from the ground up throughout the United States.

Preservation

LAC is committed to preserving existing affordable housing properties, to ensure that these critical units are not converted to market-rate rentals. We work to not only protect the affordability of current units, but also to enhance the quality of the homes that we provide for our residents.

Workforce Housing

Lincoln Avenue Capital provides long-term stability for working families and individuals by preserving at-risk naturally occurring affordable housing (NOAH) for residents earning between 80% - 120% of the local area median income (AMI), allowing more people to live closer to where they work.



Preserving Affordable Homes in West Palm Beach

The Greater South Florida region has experienced substantial economic and population growth in recent years. With housing costs rising in tandem, there is a significant need for long-term affordable housing options within the community.

- Lincoln Avenue Capital acquired Malibu Bay, a 264-unit community located near the West Palm Beach waterfront, in 2020. The acquisition includes a 30-year sustainability component.
- With financing from the Housing Finance Authority of Palm Beach County, Citi Community Capital, and the Florida Housing Finance Corporation, LAC invested \$8 million into renovating the property. This included full interior unit renovations, kitchen and appliance upgrades, and reimagined gardening and landscaping.
- The renovations also incorporated sustainability features, including low-flow plumbing and water fixtures, high-efficiency LED lighting, and energy-efficient appliances and systems, helping prolong the life of the property.

Promoting Affordable Housing Through the Housing Partnership Equity Trust



In early 2022, Lincoln Avenue Capital acquired a majority stake in the Housing Partnership Equity Trust (HPET), a social purpose real estate investment fund that invests in affordable housing across the United States.

- Established in 2012, HPET was built on the idea that more private capital would be attracted to affordable housing if a real estate investment trust (REIT) could be formed with some of the nation’s largest and most respected nonprofit developers and operators of affordable multifamily housing.

“Building and preserving affordable housing is one of the most important social causes of our time. HPET has pioneered and proven a powerful model for bringing together private and nonprofit partners to develop and sustain affordable and workforce housing that strengthens communities. Lincoln Avenue Capital is well equipped to build on this success.”

—Jeremy Bronfman, CEO and Founder

Partnering to Develop Affordable Homes from the Ground Up

In 2022, Lincoln Avenue Capital accelerated its efforts to add new affordable homes to the nation’s housing stock by acquiring two land parcels in the Tampa Bay area. On these lots, LAC is building a new family and senior community from the ground up.

- The two properties, The Savoy at 301 and the 301 Flats, will provide 572 new, income-restricted housing units, including 248 senior units, to one of the nation’s fastest-growing metro areas.
- The property will maintain rent restrictions for at least 30 years, providing long-term stability for residents.



BRADENTON, FLORIDA

2
LOTS

572
UNITS

248
SENIOR UNITS



ECONOMIC IMPACT



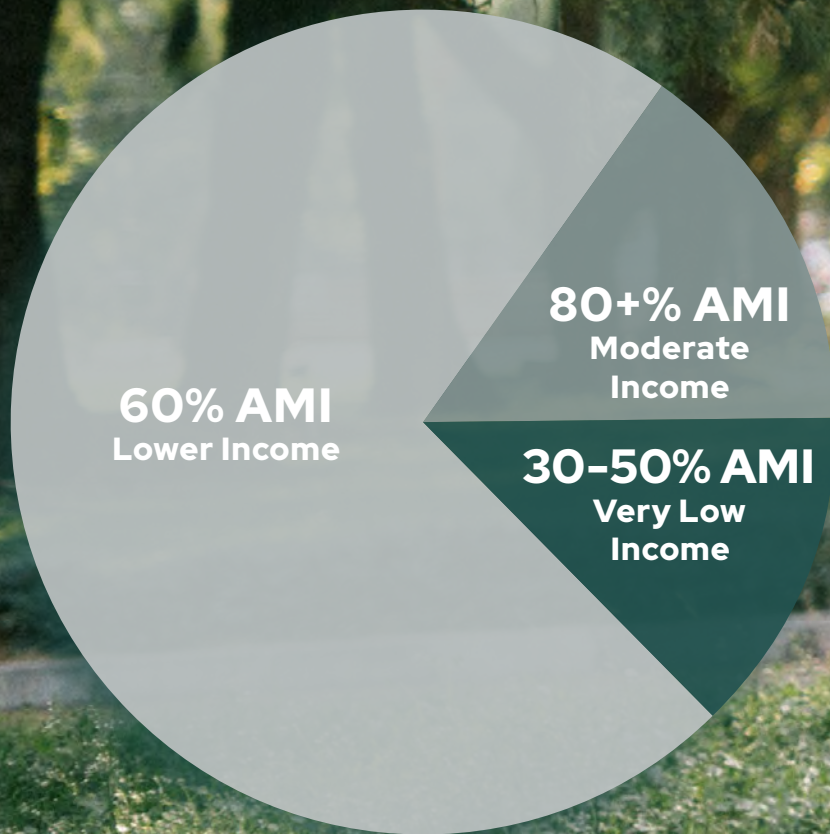
“Increasing access to high-quality, affordable homes improves life for all Americans. Lincoln Avenue Capital is committed to leveraging innovative solutions to address the nation’s affordable housing crisis and provide greater financial stability for individuals, seniors, and families.”

— **Eli Bronfman**
Managing Partner



Who We Serve

LAC is proud to be a leading developer of quality, affordable homes in communities throughout the United States. Today, we serve lower- and middle-income individuals, families, and seniors in 22 states.



*These statistics reflect properties for which LAC is the general partner.





Maximizing Our Impact Through Regional Growth

In 2022, LAC expanded its impact in communities throughout the United States through an emphasis on regional growth and utilization of the 9% Low Income Housing Tax Credit. Supported by new offices in Colorado, Texas, and Virginia, as well as our nine regional project partners throughout the country, LAC's pipeline of new ground-up affordable developments has grown significantly over the past year.



Policymakers could spur the construction of nearly 300,000 affordable units over the next decade.

Advocating for Affordable Housing Policy Improvements

The 9% Low-Income Housing Tax Credit (LIHTC) is a vital tool used by affordable housing organizations to finance the development, preservation, and rehabilitation of the affordable units that communities need. The federal government caps the number of 9% LIHTCs allocated to each state. By increasing these allocations, policymakers could spur the construction of nearly 300,000 affordable units over the next decade.



2
BUILDINGS

279
UNITS

100%
AFFORDABLE

The Residences at Government Center II

Nick Bracco, Vice President and Regional Project Partner based in the Washington D.C. area, has two decades of development experience that spans thousands of units across the region.

Nick maintains deep ties to the housing community in Northern Virginia and currently serves as Board President of the Northern Virginia Affordable Housing Alliance and Executive Committee Member of the Affordable Housing Advisory Council of Fairfax County, among other local leadership positions.

Nick is currently leading LAC’s ground-up development of the Residences at Government Center II in Fairfax, Va., a planned two-building, 279-unit property that will be 100% affordable in one of the nation’s most expensive rental

markets. The majority of units will be available to individuals and families earning 60% of the area median income (AMI).

The property will be situated at the foot of the Fairfax County Government Center and include space for a variety of support services including daycare, telehealth, educational programs, multi-purpose lawns, and other publicly available services. Programs will be operated by Cornerstones, Inc., a local nonprofit partner in Reston, Va.



Regional Project Partner Spotlight – Nick Bracco

LAC’s robust network of Regional Project Partners (RPPs) allows us to implement innovative solutions to the housing shortages in communities throughout the United States. Our RPPs have spent years and sometimes decades living and working in their communities, giving them unique insight, motivation, and a solutions-oriented approach to their work.



“Northern Virginia is not just where I work, it’s where I call home. Partnering with Lincoln Avenue Capital’s expert team to help alleviate the housing challenges that many families are experiencing in my community—which has an acutely growing need for affordable housing—is a deeply fulfilling and personal opportunity.”

– **Nick Bracco**
Vice President and Regional Project Partner for Virginia, Maryland, and the District of Columbia.

RESIDENT SERVICES AND COMMUNITY IMPACT



Our Approach to Asset Services

Lincoln Avenue Capital believes that a quality, affordable home can be a building block to a better future.



We're proud to invest not only in our properties, but also in our residents through a variety of programs and on-site resources.

Our Resident-First Approach

- LAC hosts Family Resource Days across the country to connect our residents with local nonprofits and service providers. In 2022, we hosted eight Family Resource Days to help our residents access educational and career development programs, nutrition assistance, health services, and many other valuable resources.
- The services we provide are driven by direct input from our residents, through initiatives like resident surveys that help our team identify and address their needs.



Leading Property Management with Local Roots

The property management firms that serve our residents have deep ties to the communities in which they operate, and they share our commitment to making a lasting impact on the lives of our residents.





Baseball Hall of Fame

“The Baseball Hall of Fame’s afterschool program has enhanced the lives of families at Lincoln Avenue Capital’s properties by bringing students of the community together to engage in educational activities.”

– Ashley Lunt,
program instructor
at Zephyr Pointe
Apartments in
Reno, Nev.

Lincoln Avenue Capital continued its work with the Baseball Hall of Fame and Morgan Stanley to provide educational opportunities for students in lower-income communities, including at LAC properties. The Multi-City Afterschool Program is an award-winning educational curriculum that teaches core subjects for third-grade through eighth-grade students through the lens of baseball.



In July 2022, LAC, Morgan Stanley and the Hall of Fame sponsored and coordinated a field trip for children and parents in Chatsworth, Calif., to visit Play Ball Park at Major League Baseball All-Star Week in Los Angeles. Through this interactive event, residents of Waterstone Apartments – our 354-unit affordable and workforce housing community in Chatsworth – participated in educational activities such as baseball trivia, a “Tools of the Trade” history of baseball equipment over the years, and other exhibits.



Family Resource Days

Family Resource Days connect our residents with local organizations that provide health care, food assistance, tutoring and career services, rental assistance, and other programs and resources. These important events are also an opportunity for residents to enjoy complimentary meals from local vendors, connect with their neighbors, and engage in a variety of outdoor activities.

In 2022, we held eight Family Resource Days across the country, including in Arlington, TX; Everett, WA; Florida City, Jacksonville, Miami, Orlando and Sanford, FL; and Summerville, SC.



“We are committed to supporting and improving the overall health and wellness of our residents through community events such as Family Resource Days, which provide our residents with the opportunity to discover and access local resources, and build a deeper sense of community.”

—Rebecca Schultz,
Vice President of
Asset Management

Family Resource Day: Paddock on Park Row

During a Family Resource Day in August, residents of Paddock on Park Row Apartments met with representatives from local service providers including the Arlington Housing Authority, Envision Center, Mission Arlington, Workforce Solutions, Wright Care Benefits and Arlington Charities. These providers shared information about employment assistance, food supplies, free cell phones, banking opportunities and afterschool programs for children, among other helpful resources.



2022

8 FAMILY RESOURCE DAYS

Children received complimentary haircuts from the A&M Barber Academy and free school supplies from LAC. Residents were also provided free meals from a local food truck. Members of the Arlington Police Department and Arlington Fire Department attended the event to meet with residents as well.



4

ENVIRONMENTAL SUSTAINABILITY



Investing in Sustainability and Improving Resiliency

LAC actively seeks opportunities to enhance the energy efficiency and environmental sustainability of its portfolio by improving water efficiency, energy efficiency, and green energy production. All LAC rehabilitations prioritize lowering utility consumption through the installation of more efficient appliances and water-use systems.

Solar Panels: In 2022, we enrolled in a portfolio-wide assessment for solar and renewable energy upgrades in partnership with the International Center for Appropriate and Sustainable Technology, with a goal of a major renewable energy implementation across our existing properties in the coming years.



Water Consumption: Malibu Bay and Cabana Club collectively saw an average reduction in water consumption of 23.5% after our renovations.

Energy Consumption at Malibu Bay, Park City, and Santa Clara II

Following our rehabilitations at three LAC properties, we achieved:

-27%

AVERAGE REDUCTION

in Source Energy Use Intensity (the total amount of raw fuel that is required to operate a property)

-29%

AVERAGE REDUCTION

in Site Energy Use Intensity (the annual amount of all the energy the properties consume on-site, regardless of the source)

-32%

AVERAGE REDUCTION

in Greenhouse Gas (GHG) Emissions (kilogram per square foot) when compared to the pre-renovation 2021 energy baseline.



Building Low Environmental Impact New Construction

As a mission-driven developer of quality, affordable homes, LAC is committed to developing communities that are both sustainable and environmentally friendly. All of LAC's ground-up construction projects utilize solar panels when appropriate, and we work with local landscape designers to create climate-conscious landscaping to reduce irrigation needs.





InterQuest Ridge

In October, LAC broke ground on InterQuest Ridge, a 240-unit ground-up development in northern Colorado Springs that will be 100% affordable. The development includes industry-leading environmental sustainability features including energy-efficient appliances, solar panels, and electric vehicle charging stations, and it will be National Green Building Standard (NGBS) Bronze Certified.

Upon completion, InterQuest Ridge will set aside 20 units to meet the housing needs of underserved veterans and their families in Colorado Springs, which has one of the highest veteran populations in the country. The property will bring high-quality affordable housing to an area with no other affordable units within five miles.

240 UNITS

20 UNITS

TO VETERANS AND THEIR FAMILIES



"As an impact-driven company, we're proud to deliver housing relief to veterans, families, and individuals in communities like Colorado Springs where sustainable, affordable homes are most needed."

—Ben Taylor, Vice President and Project Partner.

5

LOOKING AHEAD



Our Work Continues Investing in ESG



As a impact-focused affordable housing organization, LAC aims to foster communities that advance Environmental, Social, and Governance (ESG) principles.

Environmental Strategy

LAC is committed to developing a green and resilient portfolio. Our organization works with best-in-class general contractors and hires staff with deep expertise in sustainability. We leverage a range of sustainability and resiliency features, strategies, and best practices to significantly reduce the environmental impact and carbon footprint of the properties we develop and rehabilitate. Additionally, LAC is taking proactive steps to mitigate the effects of climate risks across our portfolio. This includes enrolling 39 communities in Keep Safe Florida, a comprehensive technical support system created to help affordable housing owners in the Miami, Orlando, and Tampa regions with tools and resources to assess and address threats from climate change and natural disasters. The insight we have gained through this collaboration informs our property resiliency strategy.

Social Impact

As a mission-driven affordable housing organization, we invest in the communities in which we operate. We take a resident-first approach, working thoughtfully and diligently to provide an array of on-site resources. We work with more than 60 government and nonprofit partners across the country that are attuned to their communities' needs. We look forward to expanding and measuring our impact in the coming years.



Corporate Governance

As LAC continues to grow its team and portfolio, we are committed to developing an open, merit-based working environment that supports and empowers employees. Throughout the company, LAC's policies reflect our dedication to creating opportunities for team members to excel, grow, and advance their careers.

Formalizing Our Efforts

In 2022, LAC published its inaugural *Commitment to ESG* abstract, detailing our plans to continue and expand upon existing efforts and, critically, to benchmark the impact of our work. This commitment charts the course we will follow for years to come as we develop a comprehensive, transparent, and stakeholder driven ESG strategy across our nationwide portfolio.



Impactful Policy for America's Housing Shortage

LAC is committed to supporting the community of practice around affordable housing and community development. Our key areas of advocacy focus in 2022 included:

- Advocating for the adoption of the Affordable Housing Credit Improvement Act;
- Implementing key renewable energy provisions and sustainability incentives from the Inflation Reduction Act;
- Engaging with state and local communities on leveraging state and local fiscal recovery funds to support affordable and workforce housing production; and
- Engaging of comments and testimony to 27 housing finance agencies supporting supply-side-oriented Qualified Allocation Plan (QAP) policies.

We are deeply engaged in and contributed to numerous national and state coalitions that support the strengthening and expansion of critical federal affordable resources. We are proud members of the Affordable Housing Tax Credit Coalition, the ACTION Campaign, the National Housing & Rehabilitation Association, the National Leased Housing Association, and the National Multi Housing Council, as well as more than a dozen state and local affordable housing coalitions.



Providing Innovative Policy Leadership

Thom Amdur joined Lincoln Avenue Capital in 2022 as our Senior Vice President for Policy & Impact, overseeing LAC's public affairs, state and federal policy advocacy, and impact initiatives.

A nationally recognized leader in affordable housing and community development policy, Thom previously served as President of the National Housing & Rehabilitation Association (NH&RA), where he received the NHP Foundation's Affordable Housing Advocacy Award in 2018. He contributes to numerous community development organizations and has been published in a variety of industry journals including *Tax Credit Advisor*, *Independent Banker*, and the *Novogradac Journal of Tax Credits*.

WHAT WE BRING TO THE TABLE

We bring together industry veterans and top-tier talent with diverse backgrounds and expertise.



Origination



Transactions/
Development



Asset Services



Finance &
Accounting



Construction
Management



Resident Services



Operations
(HR, Legal, etc.)

OUR TEAM

100 full-time team members

Industry-leading talent

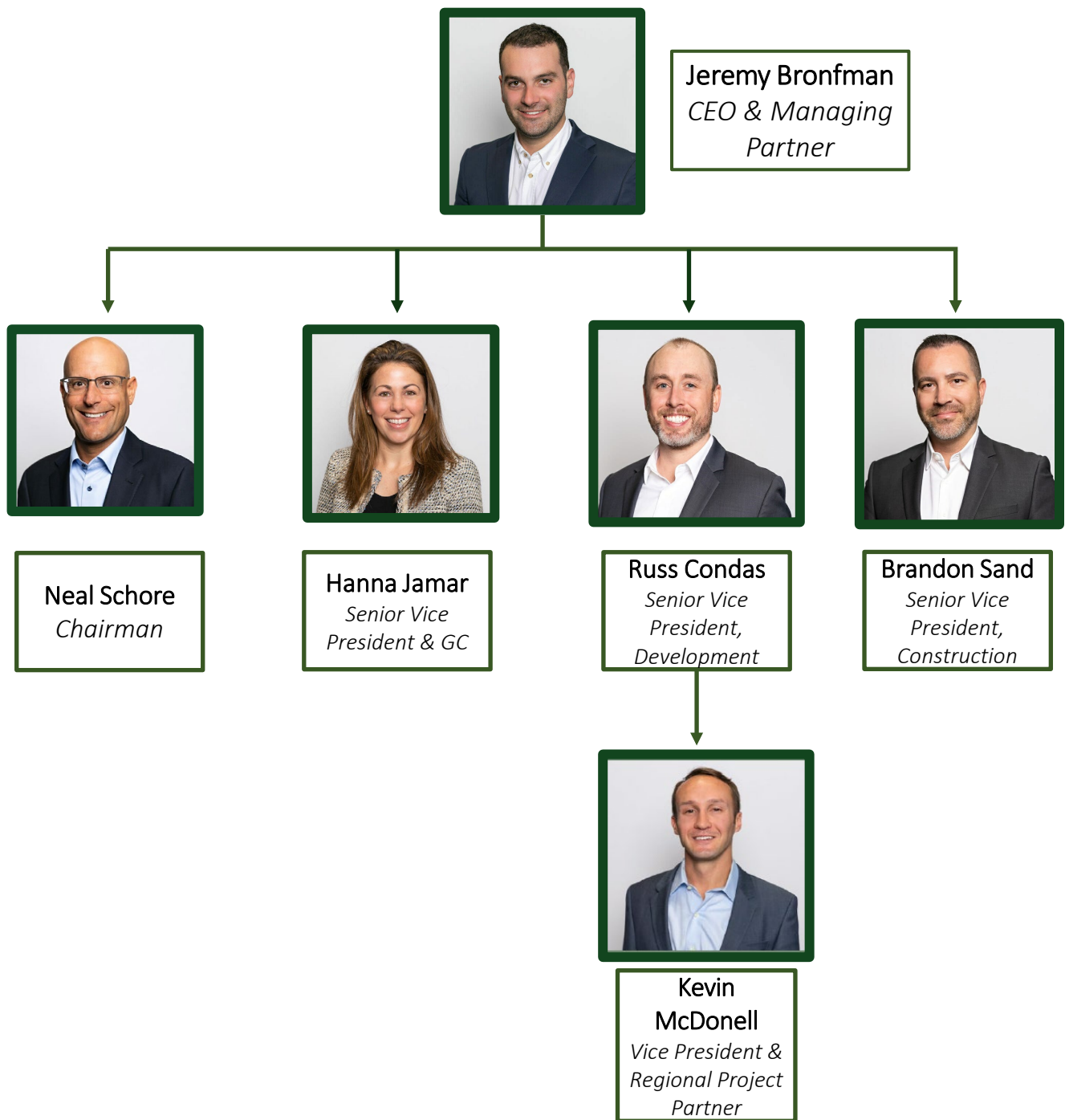
Offices in New York, Los Angeles, and Denver

Top-tier prior experience & education

LAC LEADERSHIP

LAC was founded in 2016 by Jeremy and Eli Bronfman. Since then, LAC has grown into one of the largest affordable housing owners in the nation.

Meet the Leadership Team



INVESTING IN OUR TEAM

LAC recruits and invests in top-tier industry professionals with diverse expertise. We've drawn talent from best-in-class accounting firms, investment banks, real estate companies, and private equity firms as we continue to scale our company and advance our commitment to providing high-quality affordable homes. We now have a team of over 65 employees.

JEREMY BRONFMAN

CEO, MANAGING PARTNER



Jeremy Bronfman is CEO and Managing Partner of Lincoln Avenue Capital, one of the nation's fastest-growing developers, investors, and operators of affordable housing. Previously, Jeremy served as CEO of Enigma Technologies Inc., a software company with major Fortune 500 investors and an Investment Associate at Island Capital (the parent entity of CIII Capital Partners) and JANA Partners. Jeremy began his career at Iroquois Capital, where he became a Partner and identified opportunities in PIPE investments in small cap public companies. Jeremy holds a B.A. from Stanford University and an M.B.A with distinction from Harvard University.

HANNA JAMAR

VICE PRESIDENT
GENERAL COUNSEL



Hanna Jamar is General Counsel & Vice President at Lincoln Avenue Capital where she manages the company's legal matters and oversees the legal structuring of the company's strategic initiatives. Prior to Lincoln Avenue Capital, Hanna worked at Levitt & Boccio, LLP, in New York, NY, representing real estate developers in a wide array of affordable housing real estate transactions, including low income housing tax credit transactions, joint ventures, mixed-use projects and other complex real estate projects and financings. She holds a B.A. from University of Kentucky and received her J.D. from Washington and Lee University School of Law.

RUSS CONDAS

SENIOR VICE PRESIDENT
DEVELOPMENT



Russell Condas serves as the Senior Vice President of Development for Lincoln Avenue Capital. He is responsible for the management and oversight of a growing department of talented development professionals with a focus on the creation and preservation of affordable and workforce housing throughout the United States. Over the past decade, he has successfully navigated complex transactions including new construction, acquisition & preservation, historic adaptive re-use and portfolio acquisitions, totaling approximately 5,000 affordable units.

Russell holds a B.S. from University of San Diego and a M.S. in Real Estate and Construction Management from University of Denver.

STACY KAPLOWITZ

VICE PRESIDENT,
MANAGING REG. PROJECT PARTNER



Stacy Kaplowitz is Vice President and Managing Regional Project Partner at Lincoln Avenue Capital, where she helps lead the firm's growing Regional Project Partner Development platform and runs her own deal pipeline in the Mid-Atlantic. She has more than 17 years of professional experience in affordable multifamily development and public-private partnership real estate advisory.

Stacy previously worked at KCG Development, where she established and grew the firm's Mid-Atlantic portfolio. Prior to KCG, she was with Brailsford & Dunlavey, where she developed student housing master plans for clients including Rutgers University and George Mason University. Stacy serves as Vice Chair on the Rockville Housing Enterprises Board in her hometown of Rockville, Md. She holds a B.A. from Indiana University Bloomington and a master's degree from the University of Texas at Austin's LBJ School of Public Affairs.

INVESTING IN OUR TEAM

KEVIN MCDONELL

VICE PRESIDENT &
REGIONAL PROJECT PARTNER



As a Vice President and Regional Project Partner for Lincoln Avenue Capital, Kevin is responsible for identifying development opportunities throughout Wisconsin. He is passionate about developing projects that improve neighborhoods and communities. Skilled in complex redevelopments involving multiple layers of financing, Kevin enjoys the challenges and opportunities for creativity that each unique development brings. As an expert in site selection, design, construction, property management, financial analysis, and building relationships, Kevin plays a key role throughout all stages of the development process. Kevin has developed 21 affordable housing tax credit and 15 historic adaptive reuse projects over the last seven years. Kevin holds a B.S. from the University of Wisconsin and an MBA in Real Estate and Urban Land Economics from the University of Wisconsin's James A. Graaskamp Center for Real Estate.

ANDREW WEIL

VICE PRESIDENT,
WORKFORCE HOUSING



Andrew Weil is a Vice President in Lincoln Avenue Capital's Workforce Housing group. Andrew oversees a growing team focused on acquiring and preserving at-risk naturally occurring affordable housing across the United States, with programs including both public and private partners.

Andrew has acquired over \$11 billion of real estate in his career, including over 50,000 units of multifamily and several million square feet of office properties. Prior to LAC, Andrew was Head of Multifamily Acquisitions at Spruce Capital Partners and an Associate at Starwood Capital Group. Andrew graduated Magna Cum Laude with a B.S.E from The Wharton School of Business at the University of Pennsylvania.

WES MCLEAN

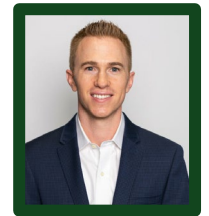
VICE PRESIDENT &
REGIONAL PROJECT PARTNER



Wes McLean serves as a Vice President and Project Partner for Lincoln Avenue Capital and is responsible for sourcing, acquiring, and developing affordable housing properties throughout the Midwest, Great Lakes Region, and East Coast of the United States. He has experience with complex financing structures, portfolio acquisitions, and has vast knowledge of the HUD section-8 program. Prior to joining LAC, Wes was involved in the acquisition and rehabilitation of 44 affordable housing properties throughout the United States, representing more than 5,800 units. Wes holds a B.A. and an MBA from Pepperdine University.

KYLE BRASSER

VICE PRESIDENT &
REGIONAL PROJECT PARTNER



Kyle serves as a Vice President and Regional Project Partner for Lincoln Avenue Capital and is responsible for sourcing, acquiring, and developing affordable housing properties in Michigan and Iowa. During his career, Kyle has developed more than 2,500 multifamily units, both affordable and market-rate, totaling over \$500 million in total development costs.

Prior to joining LAC, Kyle served as a Developer for multiple Midwest-based development firms. He holds a BBA from the Wisconsin School of Business.

INVESTING IN OUR TEAM, CONTINUED

TYLER CONGER

CHIEF FINANCIAL OFFICER
FINANCE



As Lincoln Avenue Capital's CFO, Tyler directs the Finance team and oversees corporate and property-level finance, accounting, treasury, and tax functions.

Prior to joining Lincoln Avenue Capital in 2017, Tyler was a Senior Manager with PricewaterhouseCoopers, a multinational public accounting firm. In this role, he led teams working on financial audits and advisory engagements with a variety of financial service companies, ranging from Fortune 100 public companies to private equity funds. Tyler holds a B.S. from the University of Southern California and is a Certified Public Accountant.

BRANDON SAND

SENIOR VICE PRESIDENT
CONSTRUCTION



Brandon Sand leads the design, management, and execution of construction activities at Lincoln Avenue Capital. Brandon brings over 20 years of experience in design and managing the ground up construction, remodeling, and disaster services for multifamily projects across 23 states. He is a highly experienced operations professional adept in negotiation, sales, contract management, and all aspects of construction management. Prior to LAC, Brandon spent 5 years at Dominion where he oversaw \$500 million of ground up and renovation construction, totaling 2,602 new units and 4,986 remodeled units in his tenure.



In the News

MHN Multi-Housing News
Snap Sessions: 3 KEYS TO PROPERTY MANAGEMENT SUCCESS
August 4, 2022 1:00 PM ET

Request The Housing Solution | Property Types | Markets | Webinars | Research | Markets

LAC Builds Affordable Housing in Colorado

By Anthea Rossi | August 4, 2022

Construction has already begun and the first units are slated to come online next year.

Lincoln Avenue Capital has secured financing for the construction of the affordable 240-unit InterQuest Ridge Apartments in Colorado Springs, Colo. Construction already began in July, with the first units slated to come online in the summer of 2023 and the whole project expected to wrap up in the summer of 2024. A total of 20 units will be set aside for underserved veterans and their families in Colorado Springs who are associated with the Mt. Carmel Veterans Service Center.

In April, the developer applied to receive \$43 million in tax-exempt bonds for the development. The company received \$41.3 million in bonds from Colorado Housing and Finance Authority, later assigned to Citibank. The bank also provided a \$17.7 million taxable mortgage, according to El Paso county records. Aegon provided an equity investment in federal low-income housing tax credits, while Colorado Department of Local Affairs provided a gap loan.

Affordable housing in Colorado Springs
According to public records, the property will have 30 one-bedroom units, 90 two-bedroom units, 108 three-bedroom units and 12 four-bedroom units. Community amenities are slated to include a clubhouse with a full kitchen, an outdoor pool area with seating, a covered pavilion with barbecue grills, a fitness center with a yoga room and a playground. The development will seek National Green Building Standard Bronze Certification.

[READ MORE >](#)

NH BUSINESS REVIEW
NEWS PEOPLE ADVICE OP-ED EVENTS/AWARDS
September 7, 2022 by Jeff Feingold

Builder seeks to add another 55 affordable units to proposed Manchester development

California firm previously proposed 160 apartments in two buildings

Lincoln Avenue Capital wants to build a four-story, 55-unit building across the street from this site, the former Manchester police station, where a 110-apartment building is planned. It is proposing another 50-unit building nearby.

A California-based builder of affordable housing developments around the country, which has already proposed building 160 apartments in downtown Manchester, is seeking to add another 55 to that total.

[READ MORE >](#)

FFX NOW
Fairfax County local news
January 17, 2023 at 3:00pm

Planning Commission approves affordable apartment buildings at county government center

A rendering of the proposed Residences at Government Center II development (via Fairfax County)

A major public-private partnership for affordable housing on the Fairfax County Government Center campus is moving forward.

The Fairfax County Planning Commission voted Wednesday (Jan. 11) in approval of a plan to build 291-unit apartment buildings dedicated for affordable housing, a 10,000-square-foot daycare, and a service facility on the site.

Lincoln Avenue Capital and the Fairfax County Redevelopment Housing Authority plan to develop the 4.5-acre site through the partnership, titled The Residences at Government Center II — a model that has been adopted by the county in each magisterial district to boost the stock of long-term affordable housing.

[READ MORE >](#)

15 WMTV MADISON CW
nbc15.com
Jan. 5, 2023 at 6:04 PM PST

From hot dogs to housing, first developments on former Oscar Mayer plant

After operating in Madison's north side for almost 100 years, the Oscar Mayer plant closed its doors for good in 2017.

MADISON, Wis. (WMTV) — After operating on Madison's north side for almost 100 years, the Oscar Mayer plant closed its doors for good in 2017. Now, for one of the first times since its closure, developers are breaking ground on the Oscar Mayer campus to create affordable housing.

[READ MORE >](#)

milwaukee journal sentinel
NEWS
August 12, 2022 12:22 p.m. CT
Published 9:21 a.m. CT Aug. 12, 2022 | Updated 12:22 p.m. CT Aug. 12, 2022

A 203-unit live-work development could be coming to Brookfield as part of efforts to diversify housing

A new proposal could mean Brookfield will be getting apartments with monthly rents hundreds of dollars less than typically found in the upscale community.

The city Plan Commission on Aug. 8 reviewed the 203-unit live-work project, at Bishop Way and Bishop Lane in the Bishops Woods office park.

The developer, California-based Lincoln Avenue Capital, is known for creating affordable housing spaces similar to the one proposed in Bishop Woods. Other Wisconsin developments from the company can be found in Madison.

The Bishop Woods office campus could be the site of a new live-work space after a 203-apartment complex was proposed at the Aug. 8 Brookfield Plan Commission meeting. Knothe & Bruce Architects

[READ MORE >](#)

SAN DIEGO BUSINESS JOURNAL
THE COMMUNITY OF BUSINESS™
REAL ESTATE | APARTMENTS | NEWS
August 24, 2022

National City Apartment Complex Stays Affordable

BY RAY HUARD
AUGUST 24, 2022

Map showing California cities and states, highlighting National City, CA.

[READ MORE >](#)

NEWS 4 ON YOUR SIDE
Reno, Nev. (News 4 & Fox 11) — Two large affordable apartment complexes are expected to break ground soon after the Reno City Council approved fee reductions during their meeting Wednesday.

Council members gave the final green light to the Copper Mesa apartments in the North Valleys and the Pinyon Apartments project near Moana Lane and Neil Road.

Together, the two projects will bring nearly 550 low-income units to the Reno market. Tenants will only be able to

[READ MORE >](#)



LOS ANGELES

401 Wilshire Blvd., Ste. 1070, Santa Monica, CA 90401

Tel: 1.424.222.8253

NEW YORK

680 Fifth Ave., Floor 17, New York, NY 10019

Tel: 1.646.585.5525

**Dane County
Veterans
Service Office
MOU**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made this 19 day of JANUARY, 2024 (the "Effective Date"), by and between the Dane County Veterans Service Office (CVSO), and LINCOLN CAPITAL ACQUISITION, LLC together with its successors and assigns ("Owner").

WITNESSETH

WHEREAS, the Owner is owner of a proposed affordable apartment development, that will consist of approximately 50 units on a portion of Dane County Parcel Number 081031307011 at approximately 905 Huxley Street with a future parcel number to be created, located in Madison, Wisconsin.

WHEREAS, the Owner is seeking financial support from the Wisconsin Housing and Economic Development Authority (WHEDA) through the Section 42 Low Income Housing Tax Credit Program (LIHTC) to construct a new housing development on the property.

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

WHEREAS, the CVSO 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.

NOW THEREOFRE, Owner and the CVSO agree:

1. The proposed project intends to maintain a minimum of 11 percent of the units of the Project for occupancy by veterans, which units shall be occupied by individuals whose income does not exceed 60 percent of county median income (the "Veterans Units"); provided, however, that Owner shall not be required to hold open an available Veterans Unit for a veteran for more than 30 days while such unit is marketed to veterans. If after 30 days, despite the efforts of Owner, Manager and CVSO, no qualifying veteran has leased the available Veterans Unit, then the Veterans Unit may be leased to an individual that otherwise qualifies to occupy the Veterans Unit. In the event that not all of the Veterans Units are leased to veterans, Wisconsin Housing and Economic Development Authority ("WHEDA") may require Owner or Manager to complete, execute and file in the property records of the Project jurisdiction an affidavit attesting that the Veterans Unit(s) that would otherwise be leased to veterans to meet such threshold was held open and marketed to veterans during the 30-day period set forth above. Owner and Manager shall be solely responsible to provide such affidavit.

2. Should the proposed project be constructed, Owner and/or its property management agent will, 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 Owner or their onsite management agent staff via email or phone.

3. The Owner's property management agent will establish a waiting list of prospective residents based on referrals described above.

4. The Owner and its property management agent will endeavor to make existing and prospective residents aware of services and resources available by provision of tenant resource materials. The tenant resource materials will consist of contact information for the CVSO as well as materials and brochures of the County Aging and Disability Resource Center (ADRC), and other area collaborative partners. New residents will also receive a copy of the CVSO and ADRC brochure directly from the property manager at the time of lease signing. Our onsite management agent staff will be coached regarding "who and how" with regards to the CVSO and the ADRC to help connect residents to appropriate service networks.

5. The proposed project will not directly provide long term services, nor charge fees related to long term services to residents, but will rather refer residents to the CVSO, the ADRC, and other area local partners in order to assist residents to locate the services and funding appropriate to their individual needs.

6. Residents will not be required to receive any services in order to reside in the development. Residents that desire to receive services will have choice in service provider(s).

7. The CVSO acknowledges awareness of this proposed project, and a willingness to provide the Owner and their agents with brochures and other materials in order for Owner to make residents aware of services offered by the CVSO. The CVSO and/or community partners will also include the subject project on a list of housing options for low-income veterans seeking housing.

Administrative Provisions

Duration

This MOU is subject to the project receiving an award of LIHTC, with operations expected to commence in 2025 or 2026.

Amendments

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

Confidentiality

It is agreed that by virtue of entering into this MOU they will have access to certain confidential information regarding the other party's operations related to this project. It is further agreed that the parties will not at any time disclose confidential information and/or material without the consent 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 judgement.

Nondiscrimination

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

Contingency

This MOU is subject to Owner receiving all necessary financing commitments for the Project.

Other Requirements

In furtherance of the purposes set forth in this MOU, Owner and CVSO shall act in accordance with all applicable laws.

Counterparts

This MOU may be executed in one or more counterparts each of which when so executed and delivered shall be an original, but together shall constitute one and the same instrument.

Signatories:

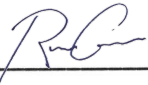
CVSO:

Dane County Veterans Service Office

Owner:

LINCOLN CAPITAL ACQUISITION, LLC
a Delaware limited liability company

By: 

By: 

Date: 1/19/2024

Date: 1/20/2024

Name: BRIDGETTE NELSON

Name: Russell Condas

Title: DEPUTY DIRECTOR

Title: Vice President

**Job
Training &
Community
Service
Facility
MOU**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
EMPLOYMENT AND TRAINING ASSOCIATION, INC
AND
LINCOLN CAPITAL ACQUISITION, LLC**

**Within Dane County Parcel
081031307011**

This Memorandum of Understanding (this "Memorandum") is executed by between EMPLOYMENT AND TRAINING ASSOCIATION ("Provider"), and LINCOLN CAPITAL ACQUISITION, LLC (together with its successors and assigns, "Owner"), and is dated effective as of January 17, 2024 ("Effective Date").

A. Owner intends to develop approximately 50-units within an apartment building for low income residents located in Madison, Wisconsin, that is within Dane County Parcel 081031307011 (the "Project"), which is anticipated to include a community service facility (the "Community Service Facility"), which Community Service Facility is intended to primarily serve the needs of individuals whose income is at or below 60 percent of the area median income ("Low-Income Individuals"), including both tenants of the Project or other Low-Income Individuals that reside within the community in which the Project is to be located.

B. Provider is an organization that provides job trainings, family sustaining job opportunities, assistance with navigating available city-wide resources, educational opportunities, and/or educational programming to unemployed or underemployed individuals that reside or work within the community in which the Project is to be located.

C. By entering into this Memorandum, Owner and Provider desire to express their intent for Owner to engage Provider with regard to the Project so that Provider may assist in Owner in operating the Community Service Facility with regard to addressing the employment needs of unemployed or underemployed individuals, as well as to further encourage cooperation between the parties hereto, as set forth herein.

In order to accomplish this purpose, the parties intend to endeavor toward the following:

1. Responsibilities of the Owner. Owner will be the owner of the Project and will be responsible for the following:

- a. Constructing and overseeing the ongoing duties of repair, maintenance, management and operation of the Project, including the Community Service Facility.
- b. Making the Community Service Facility available primarily to Low-Income Individuals and advising residents of the availability of the services offered by Provider therein.

- c. Maintaining a list of and working with service providers for the Project, including without limitation, Provider.

Provider acknowledges and agrees that Owner may contract any or all of the foregoing duties to agents engaged by Owner for such purposes, including but not limited to a property manager chosen by Owner (“Manager”).

2. Responsibilities of Provider. Provider will be responsible for the following:

- a. Maintaining regular hours at the Community Service Facility throughout the year to provide employment services and other similar services to Low-Income Individuals as needed. Specific services to be offered by Provider are listed in Exhibit A attached hereto (the “Services”).
- b. Advising Owner with regard to the layout of the Community Service Facility and equipment necessary to efficiently perform the services of Provider hereunder.
- c. Periodically advising Owner as to any changes to or additional equipment needed for the Community Service Facility so that Provider may continue to efficiently perform the services of Provider hereunder.
- d. Informing Low-Income Individuals in the community of the availability of the Services at the Community Service Facility.

3. Fees for Services. To the extent any fees are charged by Provider for the services offered at the Community Service Facility, such fees shall be affordable to Low-Income Individuals such that Low-Income Individuals interested in such services shall be able to have meaningful access to such services without being unduly burdened by the fees for such services.

4. General Terms.

- a. Applicable Laws. In furtherance of the purposes set forth in this Memorandum, Owner and Provider shall act in accordance with all applicable laws with regard to their respective rights and responsibilities hereunder.
- b. Counterparts. This Memorandum may be executed in one or more counterparts each of which when so executed and delivered shall be an original, but together shall constitute one and the same instrument.
- c. Contingency. This Memorandum is subject to Owner receiving all necessary financing commitments for the Project.


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IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the date first above written.

OWNER:

Lincoln Capital Acquisition
a Delaware limited liability company

By: 
Name: Russell Condas
Title: Vice President

PROVIDER:

Employment and Training Association
a 501c3 _____

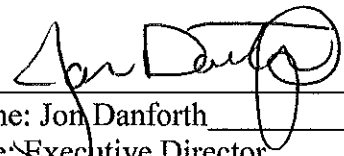
By: 
Name: Jon Danforth
Title: Executive Director

EXHIBIT A

(List of Services)

- Children First
- Workforce Innovation and Opportunity Act (WIOA)
- Foodshare Employment and Training

**Supportive
Services
MOU**

**Memorandum of Understanding For
CONWAY at HUXLEY YARDS
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 target the tenants residing in the projects set aside units, who require and request access to supportive services to maintain housing. 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 the tenant housed in their unit. Specific services to be offered under this agreement include:

- Established open office hours onsite at Conway at Huxley Yards to conduct individual, one-to-one supportive services meetings. Services will be targeted to the tenants residing in the projects 30% set aside units. The Service Coordinator will also provide coordination of educational programs and workshops, wellness activities and other ongoing programming to be available to residents onsite. Potential sessions include self-improvement, employment opportunities and financial management.
- Completion of an intake assessment for residents. The Service Coordinator will make reasonable effort to engage 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 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, employment opportunities and financial assistance and management.
- Outreach to tenants at the project, to market and encourage engagement in the Supportive Services program. The onsite Service Coordinator will provide brochures and maintain a local resource directory of community services and benefit programs available to tenants. Information will be available and posted in communal areas at the property, and as applicable through door-to-door distributions. In addition, the Service Coordinator will maintain a recurring newsletter to inform residents of the services and schedule of programming each month.
- The Service Coordinator is identified as part of the projects management team. Programming and supportive services for the project will be done through:
 - Site visits by the assigned Service Coordinator during the pre-lease up phase of the development, and attendance at recurring lease up coordination meetings with the property management and development team. After lease-up, the assigned Service Coordinator will provide supportive services onsite (8hrs per week) for the term of this agreement. An assigned service coordinator will also be available by telephone and email outside of the designated times above.
 - Participation and engagement in ongoing site team meetings. These meetings will provide general property updates, concerns related to resident health and safety, information on lease violation notices provided to residents, and additional topics as needed where the onsite service coordinator can be of support.

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 set aside units to the target population including individuals experiencing homelessness off the Coordinated Entry list. LSS will refer clients from Dane County's Coordinated Entry list and/or LSS's Dane County Homelessness's programs to Conway at Huxley Yards during lease up. Thereafter, Conway at Huxley Yards' property management team will inform LSS of any open set aside units to refer applicable clients to the property.

The goal of the Service Coordinator is to enhance the success of 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.

Annual Budget

The fee for providing Service Coordination as above is \$19,306 for Year 1 of services, thereafter a 3% annual cost of living adjustment will be added to the prior year's annual contracted rate through the length of the project compliance period. These amounts will be paid by CONWAY AT HUXLEY LLC to LSS commencing with certificate of occupancy for the named project, and annually thereafter through completion of the compliance period, as indicated above, on the anniversary of initial certification of occupancy. The initial term of the agreement will be for one (1) year, provided that if neither party provides written notice to the other party of its intention to cancel the agreement at least thirty (30) days prior to the then-expiration thereof, the agreement shall auto-renew for subsequent (1) year terms with the new contracted rate as set forth above. Conway at Huxley LLC shall further have the right to terminate the agreement at any time, with or without cause, upon thirty (30) days' written notice.

Lastly, upon tax credit closing, the parties will enter into a final agreement that memorializes the terms hereof and includes the final financing sources and requirements. Furthermore, in the event Conway at Huxley LLC does not receive the funds tied to needing the LSS support services, then LSS shall have no expectation of entering into any further agreement with Conway at Huxley LLC and the parties shall have no further obligation to each other.

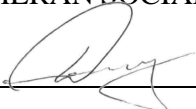
By signature below the parties hereby agree to the terms and conditions above.

CONWAY AT HUXLEY LLC

By:  _____
Russell Condas, Vice President

Date: 7/30/2024

LUTHERAN SOCIAL SERVICES OF WI AND UPPER MI, INC.

By:  _____
Dennis Hanson, Vice President

Date: 7/30/2024

Exhibit I- Supportive Service Plan

Population Served

All residents of Conway at Huxley Yards will be given information on the services offered. A wide variety of services will be offered that will meet the needs of families with preference to individuals residing at the targeted set aside units, including those meeting the definition of homelessness, referred from the homeless prioritization list.

Onsite service provision will be provided by Lutheran Social Services of Wisconsin & Upper Michigan, Inc. (LSS). The responsibilities associated with the coordination of services are estimated to be part-time, averaging 8 hours per week. In addition to onsite supportive services, LSS will coordinate directly with Institute for Community Alliances-Wisconsin to obtain referrals of individuals currently listed on the homelessness prioritization list. From this list of referrals, LSS will engage with individuals to identify potential tenants interested in residency at Conway at Huxley Yards and make associated referrals to the Project's management team.

Supportive Services

Lincoln Avenue Capital is partnering with Lutheran Social Services (LSS) to provide a variety of supportive services to the targeted residents of Conway at Huxley Yards. Tenants will have access to the help they need through an LSS Service Coordinator who will help to address their specific challenges, and arrange services, that they may learn the skills necessary to develop and maintain a healthy, stable lifestyle. 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.

LSS will be on-site and will work with residents to identify funding sources and develop an on-going Supportive Services Plan, based on needs of the tenants, to ensure supportive services are made available to the tenants at the Project. LSS will establish a regular schedule of on or off-site plans to meet with tenants to ensure introduction to, on-going management of, and completion of supportive services programs. Residents will be made aware of the array of services available to them upon move in, or during their new resident orientation. Residents will also be reminded of service opportunities through resident newsletters, calendars, and flyers posted at mailboxes and near entry doors. Services offered by the LSS Service Coordinator are voluntary to all residents at Summit Ridge. LSS will establish a regular schedule of on or off-site plans to meet with the tenants to ensure introduction to, on-going management of, and completion of supportive services programs.

These services may include, but are not limited to, the following:

- Completion of an intake assessment by the Service coordinator. It is understood and agreed that the resident has to voluntarily agree to participation in the process.
- Development of a case management plan. This plan may include referral to other resources, including, Dane County Department of Health and Human Services, the Aging and Disability Resource Center, workforce development, and other community supports.
- Coordination of onsite programming and/or workshops to assist residents in overcoming barriers as identified on the tenant assessments. Potential sessions include self-improvement, employment opportunities and financial management.

The goal of the Service Coordinator is to enhance the success of each resident served, to promote their ability to remain a tenant at Conway at Huxley Yards. The services identified above will work to enhance the resident's housing success and promote dignity of residents by addressing needs with a one-on-one approach. LSS's approach will include ongoing follow-up and case management where needed. Through provision of the wrap around service model, families and individuals at Conway at Huxley Yards will have the tools necessary to strengthen family relations, identify necessary and beneficial resources, and positively impact their length of tenancy in this community.

Lutheran Social Services' Experience with Providing Supportive Services

Lutheran Social Services of Wisconsin & Upper Michigan, Inc. provides a multitude of services including but not limited to the following services:

- Services to promote the well-being of children and families.
- Quality mental health services for people of all ages.
- Innovative services for older adults and their family caregivers.
- Comprehensive addiction and recovery services. Our programs work in partnership with most.
- Wisconsin counties, the Department of Health Services, and state and federal corrections departments.
- LSS operates multiple subsidized housing apartment buildings for older adults, persons with developmental disabilities, persons with chronic mental illness, and persons with physical disabilities.
- Services for persons with disabilities, including support and supervision within more independent living situations and support to learn skills in order to remain independent.
- Services aimed at organizing communities to better provide individuals with their most basic needs of shelter, food, clothing, hope and connection with the ultimate goal to alleviate the conditions associated with poverty, homelessness, disaster and isolation.

Traditional service provision through LSS has long included services to individuals experiencing homelessness.

Current LSS programs known to include disabled individuals as participants/service recipients include:

- HUD Housing and HUD and Tax Credit 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.
- Rapid Rehousing and Housing First programming in Dane, Waukesha and Racine counties in Wisconsin, and several counties in the Upper Peninsula in Michigan. Including active participation in and attendance at the Dane County Continuum of Care meetings, as well as the Veterans Committee on Homelessness.
- 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

- Outpatient Treatment Services- intensive outpatient treatment for adults and adolescents dealing with addiction.
- Quality Mental Health clinics and services
- Comprehensive addiction and recovery services. Our programs work in partnership with most Wisconsin counties, the Department of Health Services, and the state and federal corrections departments.
- Community Supported Living and Support Brokering for older adults and individuals with disabilities