

July 15, 2020

Julie Spears
City of Madison Community Development Division
Room 225, Madison Municipal Building
215 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53701

RE: 2021 WHEDA Tax Credits for Rental Housing Development Response to RFP #8957-2020

Dear Julie,

JT Klein Company is pleased to present our application for the 2020 City of Madison Affordable Housing Fund for our Westgate Commons affordable housing development. We believe that Westgate Commons touches all the bases that Madison's Community Development Division and the City of Madison want to see in an affordable housing development. The Westgate Mall has been a high priority redevelopment site for both the City of Madison and the Midvale Heights neighborhood for years. It's location is in a super preferred area with unbelievable access to public transportation that will only get better when the future Bus Rapid Transit system is implemented. Additionally, the Westgate redevelopment is surrounded by walkable neighborhood amenities including HyVee, the Odana School Park, Walgreens, the University Research Park, the UW Health Research Park Clinic, YMCA West, a variety of restaurants/retail and other everyday necessities.

Westgate Commons will provide 71 new apartment units, of which 56 units will be set aside for Madison residents making between 30-60% of the area median income (AMI). An important element to the success of our development is our partnership with Lutheran Social Services (LSS). This partnership will give Madison residents access to the supportive resources they need to thrive. At Westgate Commons over 25% (15 units) of the affordable units will be supportive service units set aside at the 30% AMI. With the support of LSS, these units will target veterans and individuals with disabilities. While LSS will be focusing on these 15 units, all residents within Westgate Commons will have access to the vast array of supportive services LSS can provide.

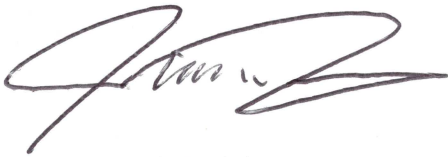
Westgate Commons will meet all requirements and the following RFP preferences:

- New construction with a site located in a Super Preferred Area
- Over 25% of the proposed affordable units are for households with incomes below 40% AMI
- A dedicated year-round indoor play space and an outdoor playground within close proximity

- An integrated supportive housing approach in addition to meeting WHEDA's Appendix S
- A commitment to incorporating extraordinary energy efficiency that contribute to the City's goals

JT Klein Company is a local business with a proven track record of developing successful affordable projects in Madison and the Dane County area. We are a long-term owner that plans to continue doing business in Madison for many years to come. We look forward to working with CDD, City staff, and elected officials to make the Westgate Redevelopment a reality.

Sincerely,



Jacob T. Klein
President

AFFORDABLE HOUSING NEEDS

4. Describe your knowledge of and experience in identifying affordable housing needs of the City of Madison.

JTK has extensive experience and a great track record for affordable housing in both Madison and Dane County. Since being formed in 2014, JT Klein Company has overseen the development of four WHEDA 9% LIHTC projects, including two located in the City of Madison, 8Twenty Park Phase I & II. Prior forming JT Klein Company, founder and President Jacob T. Klein served as Vice President and Project Partner at a regional multifamily development company that specialized in identifying affordable housing needs, and obtaining the WHEDA tax credits to develop these projects. During his tenure at that organization, Jacob developed over 1,000 units with project costs exceeding \$150,000,000.

JTK identified a strong demand and ideal location on South Park Street adjacent to St. Mary's Hospital and spent 8 years acquiring almost an entire City block to construct 8Twenty Park I & II. JTK specialized in infill developments in areas that have high demand for affordable housing, along with being well served by nearby neighborhood amenities. JT Klein utilized an independent market study by Baker Tilly, along with other resources such as the City of Madison Biennial Housing Report, the Dane County Housing Needs Assessment, and the City of Madison's Affordable Housing Targeted Area Map to support the demand for affordable housing at 8Twenty. This research and expertise paid off as both 8Twenty I & II were leased ahead of schedule and continue to maintaining high occupancy and low turnover. JT Klein anticipates Westgate will have an equal if not greater demand for affordable housing than 8Twenty Park. See also Attachment 2 of this proposal.

5. Please describe the anticipated demand for the proposed target populations served in this location.

JTK anticipates that the demand for affordable family housing in Madison and Dane County will continue to remain very high. This demand is seen first hand at JTK's affordable family projects in Middleton (Meadow Ridge Middleton) and Madison (8Twenty Park I & II) where there is high occupancy and waiting lists for specific units. This claim can be further supported by the findings in the 2019 Dane County Housing Needs Assessment, authored by University of Wisconsin professor Kurt Paulsen. This study found that over 13,050 lower-income renters currently pay more than half their income in rent, a 26.9% increase since 2010.

A formal WHEDA required market study will be completed prior to apply for 9% tax credits. Given the site's close proximity to public transportation and neighborhood amenities, JTK expects Westgate Commons to be fully occupied within 4 months after being issued its certificate of occupancy.

INTEGRATED SUPPORTIVE HOUSING UNITS

6. Provide the number and percent of integrated supportive housing units proposed, the income category(ies) targeted for these units, and the population(s) you propose to serve (e.g. households experiencing or at risk of homelessness, formerly homeless families residing in Permanent Supportive Housing no longer in need of intensive support services, veterans, persons with disabilities, formerly incarcerated individuals, other, etc.).

Westgate Commons will provide 15 integrated supportive housing units set aside at 30% AMI for very low-income families which meets the City's Preference #5 by having 26.78% of the affordable unit available to households with incomes at or below 40% AMI spread across the various unit types. These supportive housing units will have a preference for Veteran families and families with a persons with a disability. JTK has partnered with Lutheran Social Services to provide supportive services to the tenant base at Westgate Commons. LSS will be targeting Veterans and persons with disabilities, however any tenant will have access to these services.

7. Please describe your proposed integrated supportive housing approach that will go beyond meeting WHEDA's supportive housing requirements outlined in the Appendix S Checklist of the WHEDA Qualified Allocation Plan targeting veterans and/or persons with disabilities. Please elaborate on which target populations you plan on serving and what supportive service partnership approach(es) you will use.

If the supportive housing units are not filled with Veterans or person's with a disability, JTK will work with Lutheran Social Services of WI and Upper Michigan's programming and the Homeless Services Continuum of Care in Madison to identify families for the remaining units. Lutheran Social Services is an active member in the Dane County Continuum of Care. LSS operates several homelessness programs in Dane County, and has the ability to identify potential tenants from the Homelessness Prioritization List.

8. Identify the partnership(s) with supportive service agencies that have been or will be formed to serve the target population(s) for the supportive housing units, including service provider(s) from the Continuum of Care (see Attachment C), if applicable. Provide a detailed description of the type and level of supportive services (such as

assessment and referral, on-site intensive case management, etc.) that will be provided to residents of the proposed project.

1. Lutheran Social Services

All residents, including those in the supportive housing units, will have access to a Lutheran Social Services Service Coordinator, who will help to address their challenges and arrange services to they may learn the skills necessary to develop and maintain a healthy, stable lifestyle. LSS will focus on assessments and referrals to resources. Specific services to be offered include:

- 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 Veteran or disability resources specifically if applicable.
- The Service Coordinator will facilitate programming and supportive services for the project. This will be done through meetings between tenants and management to discuss any issues or concerns, as well as the scheduling of regular educational workshops or presentations. There will be an emphasis on presentations designed to assist residents in overcoming barriers as identified on the tenant assessments. Potential sessions could include, self-improvement, employment or educational opportunities, and financial management.

Attached are examples of executed service MOUs JTK has with LSS.

2. Dane County Veterans Service Office (Referrals) This is the County agency that works directly with local veterans to help them access benefits and providing them with referrals to resources such as affordable housing. JTK does not have an MOU specific to this project included with this application however we have included an example from our last project and anticipate that we will enter into the same agreement with them over the next couple of months prior to the submittal of our tax credit application.

3. Middleton Outreach Ministry This agency works to provide emergency financial aid to residents and also has a food pantry that its tenant base can utilize. At Westgate Commons MOM will provide intensive on site support services to one or two units.

9. In order to ensure the success of the development, the partnership(s), and the tenants, describe the level of financial support that the development will provide annually to the identified supportive service agency/agencies, if applicable. Attach a letter from the service provider(s) detailing the services they intend to provide to residents of the supportive

housing units, the cost of those services and how those services will be financially supported (i.e., through the development, fundraising, existing program dollars, etc.).

JT Klein Company is currently negotiating the final draft of a comprehensive MOU agreement with Lutheran Social Services in which LSS will be financially supported by JTK or an affiliate to pay for the services they are providing onsite and at our other properties in Dane County. This fee was set by LSS, and includes escalations in years 5 and 10 out of the cash flow from the properties. Additionally, LSS will be receiving a substantial portion of a development's developer fee to compensate LSS. A substantial portion of this fee will be set aside to pay the salary of a LSS supportive service employee dedicated to the JT Klein portfolio. This employee will be responsible for coordinating all of the supportive services LSS provides at this development. Please see also the letter from LSS detailing the service they will provide and how those are paid for.

Additionally, JTK is in discussions with Middleton Outreach Ministry to provide some support and emergency services to tenants. MOM's programs offer access to a Case Manager to help tenants remain successful in their housing, through referrals as well as financial housing assistance when needed, and additional seasonal supports. Tenants also have full access to MOM's Food Pantry, which they can visit as often as they need. While the final terms of MOM's compensation are being still discussed. They have outlined the following costs that they currently incur that are paid for through private donations.

Per 40 units of 50% or lower AMI that we are supporting, and based on calculation from the past two years, MOM incurs the following direct hard costs, on average-

- \$10,000 total financial assistance per year (In housing, utility and other types of financial support).
- \$10,000 for costs of food pantry and Clothing Center usage.
- In addition, MOM incurs additional staffing costs and overhead costs related with operating our organization.

JTK will pay a portion of the costs listed above from properties currently operating in Dane County.

With this relationship, MOM is looking for consistent two way communication between Property Management where they are in monthly communication with MOM staff. Tenants will receive warm referrals to MOM Case Management staff and provide opportunities for MOM to engage with tenants on site (space for meetings, etc.).

Giving greater Support Services to individuals and families off of the priority list has additional costs, as it requires a Case Manager to spend more time with Case Management. An average Case Manager can have a case load of approximately 16 families. This type of service would require us to hire additional staff and would have additional overhead costs for our organization.

For every families, it costs us an additional \$3750 in direct Case Management expenses. MOM is asking for \$3750 in support for every families, while MOM will cover all additional overhead costs related to these services. In addition. MOM would need a dedicated office space for use during the time they are on site which will be provided at Westgate Commons.

10. Identify any sources of non-City provided funding sources contemplated for supportive services.

As noted above, JTK will be providing Lutheran Social Services with two different types of compensation, neither of which will be paid by City funding. Westgate Commons will be paying LSS for the onsite supportive services out of it's annual operating budget. Additional financial support will be derived from the developer fee of a JTK development. This fee will be set aside to pay the salary of the supportive service employee designated to Westgate Commons.

Additionally, as we try to work out an agreement with MOM. The funding source would likely be out of one of our Middleton projects as they are currently using MOM's services and located right down the street.

TENANT SELECTION, AFFIRMATIVE MARKETING & BARRIERS TO ENTRY

11. Describe your plans to incorporate flexible tenant selection criteria for households who are connected to supportive services, in order to provide housing opportunities for persons or families who would otherwise face common obstacles obtaining housing (e.g., poor credit, negative rental history, criminal conviction records, etc.). Specifically outline how this proposal embraces the City of Madison Tenant Selection Best Practices (Attachment B-1 of the RFP)

and provides the maximum feasible flexibility in tenant selection to the general population and supportive service units.

Oakbrook management will utilize tenant screening policies to achieve flexibility and accommodations for affordable resident applicants with barriers to housing. Oakbrook will use more relaxed qualification and screening policies than it does for market rate properties. These policies will enhance access to the property for persons that would not normally qualify to live in a typical market rate project. In making any determination with respect to an applicant admission, Oakbrook shall work with the Applicant so as to not reject such Applicant unless a preponderance of the information available demonstrates that such Applicant, if admitted, would be likely to interfere with other residents in such a manner as to diminish their enjoyment of the premises, adversely affecting their health, safety or welfare, the physical environment, or the financial stability of the Property. Specifically, Oakbrook will not deny an Applicant solely based on:

- Lack of housing history
- A low credit/screening score provided the Applicant has a qualified cosigner or is enrolled in a credit repair program.
- Information on a credit report that is or has been formally disputed, in repayment, or unrelated to a past housing or housing utility obligation.
- The applicant owes money to a prior landlord for rent or damages or to a utility company, provided the applicant has entered into a payment arrangement with the debtor and is current on the repayment arrangement.
- The applicant has a criminal conviction other than for a violent criminal action or other activity that would threaten the health, safety, or right to peaceful enjoyment of others. In all instances where unfavorable information would cause an Applicant family to fail to meet the screening criteria set forth above, best efforts will be made to obtain mitigating information from all available sources. Sources of information may include, but are not limited to: landlord, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by particular circumstances and as allowable by law.

Examples of more relaxed policies Oakbrook will be using are:

- Typically a market rate renter is required to show that their income is at least three times the rent; Oakbrook adapted their affordable policy to have a 45% rent to income ratio instead of 33%
- There are two credit screening models provided by Oakbrook, a market rate and an affordable model. In the affordable model student loan debt and unpaid medical expenses are not used
- If an applicant scores with "conditional credit" Oakbrook will consider them with a higher security deposit and/or allow them to provide a co-signer with acceptable credit. In some cases, exceptions have been made for disabled applicants having a representative payee.

Please note, all Tenant Selection Criteria must be in compliance with Section 42 regulations. See the attachment section for attached B-1 outlining Oakbrook's full TSP

12. Describe the planned approach, relationship and coordination between the Property Manager and the lead Supportive Service Coordination Agency for lease up and ongoing services. How will these entities work together to ensure a successful development in the context of the greater neighborhood and community?

Lutheran Social Services of Wisconsin and Upper Michigan will establish a communication plan with the Westgate Commons property management team prior to the start of marketing, which implements a partnership approach to supporting the tenants at Westgate Commons. It is important for the tenants at Westgate Commons to view LSS and property management as a team, working together to provide a safe and thriving community at Westgate Commons. LSS and the property management team will implement bi-weekly check in calls or in person meetings to work discuss property updates, unit turnover, eviction prevention, and overall tenant or property needs. Additionally facilitation of an annual meeting where tenants, management and the service provider can meet to discuss any issues or concerns.

13. Describe the proposed development's minimum occupancy standards that will prevent or reduce over-housing residents in such limited affordable housing opportunities.

The proposed occupancy standard is a maximum of two people per bedroom. There is no minimum tenancy requirements unless the project is awarded Project Based Voucher's from DCHA in which case those units will be in compliance with HUD requirements.

14. Describe your affirmative marketing strategy and any other strategies to engage your intended population. Specifically outline how you will embrace the City of Madison's Affirmative Marketing Plan Best Practices (Attachment B-2 of the RFP), especially for Asian and Latinx populations which tend to be under-represented in AHF Completion Reports.

Organizations are identified based on the demographic group they most likely serve (which includes Latinx and Asian populations). These organizations are listed on Worksheet 3 of the AFHMP and are contacted at least 90 days prior to opening and will be provided property marketing materials. Management will continually update these organizations on availability throughout the lease up period. Management utilizes the HUD template AFHMP which incorporates Madison's best practices as outlined in Attachment B-2 of the RFP

15. How will you affirmatively market to populations that will be identified as least likely to apply? Please reference successful past practices, relationships with agencies and/or marketing materials used.

Organizations are identified during the formation of the initial AFHMP. These organizations are contacted at least 90 days prior to opening and provided detailed information about the property and the units that are available. Outreach continues throughout the lease-up. After lease-up, outreach continues as units become available. The property's outreach success is evaluated annually and, if needed, adjusted accordingly. Additionally, Lutheran Social Services will be working closely with the property management team (Oakbrook Corporation) to engage populations of tenants that traditionally may not have applied or are under-represented. LSS will use their involvement at the local COC, and in other community partnerships to assist with marketing and education of Westgate Commons.

16. Describe the proposed development's security deposit policy (e.g., ½ or 1x's rent, other set amount(s), criteria for variations if credit is conditional, etc.). What is the policy for units with a guaranteed rent subsidy or voucher?

The property management company, Oakbrook Corporation, created a security deposit policy that is fully compliant with all applicable housing laws. The applicant's credit/criminal/landlord history is ran through a 3rd party system and that generates a score. If the applicant scores "Full Acceptance" the security deposit is \$500. If the applicant scores "Conditional" their security deposit is \$1,000. Voucher units will be held to the same security deposit policies applied to all tenants.

Attached is a copy of the tenant lease contracted that will be used at Westgate Commons. Please refer to pages 4 & 9 for the detailed security deposit policy.

17. Describe the proposed development's policy on limiting rent increases for lease renewals? How will prospective long-term tenants be protected from significantly and rapidly rising contract rents allowed by WHEDA?

JTK will continue to attempt to keep rents for existing tenants as affordable as is financially feasible. It is in the owner's best interest to retain tenants as the typical cost to turn over a unit far exceeds the rent increase that the following tenant can pay. It is also reasonable to assume that given the financial climate caused by COVID-19 that Area Median Incomes will actually decrease and the maximum rents will decrease next year. The reality is putting a cap on rent increases without any way to cap expenses and particularly property taxes make a hard fast limit on rent increases a risk JTK and it's lending partners are not able to make.

This decision is not made lightly. JTK has consulted this question with it's lending partners, accountants, and legal team. The universal response was that the rents are already restricted so putting a restriction on restricted rent thus capping future renewal amounts without knowing your operating expenses greatly increases project risk. It's impossible to tell where insurance rates and taxes will end up after the global pandemic has ended. Any substantial variance from the projected operating expenses can put the property in jeopardy of mortgage delinquency.

PUBLIC PURPOSE AND RISK

18. Please describe the public purpose of your proposal and the risks associated with the project.

The purpose of the Westgate Commons proposal is to remove blight and develop high quality affordable multi-family housing and to provide Madison Citizens with a safe home and ongoing supportive services. The partnership with Lutheran Social Services and the Dane County Housing Authority gives Westgate Commons the necessary support and resources that struggling persons and families need to thrive in an increasing difficult housing market. The risk of this proposal is not receiving a WHEDA 9% LIHTC award, which is a critical component in moving this project forward. As mentioned throughout this application, Westgate Commons is a part of the greater Westgate redevelopment project. Receiving all necessary funding to develop Westgate Commons is vital to moving the entire Westgate redevelopment project forward.

Given the disruption to all of our lives over the past 4 months we would be remiss to not mention the elephant in the room, COVID-19. This pandemic causes risks across the board to a development project like this both in the impact that it can and has had on financial markets and beyond that to people's mindset about moving during a pandemic. Additionally, there are supply chain concerns associated with the construction of the project.

SITE INFORMATION19. Address of Proposed Site: 160 Westgate Madison, WI 53711

20. In which of the following areas on the Affordable Housing Targeted Area Map (see Attachment A) is the site proposed located? Please check one.

- Preferred Area (New Construction Only)
 Super-Preferred Area (New Construction Only)
 Eligible Area (New Construction & Acquisition/Rehabilitation)
 Targeted Rehab Area (Ineligible for New Construction, but preferred for acquisition & rehabilitation)

21. Identify the neighborhood in which the site is located: Midvale Heights22. Date Site Control Secured: 11/22/1923. Explain why this site was chosen and how it helps the City to expand affordable housing opportunities where most needed. Describe the neighborhood and surrounding community. Provide the streets of the closest major intersection as well as known structures/activities surrounding the site that identifies where the site is located. (Attach a map indicating project location. Include one close-up map of the site and a second map using the AHF Targeted Area Map to show the site in the context of the City.)

This site was chosen because it is the best infill site on the west side of Madison and presents a tremendous opportunity to address the housing shortage in Madison with a dense urban development that supports a wide array of people of all ages and income levels. It goes without saying that it's close proximity to a variety of neighborhood amenities and being well served by network of current and future public transportation that this is an ideal location for multifamily housing. Westgate Commons will be located where the vacant Westgate Mall is currently located, on the corner of Whitney Way & Tokay Blvd, directly North of Hy-Vee.

Westgate Commons will allow the City of Madison to have high quality affordable housing in an area surrounded by employment opportunities and within walking distance of the future BRT system. The surrounding neighborhood is a walkable urban environment with a nice mix of greenspace, retail, restaurants, a grocery store, single family homes, and many other everyday neighborhood amenities. As outlined below in section 25, the majority of the neighborhood amenities are adjacent to or within short walking distance to Westgate Commons.

Attached is a site map of the development, and a location map using the AHF Targeted Area Map

24. Identify any existing buildings on the proposed site, noting any that are currently occupied. Describe the planned demolition of any buildings on the site.

Currently onsite is the vacant Westgate Mall. The last tenant moved out in March of 2020. Prior to construction, the vacant mall will undergo environmental remediation to remove and properly dispose of any hazardous material. After environmental remediation, the remainder of the mall will be demolished. Useable demolition materials will be ground up and reused onsite during the grading process to reduce waste. Further environmental information is outlined in question 30.

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

Type of Amenities & Services	Name of Facility	Distance from Site (in miles)
Full Service Grocery Store	Hy-Vee	.01
Public Elementary School	Van Hise Elementary School	1.08
Public Middle School	Hamilton Middle School	1.08
Public High School	West High School	2.5
Job-Training Facility, Community College, or Continuing Education Programs	Madison College West/ Madison College South	3.26/3.94
Childcare	YMCA West	.29
Public Library	Sequoia Public Library	1.09
Neighborhood or Community Center	Madison School & Community Recreation Odana	.40
Full Service Medical Clinic or Hospital	UW Health Research Park Clinic	.18
Pharmacy	Hy-Vee Pharmacy	.01
Public Park or Hiking/Biking Trail	Odana School Park	.01
Banking	First Business Bank/Summit Credit Union	.57/.80
Retail	Odana & Whitney Retail Center	.05
Other (list the amenities):		

26. What is the actual walking distance between the proposed site and the nearest seven-day per week transit stops (i.e. weekday and weekends)? List the frequency of service at that bus stop during both the weekday and on the weekends (e.g., hourly, ½ hour, commuter hours). List the bus route(s) numbers, seven-day transit stop street intersections and describe any other transit stops (include street intersections and schedule) located near the proposed site. Please do not include full bus schedules.

Westgate Commons will be extremely well served by public transportation. The current site is surrounded by bus stops that give future residents access to the entire City of Madison, the City of Middleton, the City of Fitchburg, and the City of Sun Prairie. It should also be noted that the West Transfer Point is one of the proposed stops for the future Bus Rapid Transit system. This will make an already very well serve location become one of the best served locations in the entire City. Below is the estimated walking distance for the surround bus stops:

- 1500 feet to the West Transfer Point. Operates 7 days a week, bus stops every 30 minutes. Bus lines 2, 6, 7, 18, 50, 51, 55, 59, 63, 67, 68, 78
- 750 feet to the Northbound S. Whitney & Odana bus stop. Operates 7 days a week, bus stops every 30 minutes. Bus lines 7, 18, 50, 51, 55, 59
- 500 feet to the Southbound S. Whitney & Westgate bus stop. Operates 7 days a week, bus stops every 30 minutes. Bus line 7, 18, 50, 51
- 500 feet to the Westbound Odana & S. Segoe bus stop. Operates 7 days a week, bus stops every 30 minutes. Bus line 7
- 815 feet to the Eastbound Odana & S. Segoe bus stop. Operates 7 days a week, bus stops every 30 minutes. Bus line 7

27. Describe the walking and transit routes for children to get to their elementary and middle schools.

Both Van Hise elementary school and Hamilton middle school are located on the same campus, roughly 1.08 miles from Westgate Commons. Children would be able to walk to this location by walking up S. Segoe Rd. Children would also be able to take the bus stop located on the corner of Whitney & Odana up to the stop located on Eau Claire & Regent St. The fastest way would be a 5 minute car ride.

28. Describe the transit options for people to access employment and amenities such as childcare, after school activities, grocery stores, the nearest library, neighborhood centers, and other amenities described above.

As outlined in question 25, Westgate Commons is surrounded by neighborhood amenities, most of which are within a short walking distance. JTK recognizes how important neighborhood amenities are to affordable communities, which is partially why the site was selected. Directly neighboring this development is Odana School Park and a Hy-Vee store that includes a full service grocery store, Hy-Vee Market Grille Express, Hy-Vee Pharmacy, Hy-Vee

Floral and the Hy-Vee Wine & Spirits. Directly across Whitney Way and Odana is a substantial amount of retail, restaurants, the YMCA childcare, and many other essential amenities.

In addition to walkable amenities, Westgate Commons is well served by public transportation as outlined in question 26. The surrounding bus stops and West Transfer Point allow residents to access the entirety of the Madison Metro network.

29. Describe the impact this housing development will have on the schools in this area. What percent are the current enrollment and 5-year projected capacities for the area schools? Ideal enrollment is considered 90%. Are the schools projected to be at, above, or below capacity? Approximately how many elementary and middle school children are projected to live at the proposed housing development based on your proposed unit mix and previous housing experience. CDD recommends contacting Kristian Chavira at the Madison Metropolitan School District for information on potential impact to public schools at kachavira@madison.k12.wi.us. Existing school capacity information can also be found at: https://accountability.madison.k12.wi.us/files/accountability/uploads/2019-11_fall_enrollment_reports.pdf

JTK has received a projected impact analysis from Kristian Chavira and the MMSD team for the entire Westgate redevelopment, which includes Westgate Commons. Attached is the summary received on 5/15/20. The impact study concludes that the estimated number of students in a 4 story urban residential building is roughly .053 students per unit. Westgate Commons is estimated to generate roughly 3-4 students between grades K4-12. The entire Westgate redevelopment will generate roughly 24 students, assuming the 4 story senior building is treated as a standard 4 story building. There are 3 area schools that would service the redevelopment:

Van Hise ES is at 98% capacity, projected to be at 83% capacity in 2024-2025.

Hamilton MS is at 80% capacity and is projected to be at 73% capacity in 2024-2025.

West HS is at 99% capacity and is projected to be at 99% capacity in 2024-2025.

The impact analysis concludes that this redevelopment would not be a burdensome impact, even considering the fact that Van Hise ES and West HS are currently near 100% of their current capacity

30. Describe the historical uses of the site. Identify if a Phase I Environmental Site Assessment has been completed and briefly summarize any issues identified. Identify any environmental remediation activities planned, completed, or underway, and/or any existing conditions of environmental significance located on the proposed site.

The previous use of this site was a 200,000 square foot mall. The Westgate Mall was purchased by Hy-Vee after which they demolished 40,000 square feet of the mall to build their new grocery store. The only known contamination was on the Hy-Vee portion of the site that JTK will not be purchasing. The contamination was caused by a Klinker Cleaners dry cleaners. This contamination was addressed by Hy-Vee and is no longer an issue. At this time there are no additional known contaminants.

A Phase I Environmental Site Assessment was completed on the JT Klein portion of the site in April 2020. The Phase I revealed that there were no REC, HREC, CREC, or other environmental conditions in connection to this site. The report is 553 pages long and is available upon request.

Additional environmental investigation was done within the vacant mall. During this investigation there are areas containing asbestos and other materials that will need to undergo a special disposal process. Prior to construction, the vacant mall and site will undergo a full environmental remediation to remove and properly dispose of any hazardous material.

31. Current zoning of the site: CC-T An interactive version of the Zoning Map can be found linked [here](#).
32. Describe any necessary planning and zoning-related approvals (rezoning, conditional use permit, demolition, etc.) that must be obtained for the proposal to move forward.

Current CC-T zoning would allow for Westgate Commons to be built as a conditional use. However, at the direction of City planning staff, the site will be rezoned to PD zoning to accommodate the entire redevelopment. JTK has already submitted a land use application on 5/20/20, and is currently in the planning & zoning process. The redevelopment has received final UDC approval and is scheduled for Plan Commission on 7/27/20. Final approval is expected no later than 9/1/20

33. Describe the proposed project's consistency with adopted planning documents, including the City of Madison Comprehensive Plan (both adopted and draft of the Comprehensive Plan update), the Neighborhood Plan(s), the Generalized Future Land Use Map, and any other relevant plans. An interactive version of the Generalized Future Land Use Map can be found linked [here](#).

Westgate Commons and the entire Westgate redevelopment are supported within the City of Madison Comprehensive Plan, the Generalized Future Land Use Map and the 2009 Midvale Heights/Westmorland joint neighborhood plan.

The City of Madison Comprehensive Plan and Generalized Future Land Use Map calls for Regional Mixed Use (RMU) which is described as Intensive mix of region-serving retail, office, service, entertainment, civic, institutional, and high density residential uses. The Westgate development as a whole will consist of over 460 residential units, and an office/medical containing between 30,000-100,000 square feet of commercial use.

The overall design and density was based off concept designs presented within the 2009 Midvale Heights/Westmorland neighborhood plan. A recurring theme was adding street connectivity between Tokay, Whitney, and Odana and a pedestrian connection to Odana School Park. As shown by the attached site plan and the neighborhood plans, the private drive will add better traffic circulation between the entire development. The neighborhood plan asks for a variety of uses and densities throughout the Westgate development. In line with this concept, the Westgate redevelopment will have several retail uses, (Hy-Vee) commercial uses (future commercial corner), along with senior, affordable, and market rate affordable housing. Please refer to the attached JT Klein site plan and neighborhood plan's proposed concepts which were given final approval by UDC on July 1, 2020.

CITY AND COMMUNITY ENGAGEMENT PROCESSES

34. Briefly summarize the staff comments during your Pre-application meeting with City of Madison Planning and Zoning staff. Please include the date.

JT Klein has been working with City staff for about 8 months so far on this project and had a very robust engagement process with the City and the neighborhood. JTK had a pre-application meeting with City staff on 12/13/19. City staff put a lot of emphasis on the fact that the Westgate redevelopment needs to be a transit oriented development with it's ties to the West Transfer Point and future BRT. Staff was also looking for high intensity and sustantial development, ranging from 2-12 story buildings. City Staff also requested an improved street network, a variety of heights, and buildings oriented on Whitney Way and Tokay Blvd. Other staff instructions were to design the stormwater to meet the proposed (now approved) stormwater standards, and to hold a neighborhood meeting sooner than later.

35. Have you presented to the City's Development Assistance Team (DAT)? If so, please summarize the staff comments to your proposal and reference the date of the presentation. If not, what is the anticipated date of the DAT presentation?

The JTK team presented the entire Westgate redevelopment to DAT on 3/12/20. Below is a summary staff comments by each department:

- Metro- With close proximity to West Transfer Point, there is no need for metro amenities
- Engineering- The development will require a Plat to subdivide the lots. The project will undergo sanitary capacity review to ensure it meets sanitary needs. The project will also require a comprehensive agreement for stormwater, utilities, cross access easements, and water for fire
- Traffic Engineering- Will require an 8ft easement on Whitney Way. They are working with K&L engineering on the traffic study to determine what improvements may be need at the driveways.
- Fire- Requested additional information from the architect. Gave instruction to check with the water utility department for how to run utilities across different parcels
- Zoning- Zoning is reviewing setbacks and will need a conditional use because of the adjacent park. Requested additional meeting with staff
- Forestry- Asked for a map of street trees with diameters & species and indicate any removals
- CDD- Asked for consideration on a play space within the park and additional access to the park on the East side of the development
- Parks- Said the location to the park will be determined by tree and foliage inventory. Also outlined the park fees associated with market rate housing vs the fee waivers for affordable units under 60% AMI

36. Describe the response of the alderperson in which the proposal is located, as well as the adjacent alderperson(s), if applicable. What issues or concerns with the project did s/he identify, if any? How will those be addressed?

Alder Henak has been very involved in the Westgate redevelopment since the site was put under contract. He has overall been very supportive of the redevelopment, and has encourage JTK to solicit neighborhood feedback. Alder Henak has helped engage the neighborhood process as JTK held neighborhood meetings throughout early-mid 2020.

Some concerns Alder Henak brought up was a need for community interaction, additional greenspace, and traffic concerns. Both Alder Henak and neighbors agreed that initial design concept did not include enough greenspace

nor an area that encouraged community interaction. Taking this feedback, JTK redesigned the site to include a large green area with a public art piece and a variety of outdoor seating options. To accomplish this, JTK had to purchase additional land from Hy-Vee, and design the green area above the stormwater detention chambers. JTK also added a community butterfly garden located right next to Westgate Commons. Finally, JTK has been working closely with the Parks Department to construct a pathway between the Westgate site and the Odana School Park next door. All of these additions were well received by Alder Henak and the neighbors.

37. Describe the neighborhood and community input process, including notification to and input from the nearby Neighborhood Association(s), already underway and planned. What issues or concerns with the project has been identified, if any? How will those be addressed?

As previously mentioned, JTK has been working with the neighborhood, community and staff for over 8 months on this project and has final UDC approval currently and expects Plan Commission approval on July 27th. The greater Westgate redevelopment has already underwent substantial neighborhood involvement to engage the surrounding community. The site has been redesigned multiple times to include neighborhood suggestions, and received final UDC approval on 7/1/20.

Westgate is located within the Midvale Heights neighborhood, however due to its proximity to the Orchard Ridge neighborhood, both associates were included in the neighborhood meetings. To date, JTK has held 1 in person neighborhood meeting in which over 200 residents attended. The two follow up meetings were turned into virtual meetings due to the COVID-19 pandemic. During these meetings residents had a chance to interact via Zoom, ask questions, and provide feedback on the changes made to the redevelopment.

Additional forms of communications were made available to ensure all demographics and ages had the ability to provide input. This included onsite comment cards and displays placed at the Westgate Mall. An interactive website was developed (jtkwestgate.com) that includes the presentation powerpoint slides, different iterations of the development, and a contact page to provide feedback and suggestions. Both the in person and virtual meetings gave attendees ample amount of time to ask questions and voice concerns.

After hearing suggestions made by the neighbors, the final site plan added additional walking/biking connectivity, a connecting path to the Odana School Park, a community greenspace with a monument and outdoor seating, and a community butterfly garden.

38. Amid the environment created by the COVID-19 pandemic, how will you engage and communicate with residents and stakeholders differently than in years past?

JT Klein Company has already begun researching different building design strategies that will better accommodate any future pandemics. One feature that is currently being explored is installing a Global Plasma System (GPS) within the HVAC systems. GPS systems are used in hospitals and on airplanes to purify the air and eliminate viruses/bacteria. Information on the GPS system JTK is exploring is available in the attached documents. There is still plenty of research to be done before solutions will be recommended by the CDC. JTK plans on working closely with the architect, KBA, to implement other pandemic conscious solutions as they become available.

Additionally Oakbrook Corporation, the property management company on all JTK developments, has completely reshaped their management strategy to better accommodate residents and potential residents during the COVID-19 pandemic. Each property manager posts up to date information from the CDC regarding the pandemic and current safety protocols. Resident's are required to wear a mask before entering the leasing office and common area amenities. All common area amenities have a strictly enforced occupancy limit based CDC guidelines and the size of the amenity space. Current residents are also encouraged to pay rent and file maintenance requests electronically to reduce risk. Future residents have the option to do the tour virtually through FaceTime or a similar platform. All lease/application documents can be filled out and signed electronically to allow for minimal in person interaction.

The cleaning services used throughout the JTK portfolio have updated their routines to add extra attention to common area amenities, high traffic areas, and areas that require direct hand contact.

39. Describe your plans for supplemental neighborhood meetings and other ways of engaging residents. How will residents be engaged or given the opportunity to participate in the design process (e.g., steering committee, charrette, survey, presentations, website, etc.)?

The greater Westgate redevelopment has already underwent substantial neighborhood involvement to engage the surrounding community and we are done with that process unless directed to by any City approving bodies in the future. Westgate is located within the Midvale Heights neighborhood, however due to its proximity to the Orchard Ridge neighborhood, both associates were included in the neighborhood meetings. To date JTK has held 1 in person neighborhood meeting in which over 200 residents attended. The two follow up meetings were turned into virtual meetings due to the COVID-19 pandemic. During these meetings residents had a chance to interact via Zoom, ask questions, and provide feedback on the changes made to the redevelopment.

Additional forms of communications were made available to ensure all demographics and ages had the ability to provide input. This included onsite comment cards and displays placed at the Westgate Mall. An interactive website was developed (jtkwestgate.com) that includes the presentation powerpoint slides, different iterations of the development, and a contact page to provide feedback and suggestions. After hearing suggestions made by the neighbors, the final site plan added additional walking/biking connectivity, a connecting path to the Odana School Park, a community greenspace with a monument and outdoor seating, and a community butterfly garden.

40. Describe how this development will promote social equity in the community and the greater Madison area. How will the proposal embrace the City's [Racial Equity and Social Justice Initiative](#)?

One of JT Klein's main priorities in developing Westgate Commons is to help create safe affordable housing for people and families that may face adversity due to racial inequality. As outlined in the AFHMP attached below, JT Klein, Oakbrook Corporation, and Lutheran Social Services have made it a goal to reach out to demographics that may be less likely to apply to Westgate Commons. The Westgate Commons marketing strategy will be targeted towards Asians, Black or African Americans, Hispanic or Latinos, Persons with Disabilities, and Veterans. Marketing towards these groups will start earlier than traditional marketing attempts to allow for the largest marketing footprint. A focus will be put on educating these demographics on how affordable housing works, and distributing the proper marketing materials to demographics that may not find Westgate Commons through traditional listings.

Giving tenants a stable affordable home and ongoing supportive services will give disadvantaged tenants the resources they need to overcome inequity. The commitment to an onsite service provider will allow anyone in the building access to a support network that they have not had prior. JTK selected LSS based on their stellar reputation and proven track record of helping disadvantaged persons overcome adversity. JTK believes these partnerships and practices will help the City of Madison move towards their social justice goals. .

SITE AMENITIES

41. Describe the exterior amenities that will be available to tenants and guests (e.g., tot lot or play structure, outdoor exercise equipment, patio, permanent tables and chairs, greenspace, grill area, gardens, etc.).

Westgate Commons will have its own individual exterior amenities and the entire Westgate redevelopment will provide additional amenities for the community to use. The greater redevelopment will give Westgate Commons residents access to amenities that normal apartment complex cannot provide. Exclusively for Westgate Commons will be a large outdoor patio area that will include a grilling area, green space, and a variety of tables/seating. Also available to Westgate Commons residents will be the exterior amenities built for the entire neighborhood to enjoy. This will include a large community greenspace directly South of Westgate Commons. This area will have an open green area, native plantings, seating availability, and an artistic monument. The neighboring Hy-Vee grocery store is planning on holding outdoor events in this area or their parking lot just outside the greenspace. The Westgate redevelopment will also include a community butterfly garden furnished with native plants and flowers that encourage butterflies to take shelter in this location.

JTK has also been working closely with the City of Madison staff and Parks Department on having the Odana School Park interact with the Westgate redevelopment. The parks department did not want to build a play structure due to the previously built place structures a block away in 2019. They are planning on building a basketball court in the near future. JTK has developed the site to include a pathway that connects the redevelopment to the park, allowing Westgate Commons residents easy access to additional greenspace.

42. Describe the interior common area amenities that will be available to tenants and/or guests (e.g., community rooms, exercise room, business center, etc.). What parking will be provided and at what cost? Will the cost vary by CMI level? For family developments, will there be a year-round indoor play space for children?

Westgate Commons will provide a variety of interior amenities for its residents to enjoy. This will include a community gathering room. In previous developments this space has included a fire place, full size kitchen area with granite island, complimentary wifi/cable, a pool table, and a variety of seating. Westgate Commons will include onsite will be an exercise facility with state of the art equipment. Also included onsite will be a dedicated indoors year round play space for children. This space is still in the designing phase, but will include toys, books, and other children friendly items. Other interior common area amenities will include individual storage lockers and heated underground parking available to residents. We anticipate that underground reserved parking to rent for \$30-40 per stall per month, but will adjust that based on the recommendations of the market study.

43. Describe the interior apartment amenities, including plans for internet service (and cost to tenants, if any) and a non-smoking indoor environment throughout the building.

Westgate Commons will provide high level finishes throughout all units. Residents can expect their unit to include, stainless steel appliances, full size washer/dryer in unit, luxury vinyl plank flooring, hardwood cabinets and a private balcony or patio. There will be no difference in finish level between the market rate units and the affordable units. Additionally, all units will include free high speed internet in unit. In previous developments, JTK has partnered with ResTech Services to wire the building to allow for individual units to receive complimentary high speed internet. The costs incurred for this service is paid for by the development and the tenant has the ability to contract directly with Restech if they need more speed for their individual needs. The entire development will be a non-smoking environment, including outdoor common spaces and on individual balconies. Residents will be required to smoke outside the building premises and obey all state regulations. Attached is the no smoking addendum within the standard lease agreement that outlines the above rules.

PROPOSAL TIMELINE

44. Please list the estimated/target completion dates associated with the following activities/benchmarks to illustrate the timeline of how your proposal will be implemented.

Activity/Benchmark	Estimated Month/Year of Completion
Draft Site Plan Ready to Submit to Dev. Assistance Team (DAT) [<i>Target/Actual Month/Date</i>]	3/06/20
1 st Development Assistance Team/ Meeting (Due by 8/6/20) [<i>Target/Actual Month/Date</i>]	3/12/20
1 st Neighborhood Meeting (Due by 8/19/20) [<i>Target Month/Date</i>]	1/27/20
Submission of Land Use Application (Zoning Map Amendments Due by 9/16/20)	5/20/20
Submission of Land Use Application (Permissively Zoned Due by 10/7/20)	5/20/20
Plan Commission Consideration (If Rezoning, Due by 11/23/20 for 12/1/20 Common Council)	7/27/20
Urban Design Commission Consideration, if applicable [<i>Target Month/Date</i>]	7/01/20
Application to WHEDA	12/6/20
Complete Equity & Debt Financing	12/01/21
Acquisition/Real Estate Closing	6/01/21
Rehab or New Construction Bid Publishing	9/01/21
New Construction/Rehab Start	12/01/21
Begin Lease-Up/Marketing	8/01/22
New Construction/Rehab Completion	1/01/23
Certificates(s) of Occupancy Obtained	1/01/23
Complete Lease-Up	5/01/23
Request Final AHF Draw	5/01/23

HOUSING INFORMATION & UNIT MIX

45. Provide the following information for your proposed project. List the property address along with the number of units you are proposing by size, income category, etc. If this is a scattered site proposal, list each address separately with the number of units you are proposing by income category, size, and rent for that particular address and/or phase. Attach additional pages if needed.

ADDRESS #1:		160 Westgate Madison, WI 53711					Projected Monthly Unit Rents, Including Utilities					
% of County Median Income (CMI)	Total # of units	# of Bedrooms					\$ Rent for Studios	\$ Rent for 1 BRs	\$ Rent for 2 BRs	\$ Rent for 3 BRs	\$ Rent for 4+ BRs	
		# of Studios	# of 1 BRs	# of 2 BRs	# of 3 BRs	# of 4+ BRs						
≤30%	15	0	10	2	3	0		565	675	781		
40%	0	0	0	0	0	0						
50%	25	0	19	0	6	0		941		1305		
60%	16	0	6	10	0	0		1080	1220			
LIHTC Sub-total	56	0	35	12	9	0						
Market*	15	0	9	4	2	0		1150	1450	1500		
Total Units	71	0	44	16	11	0	Notes:					

*40% = 31-40% CMI; 50% = 41-50% CMI; 60% = 51-60% CMI; Market = >61% CMI.

ADDRESS #2:		# of Bedrooms					Projected Monthly Unit Rents, 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%	0	0	0	0	0	0						
50%	0	0	0	0	0	0						
60%	0	0	0	0	0	0						
LIHTC Sub-total	0	0	0	0	0	0						
Market*	0	0	0	0	0	0						
Total Units	0	0	0	0	0	0	Notes:					

*40% = 31-40% CMI; 50% = 41-50% CMI; 60% = 51-60% CMI; Market = >61% CMI.

NOTE: For proposals contemplating project-based vouchers (PBVs), please list vouchered units under the same CMI designation that you will be representing to WHEDA (e.g. if the LIHTC application to WHEDA presents 8 PBV units as 50% CMI or 60% CMI units, please include those on the “50%” or “60%” row in the above table(s)). The City of Madison will enforce this income designation in the AHF Loan Agreement, if this proposal is awarded funds. Include a comment in the Notes, e.g., Eight (8) 50% CMI units will have PBVs.

46. Utilities/amenities included in rent: Water/Sewer Electric Gas Free Internet In-Unit
 Washer/Dryer Other: _____

ENERGY EFFICIENCY, RENEWABLE ENERGY & SUSTAINABLE DESIGN

47. What is your organization's track record of developing projects that incorporate extraordinary sustainable, energy efficient, and/or green building design techniques? Please list any awards, industry standards or third-party certifications achieved on projects developed in the past ten years, LEED®, WELL, Passive House, etc.

Since inception, JT Klein Company has been committed to building sustainable developments with a variety of green features. The majority of the JTK portfolio includes a 30kw rooftop solar array system to reduce utility usage. JTK has also partnered with Focus on Energy on all of its developments to construct buildings with sustainable features and energy incentives. In JT Klein's most recent development, Stagecoach Trails, JTK partnered with MG&E to provide electronic vehicle charging stations at no additional costs to the residents. JTK plans on continuing to provide this feature at future developments. JTK has consistently scored well above WHEDAs minimum threshold for the Wisconsin Green Built Home standards. WHEDA has previously required a minimum score of 150 points and modified the scoring this year to achieve a minimum of 200 which this project will achieve. The JT Klein portfolio has consistently scored between 200-220 points in its Green Built Certification.

48. Please describe how this proposed development will contribute to the City's goal of 100% renewable energy and zero-net carbon emissions (originally adopted March 21, 2017). For more information, see [100% Renewable Madison Report](#).

Westgate Commons is proposing several different efforts to contribute to Madison's 100% renewable goal. This includes a 30kw rooftop solar array system, white rooftop, electric vehicle charging stations, energy star rated appliances, and natural landscaping to reduce landscape water usage. Additionally, Westgate Commons will score over 200 points in the Wisconsin Green Built Home standards.

49. Please describe the proposed project's energy efficiency goals. Please attach a copy of the confirmation page demonstrating that your organization has submitted an [Initial Application](#) for Focus on Energy's Energy Design Assistance program. Identify any third party certification, such as LEED®, WELL, Passive House or similar, that will be sought.

Westgate Commons will employ several green technologies and sustainable design features. On a different development JTK is currently in the construction process with Focus on Energy, and is planning on using the same energy saving measures on this project. Some of these measures include, white roofing, higher efficiency HVAC systems, rooftop solar array, motion sensor lighting in the common areas, storage lockers, and underground garage. Already having a project in the design phase gives JTK a better understanding of how to best utilize the Focus on Energy program and budget costs for this development. Other features green include Energy Star rated appliances, electric vehicle charging stations, and installing low flow fixtures and faucets throughout the development. Westgate Commons will also score over 200 points in the Wisconsin Green Built Home standards. Included with this response is a copy of the confirmation page verifying that the project has submitted its initial application to FOE.

50. How will this project contribute to creating a walkable, human-scaled community inside and outside the property lines?

Westgate Commons is a phase within the greater Westgate redevelopment, a redevelopment project that has been designed to build a unique urban community. The Westgate Mall was an icon of Madison for decades, making the redevelopment a high profile project with many neighborhood expectations. Throughout several neighborhood engagements, the neighbor's emphasized that the redevelopment needs to be walkable and have features that ties the community together.

JTK has designed the entire redevelopment to have very accessible bike and walking access. A dedicated green space has been carefully designed to encourage community interaction and allow the neighboring Hy-Vee to host events. This green space will contain a variety of seating and native landscaping, along with an art monument. An additional walkable feature will be the community butterfly garden located on the South-East portion of the site. This area is designed with native plants that attract butterflies. Inside Westgate Commons will be a variety of community amenity spaces including a community room, fitness center, outdoor patio area with grills, and a separate year round children's play room.

51. Describe how the local south-Central Wisconsin climate will inform the design of the proposed development and the challenges it will present.

Overall, JT Klein Company does not anticipate the Wisconsin climate to play a huge factor in the design and development of the project. JTK and its construction team partners have a great deal of experience developing successful projects within the harsh Wisconsin climates. Both JTK and its general contractor, McGann Construction, understand how to navigate the challenges that arise within hot humid summers, and dry freezing cold winters.

Some climate based factors JTK does take into account is the quantity of heated underground parking available and the completion date. The heated underground parking ratio is determined using market data and current JTK tenant data. JTK expects Westgate Commons to have ample parking to meet the demand of its residents during the Wisconsin Winters.

52. Describe this development's proposed strategies to reduce reliance on municipal water sources (i.e. water efficiency). Will the development incorporate systems to recapture and/or reuse water generated on-site?

Westgate Commons will use energy star rated appliances along with low flow fixtures and faucets to reduce water usage. Landscaping throughout the entire redevelopment will be native plantings that require less water to survive the Wisconsin climate. All common spaces will have bathroom faucets with motion sensors to reduce any chances of faucets being left on.

53. What building design and HVAC considerations will your team include to enhance community resiliency for building inhabitants in the face of a potential future pandemic?

JT Klein Company has been working with Masters Building Solutions at the possibility of adding Global Plasma Solutions (GPS) at this development. GPS HVAC systems are installed in UW Hospitals as an air purifying system that has been proven to kill viruses, bacteria, and mold in occupied spaces. A GPS system would dramatically reduce the risk associated with any potential future pandemic. Attached is a GPS information packet along with test results, including tests done on the COVID-19 virus. There is still plenty of research to be done before solutions will be recommended by the CDC. JTK plans on working closely with the architect, KBA, to implement other pandemic conscious solutions as they become available.

54. Describe this development's approach to accessibility, including the number and percent of accessible units proposed for each of level of accessibility. Will this development meet or exceed the minimum requirements? For rehab, describe the accessibility modifications that will be incorporated into the existing development.

Westgate Commons will have accessibility features throughout the common areas and units to score maximum points within WHEDA's Universal Design Criteria. Westgate Commons will be 100% visitable, providing an accessible route to all units. Some specific accessible features will be:

Within the Common Areas:

- 1) Automatic Door Openers
- 2) Accessible Signage
- 3) Accessible Public Bathroom Unit Features.

In Unit Accessibility. Minimum of 20% of the Units, (15 units) unless otherwise indicated:

- 1) Provide a circular or T-shaped turning space per Section 304 in kitchen(s) and accessible floor level bathroom(s) . Turning space shall be outside the door swing in bathrooms unless a 30" x 48" clear floor space is provided within the room beyond the arc of the door swing per Section 603.2.3 Exception 2. Sinks/vanities shall meet the requirements of Section 1003.12.4 including a height of 34" maximum above the floor with a clear floor space for forward approach.
- 2) Provide standard roll-in type shower compartment per Section 608.2.2. A two inch (2") maximum raised curb is acceptable. Minimum 5% of total development units. (4 units)
- 3) On accessible floor levels, all closet doors shall have a clear floor space of 30" x 48" minimum to allow either forward or parallel approach by wheelchair. Doors to closets that are more than 18" in depth shall provide at least 32" nominal clear opening.
- 4) Bottom edge of mirror at all accessible floor level bathroom sink/vanities to be 40" maximum above the floor. If medicine cabinet is provided in addition to a mirror, then bottom edge shelf on the cabinet to be 44" maximum above the floor.
- 5) All interior doors intended for user passage shall comply with Section 1003.5, which includes maneuvering clearances, thresholds, clear width, level hardware, etc.
- 6) Garbage disposal switch, range hood controls, and electrical receptacles shall meet the requirements of Section 309. At each section of countertop uninterrupted by a sink or appliance; as long as one accessible electrical receptacle is provided then other non- accessible receptacles may also be provided
- 7) Provide minimum one accessible work surface that meets all requirements of Section 1003.12.3 including top of counter at 34" above the floor , minimum 30" wide, and a clear floor space for forward approach.
- 8) Entrance doors to the unit shall comply with Section 404 including delayed action closers, maneuvering clearances, low profile threshold, etc. A screen door or storm door may be added in addition to the entrance door with installation method to allow for management to remove screen door or storm door at tenant request.
- 9) Where operable windows are provided, provide at least one window in each sleeping, living, and dining space complying with all of Section 309 including the following : are easily grasped with one hand without tight grasping, pinching, or twisting of the wrist; and are located no more than 48" above the floor . Provide 30" x 48" clear floor space for forward or parallel approach centered on the window. Minimum 10% of total development units. (8 units)
- 10) Carpet shall have 1/2" maximum pile and meet all requirements of Section 302.2
- 11) All unit light switches shall be Rocker type light switches.

55. For proposals that include rehabilitation, have you completed a capital needs assessment for this property? If so, summarize the scope and cost; Attach a copy of the capital needs assessment.

N/A

REAL ESTATE PROJECT DATA SUMMARY

56. Enter the site address (or addresses if scattered sites) of the proposed housing and answer the questions listed below for each site.

	# of Units Prior to Purchase	# of Units Post-Project	# Units Occupied at Time of Purchase	# Biz or Residential Tenants to be Displaced	# of Units Accessible Current?	Number of Units Post-Project Accessible?	Appraised Value Current (Or Estimated)	Appraised Value After Project Completion (Or Estimated)	Purchase Price
Address:	160 Westgate Mall Madison, WI 53711								
	0	71	0	0	0				
Address:	Enter Address 2								
Address:	Enter Address 3								

57. Identify any existing buildings on the proposed site, noting any that are currently occupied. Describe the planned demolition of any buildings on the site.

Currently onsite is the vacant Westgate Mall. The last tenant moved out in March of 2020. Prior to construction, the vacant mall will undergo environmental remediation to remove and properly dispose of any hazardous material. After environmental remediation, the remainder of the mall will be demolished. Useable demolition materials will be ground up and reused onsite during the grading process to reduce waste.

58. Will any business or residential tenants will be displaced temporarily or permanently? If so, please describe the relocation requirements, relocation plan and relocation assistance that you will implement or have started to implement.

No, the Westgate Mall has been vacant since March 2020.

DEVELOPMENT TEAM

59. Describe the project's organizational structure. Please attach an organizational chart detailing the roles of the applicant, all partners, and the ownership interest percentages of each party.

As with all 9% tax credit applications, Westgate Commons LLC. will be split into two ownership groups. There will be a TBD tax credit equity investor that will own 99.9% of Westgate Commons LLC. The other owner will be the Westgate Commons Managing Member LLC. that will own .01% of Westgate Commons LLC. Westgate Commons Managing Member LLC ownership will comprise of JT Klein Company- 100%. It should be noted that to be competitive for an AHP Grant, JTK will partner with either LSS or DCHA to have a controlling 51% interest in the Managing Member entity, however we have not reached an agreement with either party on that agreement yet. Attached is the organizational chart outlining the above ownership breakdown.

60. For projects that will be co-developed with a non-profit partner, please explain the non-profit's role in the development. State if the non-profit will have a controlling interest, Right of First Refusal, or General Partner Purchase Option. If not, please elaborate on how the non-profit organization will be involved in the long-term ownership of the development.

Ultimately whether LSS or DCHA or both end up as our non-profit partner their roles will include sponsoring JT Klein's application for AHP. As outlined previously, LSS will be providing supportive services long term for this project and our portfolio in Dane County. In the other 4 projects JT Klein has completed in Dane County previously, DCHA was the 51% GP partner and provided 15 year Project Based Vouchers for the project. JT Klein Company is a long time owner and intends to hold these projects well beyond the 15 year compliance period. As such, niether LSS or DCHA are contemplated to have ay right or first refusal.

61. Identify all key roles in your project development team, including architect, general contractor, legal counsel, property management agent, supportive services provider(s), and any other key consultants, if known.

Contact Person	Company	Role in Development	E-mail	Phone
Randy Bruce	Knothe Bruce Architects	Architect	rbruce@knothebruce.com	608-836-3690
William Cummings	Reinhart	Attorney	wcumings@reinhartlaw.com	414-298-8330

Michael Morey	Oakbrook Corporation	Property Manager	mmorey@oakbrookcorp.com	608-238-2600
Mike Kendhammer	SVA	Accountant	kendhammerm@sva.com	608-826-2404
Melissa Huggins	Urban Assets	Consultant	melissa@urbanassetsconsulting.com	608-819-6566
Karyn Knaak	Dane County Housing Authority	Non-Profit Partner	kknaak@dcha.net	608-224-3636
Dennis Hanson	Lutheran Social Services	Supportive Service Provider	dennis.hanson@lsswis.org	262-745-1000
Aaron	McGann Construction	General Contractor	aaron.kostichka@mcgannconstruction.com	608-241-5585
Ellen	Carlson	Homeless Service Provider	Ellen@momhelps.org	608-826-3404

62. For the following development team roles, please identify the number and/or percentage of women and persons of color employed by that company.

Company	Role in Development	# or % Employees who are Women	# or % Employees who are Persons of Color
JT Klein Company	Developer	0%	50%
McGann Construction	General Contractor	6%	11%
Oakbrook Corporation	Property Manager	90%	10%
Knothe Bruce Architects	Architect	40%	5%
Lutheran Social Services	Service Provider	79%	16%

DEVELOPMENT TEAM EXPERIENCE AND CAPACITY

Please describe the development team's experience in obtaining and successfully implementing LIHTC developments in accordance with the Additional Application Materials Section 2.4, Item 2 of the RFP.

REFERENCES

63. Please list at least three references who can speak to your work on similar developments completed by your team.

Name	Relationship	Email Address	Phone
Mike Kendhammer	Accountant/Principal @ SVA	kenhammerm@sva.com	608-826-2404
John Johannes	Lender/ Executive Vice President @ Town Bank	jjohannes@townbank.us	262-369-4223
Mike Davis	City Administrator-Middleton	mdavis@ci.middleton.wi.us	608-821-8350

PLEASE ATTACH THE FOLLOWING ADDITIONAL INFORMATION AND CHECK THE BOX WHEN ATTACHED:

- 1. A completed Application Budget Workbook, showing the City's proposed financial contribution and all other proposed financing.
- 2. Description of the Development Team's Experience and Capacity per Section 2.4, Item 2 of the RFP.
- 3.a. Letter(s) from Supportive Service Provider(s) detailing what services are necessary to be adequate for the number of supportive housing units and target population as well as what level of services they intend to provide.
- 3.b. A detailed map of the site and a second map using the AHF Affordable Housing Targeted Area Map showing the site in the context of the City.
- 3.c. A preliminary site plan and drawings, if available.
- 3.d. A Capital Needs Assessment report of the subject property, if the proposal is for a rehabilitation project and if the report is available at the time of application.
- 4. A confirmation page demonstrating that an Initial Application for Energy Design Assistance was submitted to Focus on Energy
- 5. Written confirmation from the Zoning Administrator of permissive zoning or a letter confirming the proposed site's zoning status and process.

NOTE: If a preliminary site plan is not available at the time of application, submittal will be required for DAT on August 6, 2020 with submittal with week prior. If the Capital Needs Assessment is not available at the time of application for a rehab project, submittal will be required by August 19, 2020.

Attachment B-1 Tenant Selection Plan - Support for Question 11

See below

Tenant Selection Plan

8Twenty Park Phase I and II

REVISION
5/30/2020

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ATTACHMENTS:

Exhibits A1

Exhibits B1 and B2

I. **Introduction**

a. **Development Description** – 8Twenty Park Phase I and II of Madison, WI (“Development”) is a 95-unit apartment community serving low and very low income families that is owned by JT Klein Company, Inc. (“Owner”) and managed by Oakbrook Corporation (“Management”). The Owner and Management, on behalf of the Owner, subscribe to the following procedures in qualifying applicants for occupancy in this Development, which includes 82 units subject to the statutory and regulatory requirements of the Federal Low Income Housing Tax Credit program (“LIHTC”), of which 15 units receive Section 8 project based rental assistance (“PBV”).

- i. The LIHTC Requirements mean collectively, LIHTC of the Internal Revenue Code of 1986, as amended, 26 U.S.C. LIHTC, its implementing federal tax regulations set forth in 26 CFR Part 1.42, the Low Income Housing Tax Credit Extended Use Agreement between the Owner and the Wisconsin Housing & Economic Development Authority (“WHEDA”) for the Development, and all applicable IRS revenue rulings, revenue procedures, tax assistance memoranda, and related written guidance and notices. The LIHTC Requirements apply to 82 units in the Development.
- ii. The HUD Requirements mean collectively, section 8 of the United States Housing Act of 1937, as amended, 42 U.S.C. 1437a (the “1937 Act”), and its implementing regulations for project-based section 8 rental assistance, 24 CFR Part 983, as amended or revised from time to time, the requirements of the Housing Assistance Payments Contract between HUD/CA and Owner for the Development (“HAP Contract”), and all applicable HUD handbooks, instructions, notices, guidance, letters and administrative requirements relating to project based section 8 rental subsidy. The HUD Requirements apply to 15 units in the Development.

b. **Tenant Type**

- i. The Development is designated as housing for families.
 1. Supportive Service Units – Nineteen units at the Development are designated for Veterans or for persons with disabilities.

c. **Unit Distribution**

- i. 35 units at up to 60% of median income in Dane County, WI
- ii. 36 units at up to 50% of the median income in Dane County, WI
- iii. 11 units at up to 30% of the median income in Dane County, WI
- iv. 13 market rate units

d. **Rent Structure** – Note that the tenant rent payment will not exceed HUD’s annual published limits for the LIHTC program.

- i. The current rent structure per LIHTC guidelines is attached as Exhibit A1.
 1. The rent structure for the PBV units is determined annually by the Owner and the Contract Administrator.

e. **Nondiscrimination Policies**

- i. General: Federal civil rights laws addressing fair housing prohibit discrimination against applicants or tenants on the basis of race, color, national origin, sex, gender, age, disability, religion, and familial status. Wisconsin fair housing regulations prohibit discrimination against applicants or tenants for federally protected classes plus the following: sexual orientation, marital status, ancestry, lawful source of income, and victims of domestic abuse or other crimes. Dane County fair housing regulations prohibit discrimination on the basis of federal and state protected classes plus the following: physical condition, mental illness, and handicap (including the right to service and

companion animals), type of military discharge, physical appearance, gender identity and gender expression (including transgender people), domestic partnership status, political beliefs, students status, and receipt of rental assistance.

HUD's Office of General Counsel issued a memo dated April 4, 2016, which is guidance concerning how the Fair Housing Act applies to the use of criminal history by providers or operators of housing and real-estate related transactions.

The Development is in compliance with this and other key federal civil rights laws regarding fair housing and accessibility as described below.

- ii. Fair Housing Act – The Development complies with Fair Housing Act Amendments of 1988 (“Fair Housing Act”) which prohibits discrimination in housing on the basis of race, color, religion, sex, disability, familial status, and national origin regardless of any federal financial assistance. Fair Housing Act obligations include:
 - 1. Management will not refuse, either directly or indirectly, to rent or negotiate for rental of a dwelling based on race, color, religion, sex, disability, familial status and national origin.
 - 2. Management will not (i) engage in activities that steer potential tenants away from or toward particular units by words or actions, (ii) make housing units and related services unavailable to any potential tenants, (iii) purposely provide false information to applicants about the availability of units that limits the living options of prospective tenants, and (iv) deny or limit services based on race, color, religion, sex, disability, familial status, and national origin.
 - 3. Management will market available units in a nondiscriminatory manner.
 - 4. Management will make reasonable accommodations in rules, policies, practices, or services as may be necessary to afford handicapped persons equal opportunity to use and enjoy a dwelling.
- iii. Section 504 of the Rehabilitation Act of 1973 (Section 504) prohibits discrimination based upon disability in all programs or activities operated by recipients of federal financial assistance. Section 504 obligations include the following:
 - 1. Allowing for reasonable structural modifications (with prior approval and, in certain circumstances, at tenant's expense) to units and/or common areas that are needed by applicants and tenants with disabilities, unless these modifications would change the fundamental nature of the project or result in undue financial and administrative burdens.
 - 2. Operating housing that is not segregated based upon disability or type of disability, unless authorized by federal statute or executive order.
 - 3. Providing auxiliary aids and services necessary for effective communication with persons with disabilities.
 - 4. Performing a self-evaluation of Management's programs and policies to ensure that they do not discriminate based on disability.
 - 5. Developing a transition plan to ensure that structural changes are properly implemented to meet program accessibility requirements.
 - 6. Section 504 also establishes accessibility requirements for newly constructed or rehabilitated housing, including providing a minimum percentage of accessible units.

7. In accordance with Section 504 of the Rehabilitation Act of 1973, accessible units are allocated using a special priority approach. When accessible units become available, the housing provider must offer the units in this order:
 - a. To current residents that would benefit from the available unit's accessibility features, but whose current unit does not have such features
 - b. To eligible and qualified households on the Waiting List with disabilities who would benefit from the available unit's accessibility features
 - c. To other eligible and qualified households on the Waiting List (i.e., without disabilities) which may require the household to agree, in writing, to transfer to a non-accessible unit at the owner's request (the request will only be made if an accessible unit is not available to a person who requires the features of an accessible unit)
8. The Section 504 Coordinator for this property is:

Jennifer Foland
Oakbrook Corporation
2 Science Court
Madison, WI 53701
608-238-2600
800-947-3529 TTY Relay

iv. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity:

1. Effective March 5, 2012, HUD implemented new regulations intended to ensure that HUD's core housing programs are open to all eligible persons regardless of actual or perceived sexual orientation, gender identity or marital status (HUD Notice 2015-01).
 2. Owners and operators of HUD-assisted housing, or housing whose financing is insured by HUD, must make housing available without regard to sexual orientation, gender identity, or marital status.
 3. All otherwise eligible households, regardless of marital status, sexual orientation, or gender identity, will have the opportunity to participate in HUD programs.
 4. Owners and operators of HUD-assisted housing or housing insured by HUD are prohibited from asking about an applicant or occupant's sexual orientation and gender identity for the purpose of determining eligibility or otherwise making housing available.
- v. Title VI of the Civil Rights Act of 1964: Prohibits all recipients of federal financial assistance from discriminating based on race, color, or national origin.
- vi. Age Discrimination Act of 1975: Prohibits discrimination based upon age in federally assisted and funded programs, except in limited circumstances. It is not a violation of the Age Discrimination Act to use age as screening criteria in a particular program if age distinctions are permitted by statute for that program or if age distinctions are a factor necessary for the normal operation of the program or the achievement of a statutory objective of the program or activity.

- vii. Executive Order 13166 – Limited English Proficiency: This Order requires Owner/Management to take reasonable steps to ensure meaningful access to the information and services they provide for persons with limited English proficiency. This may include interpreter services and/or written materials translated into other languages.
- viii. Violence Against Women and Justice Department Reauthorization Act of 2005 & 2013 & Final Rule of 2016 (“VAWA”): VAWA protects victims of domestic violence, dating violence, sexual assault, or stalking, as well as their immediate family members generally, from being evicted or being denied housing assistance if an incident of violence is reported and confirmed.
 - 1. Owner/Management responding to an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking that could potentially have an impact on a tenant’s participation in the housing program Owner/Management:
 - a. May request in writing that an individual complete, sign and submit within 14 business days of the request, the HUD-approved certification form (HUD-91066).
 - b. In lieu of the certification form or in addition to it, Owner/Management may accept (i) a federal, state, tribal, territorial, or local police record or court record or (ii) documentation signed and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) from whom the victim has sought assistance.
 - 2. Owner/Management will keep all information related to incident(s) of domestic violence, dating violence, sexual assault, or stalking in a separate secure location from other tenant files, and will not be shared unless:
 - a. Individual’s written consent is obtained;
 - b. Information is required for use in an eviction proceeding or termination or assistance; or
 - c. Otherwise required by law.
 - 3. If a victim commits separate criminal activity, they may be evicted for engaging in crime. In addition, if a victim poses an actual and imminent threat to other tenants or those employed at, or providing service to, the property, they could be evicted. Management may evict residents submitting a false certification of domestic violence, dating violence, sexual assault, or stalking.
 - 4. Management will remove, evict, and/or terminate assistance to an individual determined to be causing the abuse.

II. Preferences

- a. **Establishing Preferences** – Preferences are not permitted if they in any way negate affirmative marketing efforts or fair housing obligations. The following preferences apply to the Development:
 - i. Existing Tenant Preference: The following actions are always given priority if applicable, and if not, State Mandated Preferences take precedence.
 - 1. A unit transfer for household seeking protections under VAWA
 - 2. A unit transfer based on the need for an accessible unit

- 3. A unit transfer for a medical reason certified by a doctor
- 4. A unit transfer of a non-handicapped individual living in a handicapped accessible unit to accommodate a handicapped applicant on the Waiting List
- ii. Supportive Housing Preference: Preference will be given to persons with disabilities and/or veterans for the 19 units set aside as supportive housing units.
- iii. State/Federal Mandated Preferences: The Development must comply with any state or federal mandated preferences as described below:
 - 1. Displaced from an urban renewal area
 - 2. Displaced as a result of a government action
 - 3. Displaced as a result of a major disaster
- iv. Optional Preferences: The Development does not have any optional preferences.
- b. **Verification of Preferences** – The State/Federal Mandated Preferences will be verified by third party verification. (Exhibits B1 and B2)
- c. **Selection of Households for Participation**
 - i. An eligible applicant who qualifies for a preference will receive housing before any other applicant who is not so qualified. These preferences take precedence over other applicants' place on the Waiting List, or date of submission of application.
 - ii. Applicants will be informed of the availability of preferences, and will be given an opportunity to certify that they qualify for a preference. Applicants may claim a preference at any time during the application process.
- d. **When a Preference is Denied**
 - i. If it is determined that an applicant does not meet the criteria for receiving a preference, the applicant will promptly receive a written notice of this determination from Management. The notice will contain a brief statement of the reasons for the determination, and state that the applicant has the right to meet with the Management's designee to review this decision. If the applicant requests a meeting, it will be conducted by a person or persons designated by Management.
 - ii. Denial of a preference does not prevent the applicant from exercising any legal rights the applicant may have against Management and/or Owner.
- e. **Exceptions to the Preference Rule**
 - i. Relocation and/or Unit Transfers: Management must give priority to current households (i) when their units are designated for rehabilitation and/or (ii) for current households residing in a unit within the Development that has been designated as uninhabitable by federal, state, local municipalities or Management due to fire, flood, or other natural disaster.

III. Pre-Application Processing – Development will not use Preliminary Applications.

- a. **Distribution of Information** – Information will be given to households who respond to the marketing efforts about the Development's preferences and will indicate that all applicants will be given an opportunity to show that they qualify for a preference.
 - i. The information will state that those persons qualifying for a preference will receive housing before any other applicant who is not so qualified.

IV. Waiting List Procedures

- a. **Creation of Waiting List** – If an applicant is eligible for tenancy but no appropriately sized unit is available (as referred to in Section VII Occupancy Standards), Management will place the

applicant on the Waiting List for the Development. The Waiting List will be maintained electronically and in hard copy. Placement on the Waiting List does not guarantee occupancy; it merely means that these persons will be contacted in the future with detailed instructions on how to formally apply for residence at the Development. When names are placed on the Waiting List, persons will be informed that it is their responsibility to inform the Development's management office of changes in mailing address, telephone number, email address, or TTY/TDD number (if applicable). **A separate Waiting List will be maintained for the 19 units set aside as supportive housing units which includes the PBV units.**

b. Changes in Income or Household Composition

- i. When placed on the Waiting List, applicants will be informed to notify Management in writing if any changes to the following occur:
 1. Address and/or phone number
 2. Household composition
 3. Preference status
 4. Income

V. The Screening (Interview) Process

a. Application Requirements

The following information will be used to determine program eligibility for anyone who is seeking housing at the Development.

Live in aides, new household members, and police officers, security personnel or managers residing in units will be subject to same screening for drug abuse and other criminal activity applied to other applicants.

- i. Application – All adult household members must complete an application and sign the Authorization for Release of Information Form. Management shall accommodate persons with disabilities who, as a result of their disabilities, cannot utilize the Management's preferred application process by providing alternative methods of taking applications.
 - ii. A credit report will be ordered and an application fee may be charged to cover the actual cost of this report.
 - iii. A criminal background search will be obtained including a search of a State and National sex offender registry.
 - iv. Verification of employment, income, bank accounts, and other assets is required as applicable for each applicant.
 - v. Current and previous housing for past two years is required.
- b. Completion of Application Process** – All applications will be processed within thirty days after the date of the applicant's initial interview or within five business days of receipt of all required documentation, whichever is later (excluding weekends and designated federal holidays).

VI. Eligibility Requirements

a. Income – The annual gross income of the applicant(s) must:

- i. Be equal to or less than the income limit established by the applicable program's administrative rules for the appropriate household size; and
- ii. Meet the 45% rent to income threshold (exceptions may be made by Management for those households that have sufficient assets)

- b. **Sole Residence** – The unit must be the applicant’s sole residence in order for the applicant to be eligible for housing.
- c. **Social Security Numbers** – Social security numbers for all U.S. citizens must be disclosed for all adult household members.
- d. **Date of Birth** – Date of birth must be disclosed for all household members.
- e. **Student Eligibility Requirements LIHTC** – Households consisting entirely of full-time students (either currently or have been for five months of the current calendar year) do not qualify unless the household meets one of the following exceptions:
 - i. All members of the household are married and are entitled to file a joint tax return.
 - ii. The household consists of single parent(s) and their child (or children) and no one in the household is dependent of third party.
 - iii. At least one member of the household receives assistance under Title IV of the Social Security Act (i.e. TANF).
 - iv. At least one member of the household is participating in an officially sanctioned job training program.
 - v. At least one member of the household was formerly in foster care.

VII. Occupancy Standards

- a. The standards used at this development will be no more than two persons per bedroom.
 - i. Exceptions may be made on non-senior properties for minors under the age of two years old.
- b. The unit applied for must have enough space to accommodate the applicant’s household.
- c. Management’s occupancy standards comply with federal, state and local fair housing and civil rights laws, landlord-tenant laws and zoning restrictions.

VIII. Rejection Criteria – The ability of the applicant to fulfill lease obligations will be considered. In addition to verifying whether a household is income qualified and program eligible, management will use various criteria in determining the acceptability of all applicants. An applicant may be rejected for one or more of the following reasons:

- a. **Insufficient/Inaccurate Information on Application** – refusing to cooperate fully in all aspects of the application process or supplying false information will be grounds for rejection.
- b. **Credit and Financial Standing**
 - i. Unsatisfactory history of meeting financial obligations (including, but not limited to timely payment of rent, outstanding judgments, or a history of late payment of bills) will be considered. If an applicant is rejected based on the credit report, they will be provided the name of the credit bureau that performed the credit. Management will not disclose the specifics of any information reported by the credit bureau. Applicants will be given the opportunity to correct or clear the adverse credit.
 - ii. The inability to verify credit references is a factor for rejection of an application. Consideration will be given for special circumstances in which credit has not been established.
- c. **Criminal Convictions/Current Drug Use**
 - i. Applicants who fall into the following categories will be rejected:
 - 1. Any household in which any member whose use of marijuana, or current addiction to or engagement in the illegal use of a controlled substance interferes with the health, safety, or right to peaceful enjoyment of the

premises by other residents will be denied admission and, if an occupant, will be subject to termination of tenancy.

2. Any household in which any member was evicted in the last three years from federally assisted housing for drug-related criminal activity. Exception: if the evicted household member has successfully completed an approved supervised drug rehabilitation or the circumstances leading to the eviction no longer exist (e.g., the household member no longer resides with the applicant household).
 3. Any household member that is subject to a state sex offender lifetime requirement.
 4. Any household member for whom there is reasonable cause to believe that the member's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment by other residents. The screening standards must be based on behavior, not the condition of alcoholism or alcohol abuse.
 5. Any household member who has been convicted of the following felonies:
 - a. Homicide
 - b. Kidnapping/abduction
 - c. Forcible Sex
 - d. Arson
- ii. Additional criminal history will be considered and may be the cause of rejection:
1. Assault
 2. Domestic abuse resulting in assault or battery charges unless applicant is a victim of domestic violence, dating violence, sexual assault, or stalking as defined by the Violence Against Women Act (VAWA)
 3. Weapons violations
 4. Other violent felonies not listed above
 5. Fugitive felon status or parole violations
 6. Theft, burglary, breaking and entering, fraud or larceny
 7. Vandalism exceeding \$1,000
 8. Disturbing the peace (repeat offender)
 9. Criminal trespass
 10. Other criminal behavior that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or people who live in the immediate vicinity of the site or the health and safety of the owner, employees, contractors, subcontractors or agents of the owner.
- iii. Management will consider the criminal activity that occurred during the following periods:
1. Misdemeanors during the past seven-year period
 2. Gross misdemeanors during the past fifteen-year period
 3. Felonies (not listed as automatic rejections) during the past ten-year to thirty-year period

d. History of Residence

- i. Management will consider whether the applicant or any other person who will be living in the unit, has a history of physical violence to persons or property, or has exhibited living habits at prior residences that could adversely affect the health, safety, and quiet enjoyment of other residents at the rental community. Management will consider all

circumstance regarding this type of activity as well as the period during which it occurred.

- e. **Household Characteristics** – Household size or household characteristics were not appropriate for the specific type of unit available at the time of application.

IX. Rejection Procedures

- a. If management rejects an application, a formal letter of rejection will be sent to the applicant at the address shown on the application unless otherwise notified. If the cause for rejection is due to an unfavorable credit history, the applicant will be notified of the credit reporting service, their address and telephone number for direct contact with the service. If it can be verified that the credit report is in error, the application will be re-processed, and, if accepted, the application will be prioritized according to the original application date. Management may not discuss credit-reporting information with the applicant.

X. Special Occupancy Categories – Applicants will be interviewed and processed as authorized in Sections V through VIII, with exceptions made as follows:

- a. **Persons with Disabilities**
 - i. An applicant with disabilities will be given priority for an accessible unit if such applicant deems that this type of unit is appropriate for their household.
 - ii. If the household determines that the accessible unit is not appropriate for the household's needs, the household's name will be returned to its place on the Waiting List.

Attachment B-2 Affirmative Fair Housing Marketing Plan - Support for Questions 13 & 14

See below

Note to all applicants/respondents: This form was developed with Nuance, the official HUD software for the creation of HUD forms. HUD has made available instructions for downloading a free installation of a Nuance reader that allows the user to fill-in and save this form in Nuance. Please see <http://portal.hud.gov/portal/documents/huddoc?id=nuancereaderinstall.pdf> for the instructions. Using Nuance software is the only means of completing this form.

Affirmative Fair Housing Marketing Plan (AFHMP) - Multifamily Housing

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0013
(exp. 12/31/2016)

1a. Project Name & Address (including City, County, State & Zip Code) Westgate Commons 160 Westgate Mall Madison, WI 53711 Dane County	1b. Project Contract Number []	1c. No. of Units 71
	1d. Census Tract 4.02 - Madison, WI 53711	
	1e. Housing/Expanded Housing Market Area Housing Market Area: Madison, WI Expanded Housing Market Area: Dane County, WI	
1f. Managing Agent Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address Oakbrook Corporation, 2 Science Court, Madison, WI 53711 (608) 238-2600 jfoland@oakbrookcorp.com		
1g. Application/Owner/Developer Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address JT Klein Company, INC. 818 S. Park Street, Madison, Dane County, WI 53715 jacob@jtklein.com 612-202-1577		
1h. Entity Responsible for Marketing (check all that apply) <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Other (specify) [] Position, Name (if known), Address (including City, County, State & Zip Code), Telephone Number & Email Address Property Manager		
1i. To whom should approval and other correspondence concerning this AFHMP be sent? Indicate Name, Address (including City, State & Zip Code), Telephone Number & E-Mail Address. Jennifer Foland, Oakbrook Corp, 2 Science Court, Madison, WI 53711 (608) 443-1061 jfoland@oakbrookcorp.com		
2a. Affirmative Fair Housing Marketing Plan Plan Type <input type="text" value="Initial Plan"/> Date of the First Approved AFHMP: <input type="text"/> Reason(s) for current update: <input type="text"/>		
2b. HUD-Approved Occupancy of the Project (check all that apply) <input type="checkbox"/> Elderly <input checked="" type="checkbox"/> Family <input type="checkbox"/> Mixed (Elderly/Disabled) <input type="checkbox"/> Disabled		
2c. Date of Initial Occupancy <input type="text" value="08/01/2022"/>	2d. Advertising Start Date Advertising must begin <i>at least</i> 90 days prior to initial or renewed occupancy for new construction and substantial rehabilitation projects. Date advertising began or will begin <input type="text" value="01/01/2022"/> For existing projects, select below the reason advertising will be used: To fill existing unit vacancies <input type="checkbox"/> To place applicants on a waiting list <input type="checkbox"/> (which currently has <input type="text"/> individuals) To reopen a closed waiting list <input type="checkbox"/> (which currently has <input type="text"/> individuals)	

3a. Demographics of Project and Housing Market Area
Complete and submit Worksheet 1.

3b. Targeted Marketing Activity

Based on your completed Worksheet 1, indicate which demographic group(s) in the housing market area is/are *least* likely to apply for the housing without special outreach efforts. (check all that apply)

- White American Indian or Alaska Native Asian Black or African American
 Native Hawaiian or Other Pacific Islander Hispanic or Latino Persons with Disabilities
 Families with Children Other ethnic group, religion, etc. (specify)

4a. Residency Preference

Is the owner requesting a residency preference? If yes, complete questions 1 through 5.
If no, proceed to Block 4b.

(1) Type

(2) Is the residency preference area:
The same as the AFHMP housing/expanded housing market area as identified in Block 1e?

The same as the residency preference area of the local PHA in whose jurisdiction the project is located?

(3) What is the geographic area for the residency preference?

(4) What is the reason for having a residency preference?

(5) How do you plan to periodically evaluate your residency preference to ensure that it is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a)?

Complete and submit Worksheet 2 when requesting a residency preference (see also 24 CFR 5.655(c)(1)) for residency preference requirements. The requirements in 24 CFR 5.655(c)(1) will be used by HUD as guidelines for evaluating residency preferences consistent with the applicable HUD program requirements. See also HUD Occupancy Handbook (4350.3) Chapter 4, Section 4.6 for additional guidance on preferences.

4b. Proposed Marketing Activities: Community Contacts

Complete and submit Worksheet 3 to describe your use of community contacts to market the project to those least likely to apply.

4c. Proposed Marketing Activities: Methods of Advertising

Complete and submit Worksheet 4 to describe your proposed methods of advertising that will be used to market to those least likely to apply. Attach copies of advertisements, radio and television scripts, Internet advertisements, websites, and brochures, etc.

5a. Fair Housing Poster

The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Check below all locations where the Poster will be displayed.

Rental Office Real Estate Office Model Unit Other (specify)

5b. Affirmative Fair Housing Marketing Plan

The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check below all locations where the AFHMP will be made available.

Rental Office Real Estate Office Model Unit Other (specify)

5c. Project Site Sign

Project Site Signs, if any, must display in a conspicuous position the HUD approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Check below all locations where the Project Site Sign will be displayed. Please submit photos of Project signs.

Rental Office Real Estate Office Model Unit Entrance to Project Other (specify)

The size of the Project Site Sign will be x
The Equal Housing Opportunity logo or slogan or statement will be x

6. Evaluation of Marketing Activities

Explain the evaluation process you will use to determine whether your marketing activities have been successful in attracting individuals least likely to apply, how often you will make this determination, and how you will make decisions about future marketing based on the evaluation process.

Project and applicant demographics will be evaluated at least annually to determine whether minority groups listed appear to be responding to our marketing efforts. If our evaluation of the project population and applicant list shows that targeted groups have not responded to our marketing efforts, we will determine which marketing tactics are most effective based on referrals. Marketing will be adjusted based on this analysis; for example, by expanding marketing efforts geographically or adding community contacts to attract targeted groups.

7a. Marketing Staff

What staff positions are/will be responsible for affirmative marketing?

Property Manager

7b. Staff Training and Assessment: AFHMP

- (1) Has staff been trained on the AFHMP? Yes
- (2) Has staff been instructed in writing and orally on non-discrimination and fair housing policies as required by 24 CFR 200.620(c)? Yes
- (3) If yes, who provides instruction on the AFHMP and Fair Housing Act, and how frequently?

Annual Fair Housing Training Seminars and Corporate training on AFHMP.

- (4) Do you periodically assess staff skills on the use of the AFHMP and the application of the Fair Housing Act? Yes
- (5) If yes, how and how often?

Annual review of Property outreach and annual Fair Housing training.

7c. Tenant Selection Training/Staff

- (1) Has staff been trained on tenant selection in accordance with the project's occupancy policy, including any residency preferences? Yes
- (2) What staff positions are/will be responsible for tenant selection?

Property Manager

7d. Staff Instruction/Training:

Describe AFHM/Fair Housing Act staff training, already provided or to be provided, to whom it was/will be provided, content of training, and the dates of past and anticipated training. Please include copies of any AFHM/Fair Housing staff training materials.

1. Each full-time employee of Oakbrook Corporation is required to participate in Fair Housing refresher training annually through the Fair Housing Council of Wisconsin.
2. Periodic updates to Fair Housing regulations are distributed to all employees for review.
3. All Oakbrook Corporation employees are required to adhere to Fair Housing practices as directed in our standards of conduct. Failure to do so will result in disciplinary action.
4. Each new employee of Oakbrook Corporation is required to complete different aspects of training, including Fair Housing.

8. Additional Considerations Is there anything else you would like to tell us about your AFHMP to help ensure that your program is marketed to those least likely to apply for housing in your project? Please attach additional sheets, as needed.

9. Review and Update

By signing this form, the applicant/respondent agrees to implement its AFHMP, and to review and update its AFHMP in accordance with the instructions to item 9 of this form in order to ensure continued compliance with HUD's Affirmative Fair Housing Marketing Regulations (see 24 CFR Part 200, Subpart M). I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (See 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)

Jennifer Foland 7/12/2020

Name (type or print)

Jennifer Foland

Title & Name of Company

Director of Compliance, Oakbrook Corporation, Agent for Owner

For HUD-Office of Housing Use Only

Reviewing Official:

For HUD-Office of Fair Housing and Equal Opportunity Use Only

Approval Disapproval

Signature & Date (mm/dd/yyyy)

Signature & Date (mm/dd/yyyy)

Name
(type
or
print)

Title

Name
(type
or
print)

Title

Public reporting burden for this collection of information is estimated to average six (6) hours per initial response, and four (4) hours for updated plans, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

Purpose of Form: All applicants for participation in FHA subsidized and unsubsidized multifamily housing programs with five or more units (see 24 CFR 200.615) must complete this Affirmative Fair Housing Marketing Plan (AFHMP) form as specified in 24 CFR 200.625, and in accordance with the requirements in 24 CFR 200.620. The purpose of this AFHMP is to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. The AFHMP helps owners/agents (respondents) effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy. Affirmative fair housing marketing and planning should be part of all new construction, substantial rehabilitation, and existing project marketing and advertising activities.

An AFHM program, as specified in this Plan, shall be in effect for each multifamily project throughout the life of the mortgage (24 CFR 200.620(a)). The AFHMP, once approved by HUD, must be made available for public inspection at the sales or rental offices of the respondent (24 CFR 200.625) and may not be revised without HUD approval. This form contains no questions of a confidential nature.

Applicability: The form and worksheets must be completed and submitted by all FHA subsidized and unsubsidized multifamily housing program applicants.

INSTRUCTIONS:

Send completed form and worksheets to your local HUD Office, Attention: Director, Office of Housing

Part 1: Applicant/Respondent and Project

Identification. Blocks 1a, 1b, 1c, 1g, 1h, and 1i are self-explanatory.

Block 1d- Respondents may obtain the Census tract number from the U.S. Census Bureau (<http://factfinder2.census.gov/main.html>) when completing Worksheet One.

Block 1e- Respondents should identify both the housing market area and the expanded housing market area for their multifamily housing projects. Use abbreviations if necessary. A **housing market area** is the area from which a multifamily housing project owner/agent may reasonably expect to draw a substantial number of its tenants. This could be a county or Metropolitan Division. The U.S. Census Bureau provides a range of levels to draw from.

An **expanded housing market area** is a larger geographic area, such as a Metropolitan Division or a Metropolitan Statistical Area, which may provide additional demographic diversity in terms of race, color, national origin, religion, sex, familial status, or disability.

Block 1f- The applicant should complete this block only if a Managing Agent (the agent cannot be the applicant) is implementing the AFHMP.

Part 2: Type of AFHMP

Block 2a- Respondents should indicate the status of the AFHMP, i.e., initial or updated, as well as the date of the first approved AFHMP. Respondents should also provide the reason (s) for the current update, whether the update is based on the five-year review or due to significant changes in project or local demographics (See instructions for Part 9).

Block 2b- Respondents should identify all groups HUD has approved for occupancy in the subject project, in accordance with the contract, grant, etc.

Block 2c- Respondents should specify the date the project was/will be first occupied.

Block 2d- For new construction and substantial rehabilitation projects, advertising must begin at least 90 days prior to initial occupancy. In the case of existing projects, respondents should indicate whether the advertising will be used to fill existing vacancies, to place individuals on the project's waiting list, or to re-open a closed waiting list. Please indicate how many people are on the waiting list when advertising begins.

Part 3 Demographics and Marketing Area.

"Least likely to apply" means that there is an identifiable presence of a specific demographic group in the housing market area, but members of that group are not likely to apply for the housing without targeted outreach, including marketing materials in other languages for limited English proficient individuals, and alternative formats for persons with disabilities. Reasons for not applying may include, but are not limited to, insufficient information about housing opportunities, language barriers, or transportation impediments.

Block 3a - Using Worksheet 1, the respondent should indicate the demographic composition of the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area. The applicable housing market area and expanded housing market area should be indicated in Block 1e. Compare groups within rows/across columns on Worksheet 1 to identify any under-represented group(s) relative to the surrounding housing market area and expanded housing market area, i.e., those group(s) "least likely to apply" for the housing without targeted outreach and marketing. If there is a particular group or subgroup with members of a protected class that has an identifiable presence in the housing market area, but is not included in Worksheet 1, please specify under "Other."

Respondents should use the most current demographic data from the U.S. Census or another official source such as a local government planning office. Please indicate the source of your data in Part 8 of this form.

Block 3b - Using the information from the completed Worksheet 1, respondents should identify the demographic group(s) least likely to apply for the housing without special outreach efforts by checking all that apply.

Part 4 - Marketing Program and Residency Preference (if any).

Block 4a - A residency preference is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). Respondents should indicate whether a residency preference is being utilized, and if so, respondents should specify if it is new, revised, or continuing. If a respondent wishes to utilize a residency preference, it must state the preference area (and provide a map delineating the precise area) and state the reason for having such a preference. The respondent must ensure that the preference is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a) (see 24 CFR 5.655(c)(1)).

Respondents should use Worksheet 2 to show how the percentage of the eligible population living or working in the residency preference area compares to that of residents of the project, project applicant data, census tract, housing market area, and expanded housing market area. The percentages would be the same as shown on completed Worksheet 1.

Block 4b - Using Worksheet 3, respondents should describe their use of community contacts to help market the project to those least likely to apply. This table should include the name of a contact person, his/her address, telephone number, previous experience working with the target population(s), the approximate date contact was/will be initiated, and the specific role the community contact will play in assisting with affirmative fair housing marketing or outreach.

Block 4c - Using Worksheet 4, respondents should describe their proposed method(s) of advertising to market to those least likely to apply. This table should identify each media option, the reason for choosing this media, and the language of the advertisement. Alternative format(s) that will be used to reach persons with disabilities, and logo(s) that will appear on the various materials (as well as their size) should be described.

Please attach a copy of the advertising or marketing material.

Part 5 – Availability of the Fair Housing Poster, AFHMP, and Project Site Sign.

Block 5a - The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Respondents should indicate all locations where the Fair Housing Poster will be displayed.

Block 5b -The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check all of the locations where the AFHMP will be available.

Block 5c -The Project Site Sign must display in a conspicuous position the HUD-approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Respondents should indicate where the Project Site Sign will be displayed, as well as the size of the Sign and the size of the logo, slogan, or statement. **Please submit photographs of project site signs.**

Part 6 - Evaluation of Marketing Activities.

Respondents should explain the evaluation process to be used to determine if they have been successful in attracting those individuals identified as least likely to apply. Respondents should also explain how they will make decisions about future marketing activities based on the evaluations.

Part 7 - Marketing Staff and Training.

Block 7a - Respondents should identify staff positions that are/will be responsible for affirmative marketing.

Block 7b - Respondents should indicate whether staff has been trained on the AFHMP and Fair Housing Act.

Please indicate who provides the training and how frequently. In addition, respondents should specify whether they periodically assess staff members' skills in using the AFHMP and in applying the Fair Housing Act. They should state how often they assess employee skills and how they conduct the assessment.

Block 7c - Respondents should indicate whether staff has been trained on tenant selection in accordance with the project's occupancy policy, including residency preferences (if any). Respondents should also identify those staff positions that are/will be responsible for tenant selection.

Block 7d - Respondents should include copies of any written materials related to staff training, and identify the dates of past and anticipated training.

Part 8 - Additional Considerations.

Respondents should describe their efforts not previously mentioned that were/are planned to attract those individuals least likely to apply for the subject housing.

Part 9 - Review and Update.

By signing the respondent assumes responsibility for implementing the AFHMP. Respondents must review their AFHMP every five years or when the local Community Development jurisdiction's Consolidated Plan is updated, or when there are significant changes in the demographics of the project or the local housing market area. When reviewing the plan, the respondent should consider the current demographics of the housing market area to determine if there have been demographic changes in the population in terms of race, color, national origin, religion, sex, familial status, or disability. The respondent will then determine if the population least to likely to apply for the housing is still the population identified in the AFHMP, whether the advertising and publicity cited in the current AFHMP are still appropriate, or whether advertising sources should be modified or expanded. Even if the demographics of the housing market area have not changed, the respondent should determine if the outreach currently being performed is reaching those it is intended to reach as measured by project occupancy and applicant data. If not, the AFHMP should be updated. The revised AFHMP must be submitted to HUD for approval. HUD may review whether the affirmative marketing is actually being performed in accordance with the AFHMP. If based on their review, respondents determine the AFHMP does not need to be revised, they should maintain a file documenting what was reviewed, what was found as a result of the review, and why no changes were required. HUD may review this documentation.

Notification of Intent to Begin Marketing.

No later than 90 days prior to the initiation of rental marketing activities, the respondent must submit notification of intent to begin marketing. The notification is required by the AFHMP Compliance Regulations (24 CFR 108.15). The Notification is submitted to the Office of Housing in the HUD Office servicing the locality in which the proposed housing will be located. Upon receipt of the Notification of Intent to Begin Marketing from the applicant, the monitoring office will review any previously approved plan and may schedule a pre-occupancy conference. Such conference will be held prior to initiation of sales/rental marketing activities. At this conference, the previously approved AFHMP will be reviewed with the applicant to determine if the plan, and/or its proposed implementation, requires modification prior to initiation of marketing in order to achieve the objectives of the AFHM regulation and the plan.

OMB approval of the AFHMP includes approval of this notification procedure as part of the AFHMP. The burden hours for such notification are included in the total designated for this AFHMP form.

**Worksheet 1: Determining Demographic Groups Least Likely to Apply for Housing Opportunities
(See AFHMP, Block 3b)**

In the respective columns below, indicate the percentage of demographic groups among the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area (See instructions to Block 1e). If you are a new construction or substantial rehabilitation project and do not have residents or project applicant data, only report information for census tract, housing market area, and expanded market area. The purpose of this information is to identify any under-representation of certain demographic groups in terms of race, color, national origin, religion, sex, familial status, or disability. If there is significant under-representation of any demographic group among project residents or current applicants in relation to the housing/expanded housing market area, then targeted outreach and marketing should be directed towards these individuals least likely to apply. Please indicate under-represented groups in Block 3b of the AFHMP. **Please attach maps showing both the housing market area and the expanded housing market area.**

Demographic Characteristics	Project's Residents	Project's Applicant Data	Census Tract	Housing Market Area	Expanded Housing Market Area
% White			78.8%	78.9%	84.0%
% Black or African American			9.82%	7.3%	5.1%
% Hispanic or Latino			7.52%	4.5%	6.3%
% Asian			4.91%	7.4%	5.7%
% American Indian or Alaskan Native			.4%	.4%	.3%
% Native Hawaiian or Pacific Islander			0%	0%	0%
% Persons with Disabilities			2.3%	8.1%	8.7%
% Families with Children under the age of 18			22.6	43.4	20.8
Other (specify)					
Veterans			4.1%	4.6%	5.7%

N/A

Worksheet 2: Establishing a Residency Preference Area (See AFHMP, Block 4a)

Complete this Worksheet if you wish to continue, revise, or add a residency preference, which is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). If a residency preference is utilized, the preference must be in accordance with the non-discrimination and equal opportunity requirements contained in 24 CFR 5.105(a). This Worksheet will help show how the percentage of the population in the residency preference area compares to the demographics of the project's residents, applicant data, census tract, housing market area, and expanded housing market area. **Please attach a map clearly delineating the residency preference geographical area.**

Demographic Characteristics	Project's Residents (as determined in Worksheet 1)	Project's Applicant Data (as determined in Worksheet 1)	Census Tract (as determined in Worksheet 1)	Housing Market Area (as determined in Worksheet 1)	Expanded Housing Market Area (as determined in Worksheet 1)	Residency Preference Area (if applicable)
% White						
% Black or African American						
% Hispanic or Latino						
% Asian						
% American Indian or Alaskan Native						
% Native Hawaiian or Pacific Islander						
% Persons with Disabilities						
% Families with Children under the age of 18						
Other (specify)						
Veterans						

Worksheet 3: Proposed Marketing Activities – Community Contacts (See AFHM Plan, Block 4b)

For each targeted marketing population designated as least likely to apply in Block 3b, identify at least one community contact organization you will use to facilitate outreach to the group. This could be a social service agency, religious body, advocacy group, community center, etc. State the names of contact persons, their addresses and phone numbers, their previous experience working with the target population, the approximate date contact was/will be initiated, and the specific role they will play in assisting with the affirmative fair housing marketing program. Attach additional pages, if necessary.

Targeted Population(s)	Community Contacts(s), including required information
Asian	United Refugee Services of Wisconsin , Director, 2132 Fordem Ave, Madison, WI 53704. 608-256-6400. This organization provides numerous services to Asians living in Dane County. Contact will be initiated 90 days prior to lease-up. After lease-up, contact will be made annually.
African American	African American Communication & Collaboration Council , Floyd Rose, Director, 608-241-5858, PO Box 8577, Madison, WI 53708-8577. The council supports positive efforts with, and on behalf of, African Americans in the Madison area by establishing mutually beneficial relationships and establishing ongoing dialogue regarding community issues. Contact will be initiated 90 days prior to lease-up. After lease-up, contact will be made annually.
Hispanic	Centro Hispano of Dane County , WI, Karen Menedez, Director, 608-258-3018, 810 W Badger Rd, Madison, WI, 53713. This organization works to connect with communities to share cultures and bring together resources. Contact will be initiated 90 days prior to lease-up. After lease-up, contact will be made annually.
All Groups	United Way of Dane County , Director, 608-246-4350, 2059 Atwood Ave, Madison, WI 53704. United Way is integral in bringing resources to communities and their main focus is on achieving measurable results in areas such as education, medical resource information, housing contacts and other resources for the residents of the community. Contact will be initiated 90 days prior to lease-up. After lease-up, contact will be made annually.
All Groups	WI Department of Health Services , Director, 608-266-1865, 1 W Wilson St, Madison, WI 53703. WI DHS provides resources and information to community members on health care, education, senior care, disability determination, and affordable housing. Contact will be initiated 90 days prior to lease-up. After lease-up, contact will be made annually.
All Groups	Dane County Department of Human Services , 122 Northport Dr, Madison, WI 53704. Jean Kuehn; Phone: 608-242-6418; Fax: 608-242-6293; Email: kuehn@countyofdane.com . Dane County DHS provides cost-effective services to improve the lives of residents, emphasizing independence, respecting diversity and strengthening the community. Contact will be initiated 90 days prior to lease-up. After lease-up, contact will be made annually.
All Groups	Catholic Charities of Madison , Jack Fonder, Director, 608-821-3100, 702 S High Point Rd, Madison, WI 53744. This organization provides services that effectively address the physical, emotional and spiritual needs of individuals and families to develop self-sufficiency. Contact will be initiated 90 days prior to lease-up. After lease-up, contact will be made annually.
All Groups	Lutheran Social Services , Director, 608-277-2970, 6314 Odana Rd, Madison, WI 53719-1194. LSS works to improve the quality of the lives of their clients by providing resources that enable them to become and/or remain independent. Contact will be initiated 90 days prior to lease-up. After lease-up, contact will be made annually.
All Groups	Veteran's Administration , Madison Vet Center, Director, 608-264-5342. The VA provides support and resources for area veterans which includes working with housing providers and providing disability, pension and educational assistance. Contact will be initiated 90 days prior to lease-up. After lease-up, contact will be made annually.
All Groups	Aging and Disability Resource Center of Dane County , 608-240-7400, 2865 N. Sherman Avenue, Madison, WI 53704. ADRC provides information about resources and support on all aspects of life related to aging or living with a disability. Contact will be initiated 90 days prior to lease-up. After lease-up, contact will be made annually.

Worksheet 4: Proposed Marketing Activities – Methods of Advertising (See AFHM Plan, Block 4c)

Complete the following table by identifying your targeted marketing population(s), as indicated in Block 3b, as well as the methods of advertising that will be used to market to that population. For each targeted population, state the means of advertising that you will use, as applicable to that group. In each block, in addition to specifying the media that will be used (e.g., name of newspaper, television station, website, location of bulletin board, etc.), state any language(s) in which the material will be provided, identify any alternative format(s) to be used (e.g., Braille, large print, etc.), and specify the logo(s) (as well as size) that will appear on the various materials. Attach additional pages, if necessary.

Targeted Population(s)-> Methods of Advertising:	Targeted Population:	Targeted Population:	Targeted Population:
Newspaper(s)			
Radio Station(s)			
TV Station(s)			
Electronic Media Rent.com & ApartmentGuide.com Property Website	Hispanic or Latino through SEO Targeting with Keywords.	Black or African American through SEO Targeting with Keywords.	Asian through SEO Targeting with Keywords.
Bulletin Boards			
Brochures, Notices, Flyer Brochures	Hispanic or Latino – Brochure provided to Centro Hispano of Dane County; United Way of Dane County; Catholic Charities of Madison; Aging and Disability Resource Center of Dane County; Lutheran Social Services.	Black or African American – Brochure provided to African American Communication & Collaboration Council; United Way of Dane County; Catholic Charities of Madison; Aging and Disability Resource Center of Dane County; Lutheran Social Services.	Asian – Brochure provided to United Way of Dane County; Catholic Charities of Madison; Aging and Disability Resource Center of Dane County; Lutheran Social Services.
Other (specify)			

Worksheet 4: Proposed Marketing Activities – Methods of Advertising (See AFHM Plan, Block 4c)

Complete the following table by identifying your targeted marketing population(s), as indicated in Block 3b, as well as the methods of advertising that will be used to market to that population. For each targeted population, state the means of advertising that you will use, as applicable to that group. In each block, in addition to specifying the media that will be used (e.g., name of newspaper, television station, website, location of bulletin board, etc.), state any language(s) in which the material will be provided, identify any alternative format(s) to be used (e.g., Braille, large print, etc.), and specify the logo(s) (as well as size) that will appear on the various materials. Attach additional pages, if necessary.

Targeted Population(s)-> Methods of Advertising:	Targeted Population:	Targeted Population:	Targeted Population:
Newspaper(s)			
Radio Station(s)			
TV Station(s)			
Electronic Media Rent.com & ApartmentGuide.com Property Website	Persons with Disabilities through SEO Targeting with Keywords	Veterans through SEO Targeting with Keywords	
Bulletin Boards			
Brochures, Notices, Flyer Brochures	Persons with Disabilities – Brochure provided to Dane County Department of Human Services; WI Dept. of Health Services; Lutheran Social Services; Veteran’s Administration.	Veterans – Brochure provided to Veteran’s Administration; Dane County Department of Human Services; WI Dept. of Health Services; Lutheran Social Services.	
Other (specify)			

Attachment 1 Completed Application Budget Workbook

See below

APPLICANT & PROJECT NAME:

JT Klein Company- Westgate Commons

1. CAPITAL BUDGET

Enter ALL proposed project funding sources.

FUNDING SOURCES

Source	Amount	Non-Amortizing (Y/N)	Rate (%)	Term (Years)	Amort. Period (Years)	Annual Debt Service
Permanent Loan-Lender Name:						
TBD Permanent Lender	\$ 4,650,000	N	4.75%	35	35	\$272,784
Subordinate Loan-Lender Name:						
Subordinate Loan-Lender Name:						
Tax Exempt Loan-Bond Issuer:						
AHP Loan	\$ 900,000	N	0.00%	30	30	\$0
City-AHF Deferred Loan	\$ 840,000	N				
City-AHF Interest/Cash Flow Loan	\$ 840,000	Y	2.75%	16	30	\$41,150
City-TIF Loan	\$ 350,000					
Other-Specify Lender/Grantor:			-	-	-	-
Other-Specify Lender/Grantor:						
Other-Specify Lender/Grantor:						
Tax Credit Equity	\$ 9,465,979					
Historic Tax Credit Equity						
Deferred Developer Fees	\$ 821,166					
Owner Investment						
Other-Specify:						
Total Sources	\$ 17,867,145					

Construction Financing			
Source of Funds	Amount	Rate	Term (Months)
Construction Loan-Lender Name:			
TBD Construction Lender	\$ 13,000,000	4.00%	30
Bridge Loan-Lender Name:			
Madison/AHP	\$ 2,580,000		
Tax Credit Equity:			
TBD	\$ 1,893,000		
Total	\$ 17,473,000		

Estimated pricing on sale of Federal Tax Credits: **\$ 0.88**

Estimated pricing on sale of State Tax Credits:
 (if applicable)

Remarks Concerning Project Funding Sources:

APPLICANT:

JT Klein Company Westgate Commons

2. PROJECT EXPENSES

Enter the proposed project expenses

Acquisition Costs	Amount
Land	\$1,420,000
Existing Buildings/Improvements	\$0
Other (List)	
	\$0
Construction:	
Construction/Rehab Costs	\$11,000,000
Construction Profit	\$300,000
Construction Overhead	\$300,000
General Requirements	\$200,000
Construction Supervision	\$100,000
FF&E/Personal Property	\$0
Demolition	\$100,000
Site Work	\$400,000
Landscaping	\$100,000
Letter of Credit/P&P Bond	\$0
Construction Contingency	\$635,000
Other (List)	
Common Area/Amenity Furnishing	\$100,000
Architectural & Engineering	
Architect - Design	\$158,000
Architect - Supervision	\$15,000
Engineering	\$20,000
Other (List)	
	\$0
Interim/Construction Costs	
Builder's Risk/Property Insurance	\$0
Construction Loan Interest	\$320,000
Construction Loan Origination Fee	\$130,000
Real Estate Taxes	\$500
Park Impact Fees	\$0
Other Impact Fees	\$0
Other (List)	
	\$0
Financing Fees	
Cost of Bond Issuance	\$0
Permanent Loan Origination Fee	\$46,500
Credit Enhancement	\$0
Other Permanent Loan Fees	\$15,000
Soft Costs	
Appraisal	\$8,000
Market Study	\$5,000

<--- If applicable, please list the costs attributable to "above and beyond" green building/Net Zero construction components included in the Construction Costs line item:

Solar Panel Array

Total Cost: **\$70,000**

Environmental Reports	\$1,000
Survey	\$5,000
Permits	\$70,000
Lease-Up Period Marketing	\$60,000
Tax Credit Fees - Application	\$1,000
Tax Credit Fees - Compliance	\$4,000
Tax Credit Fees - Allocation	\$100,000
Accounting/Cost Certification	\$13,000
Title Insurance and Recording	\$28,000
Relocation	\$0
FF&E	\$0
Capital Needs Assessment (if rehab)	\$0
Legal	\$81,000
Other (List)	
Soils	\$4,000
Fees:	
Bridge Loan Fees	\$0
Organizational Fees	\$0
Syndication Fees	\$500
Total Development Fee	\$1,664,245
Developer Overhead	\$0
Other Consultant Fees	\$0
Other (List)	
	\$0
Reserves Funded from Capital:	
Lease-Up Reserve	\$63,900
Operating Reserve	\$25,000
Replacement Reserve	
Capital Needs Reserve	\$0
Debt Service Reserve	\$0
Escrows	\$0
Other: (List)	
Investor Reserves	\$373,500
TOTAL COSTS:	\$17,867,145

APPLICANT: **JT Klein Company- Westgate Commons**

3. PROJECT PROFORMA

Enter total Revenue and Expense information for the proposed project for a 30 year period.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16
Gross Income	840,533	857,344	874,491	891,980	909,820	928,016	946,577	965,508	984,818	1,004,515	1,024,605	1,045,097	1,065,999	1,087,319	1,109,065	1,131,247
Less Vacancy/Bad Debt	58,837	60,014	61,214	62,439	63,687	64,961	66,260	67,586	68,937	70,316	71,722	73,157	74,620	76,112	77,635	79,187
Income from Non-Residential Use*	24,000	24,480	24,970	25,469	25,978	26,498	27,028	27,568	28,120	28,682	29,256	29,841	30,438	31,047	31,667	32,301
Total Revenue	805,696	821,810	838,246	855,011	872,111	889,553	907,344	925,491	944,001	962,881	982,139	1,001,781	1,021,817	1,042,253	1,063,098	1,084,360
Expenses:																
Office Expenses and Phone	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668	13,048	13,439	13,842	14,258	14,685	15,126	15,580
Real Estate Taxes	117,150	120,665	124,284	128,013	131,853	135,809	139,883	144,080	148,402	152,854	157,440	162,163	167,028	172,039	177,200	182,516
Advertising, Accounting, Legal Fees	23,000	23,690	24,401	25,133	25,887	26,663	27,463	28,287	29,136	30,010	30,910	31,837	32,793	33,776	34,790	35,833
Payroll, Payroll Taxes and Benefits	120,000	123,600	127,308	131,127	135,061	139,113	143,286	147,585	152,012	156,573	161,270	166,108	171,091	176,224	181,511	186,956
Property Insurance	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448	19,002	19,572	20,159	20,764	21,386	22,028	22,689	23,370
Mtc, Repairs and Mtc Contracts	63,000	64,890	66,837	68,842	70,907	73,034	75,225	77,482	79,807	82,201	84,667	87,207	89,823	92,518	95,293	98,152
Utilities (gas/electric/fuel/water/sewer)	50,000	51,500	53,045	54,636	56,275	57,964	59,703	61,494	63,339	65,239	67,196	69,212	71,288	73,427	75,629	77,898
Property Mgmt	40,285	41,493	42,738	44,020	45,341	46,701	48,102	49,545	51,032	52,563	54,139	55,764	57,436	59,160	60,934	62,762
Operating Reserve Pmt	10,650	10,970	11,299	11,638	11,987	12,346	12,717	13,098	13,491	13,896	14,313	14,742	15,184	15,640	16,109	16,592
Replacement Reserve Pmt	10,650	10,970	11,299	11,638	11,987	12,346	12,717	13,098	13,491	13,896	14,313	14,742	15,184	15,640	16,109	16,592
Support Services	3,500	3,605	3,713	3,825	3,939	4,057	4,179	4,305	4,434	4,567	4,704	4,845	4,990	5,140	5,294	5,453
Other (List)																
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Operating Expenses	463,235	477,132	491,446	506,189	521,375	537,016	553,127	569,720	586,812	604,416	622,549	641,225	660,462	680,276	700,684	721,705
Net Operating Income	342,461	344,678	346,800	348,822	350,736	352,537	354,218	355,771	357,189	358,465	359,590	360,556	361,355	361,977	362,414	362,656
Debt Service:																
First Mortgage	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784
Second Mortgage	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other (List)																
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Debt Service	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784
Total Annual Cash Expenses	736,019	749,916	764,230	778,973	794,159	809,800	825,911	842,504	859,596	877,200	895,333	914,009	933,246	953,060	973,468	994,489
Total Net Operating Income	69,677	71,894	74,016	76,038	77,952	79,753	81,434	82,987	84,405	85,681	86,806	87,772	88,571	89,193	89,630	89,872
Debt Service Reserve	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Developer Fee	69,677	71,894	74,016	76,038	77,952	79,753	81,434	82,987	84,405	85,681	86,806	87,772	88,571	89,193	89,630	89,872
Cash Flow	0	0	0	0	0	0	0	0	0	0	38,295	88,571	89,193	89,630	89,872	
AHF City Interest Loan											38,295	41,450	41,450	41,450	41,450	41,450

*Including commercial tenants, laundry facilities, vending machines, parking spaces, storage spaces or application fees.

DCR Hard Debt	1.26	1.26	1.27	1.28	1.29	1.29	1.30	1.30	1.31	1.31	1.32	1.32	1.32	1.33	1.33	1.33
DCR Total Debt	1.26	1.26	1.27	1.28	1.29	1.29	1.30	1.30	1.31	1.31	1.32	1.16	1.15	1.15	1.15	1.15

Assumptions

Vacancy Rate	7.0%	*Please list all fees (per unit per month) and non-residential income:	Heated underground parking at \$40 per month. (50 under
Annual Increase Income	2.0%		
Annual Increase Expenses	3.0%		
Other			

APPLICANT:

3. PROJECT PROFORMA (cont.)

Enter total Revenue and Expense information for the proposed project for a 30 year period.

	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Gross Income	1,153,872	1,176,949	1,200,488	1,224,498	1,248,988	1,273,968	1,299,447	1,325,436	1,351,945	1,378,983	1,406,563	1,434,694	1,463,388	1,492,656
Less Vacancy/Bad Debt	80,771	82,386	84,034	85,715	87,429	89,178	90,961	92,781	94,636	96,529	98,459	100,429	102,437	104,486
Income from Non-Residential Use*	32,947	33,606	34,278	34,963	35,663	36,376	37,104	37,846	38,602	39,375	40,162	40,965	41,785	42,620
Total Revenue	1,106,048	1,128,168	1,150,732	1,173,746	1,197,221	1,221,166	1,245,589	1,270,501	1,295,911	1,321,829	1,348,266	1,375,231	1,402,736	1,430,790
Expenses:														
Office Expenses and Phone	16,047	16,528	17,024	17,535	18,061	18,603	19,161	19,736	20,328	20,938	21,566	22,213	22,879	23,566
Real Estate Taxes	187,991	193,631	199,440	205,423	211,586	217,934	224,472	231,206	238,142	245,286	252,645	260,224	268,031	276,072
Advertising, Accounting, Legal Fees	36,908	38,015	39,156	40,331	41,541	42,787	44,070	45,392	46,754	48,157	49,602	51,090	52,622	54,201
Payroll, Payroll Taxes and Benefits	192,565	198,342	204,292	210,421	216,733	223,235	229,932	236,830	243,935	251,253	258,791	266,555	274,551	282,788
Property Insurance	24,071	24,793	25,536	26,303	27,092	27,904	28,742	29,604	30,492	31,407	32,349	33,319	34,319	35,348
Mtc, Repairs and Mtc Contracts	101,097	104,129	107,253	110,471	113,785	117,199	120,715	124,336	128,066	131,908	135,865	139,941	144,139	148,464
Utilities (gas/electric/fuel/water/sewer)	80,235	82,642	85,122	87,675	90,306	93,015	95,805	98,679	101,640	104,689	107,830	111,064	114,396	117,828
Property Mgmt	64,645	66,585	68,582	70,640	72,759	74,942	77,190	79,506	81,891	84,347	86,878	89,484	92,169	94,934
Operating Reserve Pmt	17,090	17,603	18,131	18,675	19,235	19,812	20,407	21,019	21,649	22,299	22,968	23,657	24,366	25,097
Replacement Reserve Pmt	17,090	17,603	18,131	18,675	19,235	19,812	20,407	21,019	21,649	22,299	22,968	23,657	24,366	25,097
Support Services	5,616	5,785	5,959	6,137	6,321	6,511	6,706	6,908	7,115	7,328	7,548	7,775	8,008	8,248
Other (List)														
	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Expenses	743,356	765,657	788,626	812,285	836,654	861,753	887,606	914,234	941,661	969,911	999,008	1,028,978	1,059,848	1,091,643
Net Operating Income	362,692	362,512	362,106	361,461	360,568	359,413	357,983	356,267	354,250	351,918	349,258	346,253	342,888	339,147
Debt Service:														
First Mortgage	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784
Second Mortgage	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other (List)														
	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Debt Service	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784	272,784
Total Annual Cash Expenses	1,016,140	1,038,441	1,061,410	1,085,069	1,109,438	1,134,537	1,160,390	1,187,018	1,214,445	1,242,695	1,271,792	1,301,762	1,332,632	1,364,427
Total Net Operating Income	89,908	89,728	89,322	88,677	87,784	86,629	85,199	83,483	81,466	79,134	76,474	73,469	70,104	66,363
Debt Service Reserve	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Developer Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Flow	89,908	89,728	89,322	88,677	87,784	86,629	85,199	83,483	81,466	79,134	76,474	73,469	70,104	66,363
AHF City Interest Loan	41,150	41,150	41,150	41,150	41,150	41,150	41,150	41,150	41,150	41,150	41,150	41,150	41,150	41,150

*Including laundry facilities, vending machines, parking spaces, storage spaces or application fees.

DCR Hard Debt	1.33	1.33	1.33	1.33	1.32	1.32	1.31	1.31	1.30	1.29	1.28	1.27	1.26	1.24
DCR Total Debt	1.16	1.15	1.15	1.15	1.15	1.14	1.14	1.13	1.13	1.12	1.11	1.10	1.09	1.08

Assumptions

Vacancy Rate	7.0%
Annual Increase Income	2.0%
Annual Increase Expenses	3.0%
Other	

Attachment 2

JT Klein Company- Development Team's Experience & Capacity

JT Klein Company, Inc. was founded in November 2014 with the ambition of increasing access to senior and family affordable housing in Wisconsin. Prior to forming JT Klein, founder Jacob Klein worked as Director of Development and Vice President at MSP Real Estate for 10 years.

Since inception, JT Klein Company has received five tax credit awards in WHEDA's competitive 9% financing program. These tax credit awards have been used to construct a variety of complex infill affordable housing developments throughout Dane County. Using years of experience and a high level of attention to detail, JT Klein is able to navigate each project's unique challenges to ensure each building is built in a timely fashion without sacrificing quality. In 2016 JT Klein Company was recognized as one of 2016's Top 50 affordable housing developers in the nation by Affordable Housing Finance Magazine.

Experience Obtaining & Utilizing LIHTC

Projects Developed as Director of Development for MSP Real Estate, Inc.

(August 2004-August 2011)

Affordable Senior Apartments:

West Allis Senior Apartments, LLC	122 Units, West Allis, WI	completed April 2009
Monona Senior Apartments, LLC	88 Units, Monona, WI	completed Sept. 2009
Chippewa Senior Apartments II, LLC	24 Units, Chippewa Falls, WI	completed Oct. 2011

Assisted Living and Memory Care:

Heritage-5, LLC	34 Units, Eau Claire, WI	completed Oct. 2007
Heritage-6, LLC	40 units, West Allis, WI	completed Sept. 2009
Heritage-7, LLC	38 units, West Allis, WI	completed Sept. 2009
Heritage-9, LLC	75 Units, Monona, WI	completed Sept. 2009
Heritage-10, LLC	68 Units, Monona, WI	completed Nov. 2012

Projects Developed as Vice President for MSP Development and minority partner

(August 2011-November 2014)

Affordable Family Apartments:

New Berlin City Center, LLC	102 Units, New Berlin, WI	completed Dec. 2012
Meadow Ridge Waukesha, LLC	70 Units, Waukesha, WI	completed Oct. 2014
City Center North	75 Units, New Berlin, WI	completed June 2015

Affordable Senior Apartments:

Middleton Senior Apartments, LLC	56 Units, Middleton, WI	completed Oct. 2012
New Berlin Senior Apartments II, LLC	34 Units, New Berlin, WI	completed Dec. 2012

Assisted Living and Memory Care:

Heritage-11, LLC	79 Units, Middleton, WI	completed Dec. 2012
Heritage-12, LLC	98 Units, Elm Grove, WI	completed May 2014
Heritage-13, LLC	36 Units, Waukesha, WI	completed Oct. 2014

Projects Developed at JT Klein Company, Inc.

(November 2014-present)

Affordable Family Apartments:

Meadow Ridge Middleton, LLC	95 Units, Middleton, WI	completed April 2017
8Twenty Park Phase I and II	95 Units, Madison, WI	completed Aug. 2018
Stagecoach Trail	46 Units, Middleton, WI	completed June 19

Affordable Senior Apartments

Oak Ridge Middleton, LLC	83 Units, Middleton, WI	completed Jan. 2019
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Experience Obtaining & Utilizing Federal, State, City, & Other Financing Sources

As outlined above, both JT Klein Company and owner/founder Jacob Klein have a longstanding track record of successfully receiving competitive 9% WHEDA LIHTC awards. In addition to receiving federal financing through WHEDA, JT Klein has extensive experience receiving a variety of other supporting sources including, City of Madison AHF, Tax Incremental Financing, Dane County affordable housing funds, HOME/CDBG grants, and Federal Home Loan Bank of Chicago AHP grants. All previous 9% tax credit developments completed by JT Klein have had at least two or more of the supporting sources listed above.

Experience with Participating in Public/Private Joint Ventures

Each of JT Klein Company's LIHTC projects have required a variety of public and private partnerships to make them successful. In Dane County, JT Klein has worked closely with the Dane County Housing Authority and Community Action Coalition to provide housing based vouchers and housing for veterans. Additionally both Jacob Klein and JT Klein have developed numerous deals financed with tax incremental financing, which requires ongoing collaboration with the municipality. Other past partners have been with Dane County and the City of Madison CDD. Westgate Commons will introduce a new partnership with Lutheran Social Services.

Years in Existence & Staff

Since inception in 2014, JT Klein Company has found immediate success as a real estate development company. The prior experience of owner and founder Jacob T. Klein has allowed JT Klein Company to immediately establish a foothold in the LIHTC sector, and continuously grow its portfolio year after year. JT Klein's experience allows the company to make quick and precise decisions, with successful developments that speak for themselves.

Jacob T. Klein- President

Prior to forming JT Klein Company, Inc. in November 2014 Jacob T. Klein spent 10 years working for a multifamily developer based in St. Louis Park, MN. First at MSP Real Estate and later for MSP Development He was primarily responsible for project development and construction project management. At JT Klein, he leads all facets of the development process in a boutique firm that currently includes, himself and a development associate. His responsibilities included market selection, site identification and acquisition, city approvals, financial layering, tax credit approvals, construction and lease-up, financing -- identifying various forms of soft cost subsidies, TIF analysis, construction and long-term debt financing as well as Tax Credit Equity.

Danny Afable- Development Manager

Joining the JT Klein team in 2018, Danny is involved in all aspects of JT Klein Company's operations. He is responsible for managing the day to day operations of the entire portfolio and helps support each stage of the project development, from site acquisition through stabilized occupancy. Danny started his career in 2010 at Oakbrook Corporation, one of the largest multi-family property management companies in the Midwest. Years of property management experience give him a unique perspective to ensure each property is developed and operated as efficiently as possible. Prior to joining JT Klein, Danny worked as a Development Analyst for a major Madison developer specializing in mixed use market rate & commercial developments.

Financial Capacity

Jacob Klein and JT Klein Company, Inc. have had repeated success in financing, constructing, and maintaining developments. Part of this success is due to a long-standing relationships with financing partners. Jacob Klein has proven time and time again that he is able to secure financing, and meet or exceed the terms in all financial agreements.

JT Klein believes this RFP response demonstrates sufficient development capacity to successfully complete a 71 unit LIHTC apartment project. Over the past four years JT Klein Company has financed, developed, and successfully completed five LIHTC awards. These projects have produced 273 units with construction costs exceeding \$53,000,000.

Developer's Experience with Integrated Support Housing Units

While the proposed development and others that JT Klein Company have completed are not purely supportive housing projects, JT Klein has utilized an integrated housing model in several developments. This approach requires that a portion of the building's units be set aside for the homeless, veterans, or persons with disabilities. At MSP, Jacob developed three projects with the non-profit organization Movin' Out that followed this model, with units specifically designated and maintained for veterans or residents with special needs. These integrated housing projects included New Berlin City Center (11 units), Heritage Middleton (9 units).

Since inception, JT Klein Company has developed four projects containing supportive housing units. These developments are Meadow Ridge Middleton (24 units), 8Twenty Park Phase I & II (24 units), and Oak Ridge Middleton (17 units) and are partnered with the non-profit CAC and the Dane County Housing Authority.

At Westgate Commons JT Klein Company has partnered with Lutheran Social Services to provide a more unique and hands on approach to provide supportive service. This partnership will provide an onsite employee to oversee the supportive service units throughout the entire Westgate redevelopment. LSS is one of the oldest and most established service providers in the Midwest, providing social services to over 37,000 people every year. LSS's vast experience and service network will allow West Commons' tenants to receive the best possible support. LSS will target veterans and person's with disabilities, however all tenants within Westgate Commons will have access to provided supportive services.

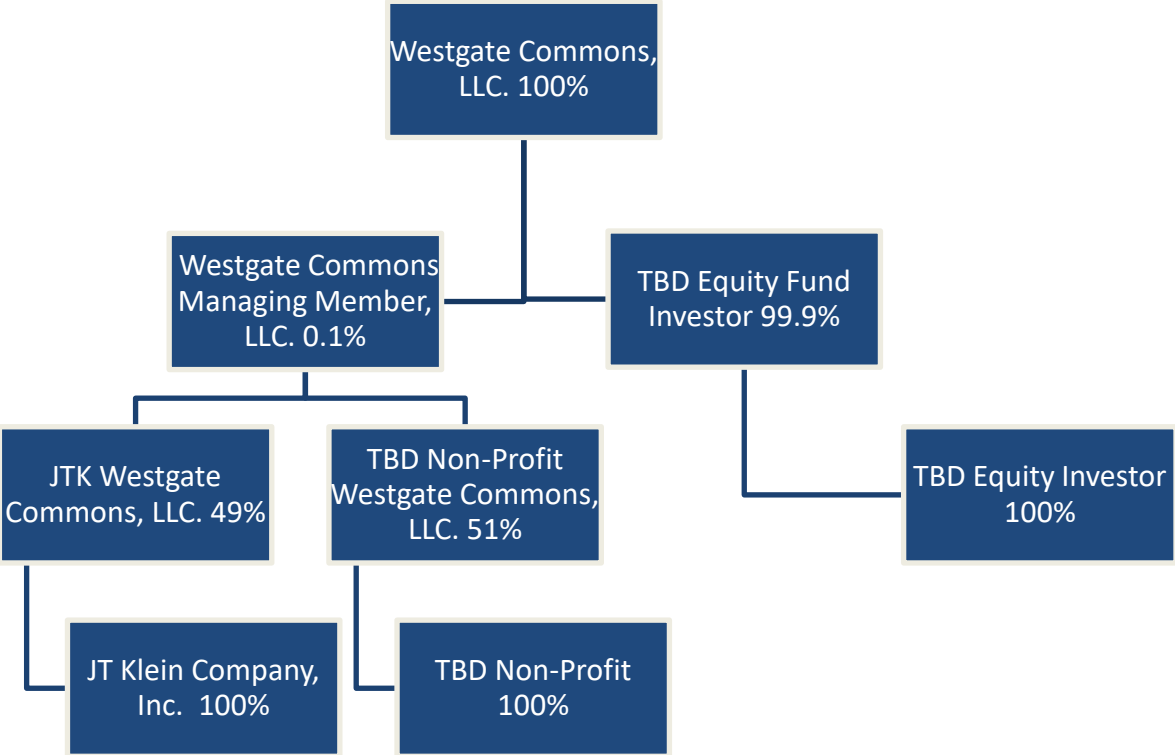
Property Manager's Experience

JT Klein has partnered with Oakbrook Corporation on all current and future developments within it's portfolio. Oakbrook's multifamily property management group has extensive experience managing apartment communities of all types and sizes including urban mixed use properties. These properties consist of senior or family communities which operate as market rate properties or were financed with Section 42 Low Income Housing Tax Credits or under various other state and federal programs.

Oakbrook Corporation currently employs over 280 individuals and manages over 6,900 apartments in 80 different properties in Wisconsin, Iowa and Illinois, and 46 commercial properties in the Madison area totaling over 1,700,000 square feet. With state-of-the-art software products, Oakbrook is equipped to provide a range of financial reports to property owners and other direct real time reports to tenants. These reports include balance sheets, income statements (with comparisons of actual to budget), sources and uses of funds statements, investor reports, occupancy and marketing reports, state and federal compliance reports, operating budgets which include proposed capital improvements.

Oakbrook provides tenant communications that include real time work order status reports, leases with electronic signatures, online rental payments and rental applications.

Project Organizational Chart



Attachment 3.A Letter from Supportive Service Provider, Lutheran Social Services

See below

July 9, 2020

Jacob Klein
JT Klein Company, Inc.
818 S. Park St.
Madison, WI 53715

RE: Westgate Commons: Supportive Services

Dear Mr. Klein,

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

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

Scope of Services:

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

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

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

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

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

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

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

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

Sincerely,

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made on this 15th day of November, 2019 (the "Effective Date") by and between Dane County Veterans Service Office (CVSO) and JT Klein Company, Inc. (Developer)

WITNESSETH

WHEREAS, the Developer is the developer of 65 proposed apartment units in a development to be known as 38Ten on Parmenter, located at Tribeca Drive proposed lot E in Middleton, WI.

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

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

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

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

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

- 1) The proposed project intends to provide 13 "supportive housing units" (30% CMI units) at very affordable rents. The target population for the supportive housing units is veterans and individuals who have permanent developmental, physical, sensory, medical or mental health disabilities or a combination of impairments that make them eligible for long term care services.
- 2) Should the proposed project be constructed, Developer and/or its property management agent will, whenever there is a vacant supportive housing unit, contact your office and other area local partners asking for referrals of prospective residents who are low income and are veterans. This contact will be made by the Developer or their onsite management agent staff via email or phone.
- 3) The Developer's property management agent will establish a waiting list of prospective residents based on referrals described above.
- 4) The Developer and its property management agent will endeavor to make existing and prospective residents aware of services and resources available by provision of a tenant resource area within the common area of the proposed development. The tenant resource area will consist of contact information for the CVSO as well as materials and brochures of the Dane 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 ADRC to help connect

residents to the appropriate service networks.

- 5) The proposed project will not provide long term services, nor charge fees related to long term services to residents, but will rather refer residents to the CVSO, the ADRC, and other area local partners in order to assist residents to locate the services and funding appropriate to their individual need.
- 6) Residents will not be required to receive any services in order to reside in the development. Residents that desire to receive services will have a choice in service provider(s).

Administrative Provisions

Duration

This MOU is subject to the project receiving an award of LIHTC, with operations expected to commence in the Summer of 2022. The initial period shall be 12 months from commencement of leasing operations. Either party may terminate this agreement with 30 days' notice at the end of the initial period.

Amendments

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

Confidentiality

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

Nondiscrimination

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

Signatories:

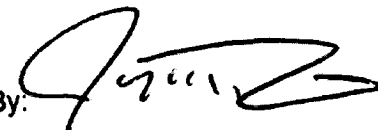
DANE COUNTY VETERANS SERVICE OFFICE

By: 

Date: 11/19/2019

Name: Daniel A. Connery
Title: Dane CVSO

DEVELOPER

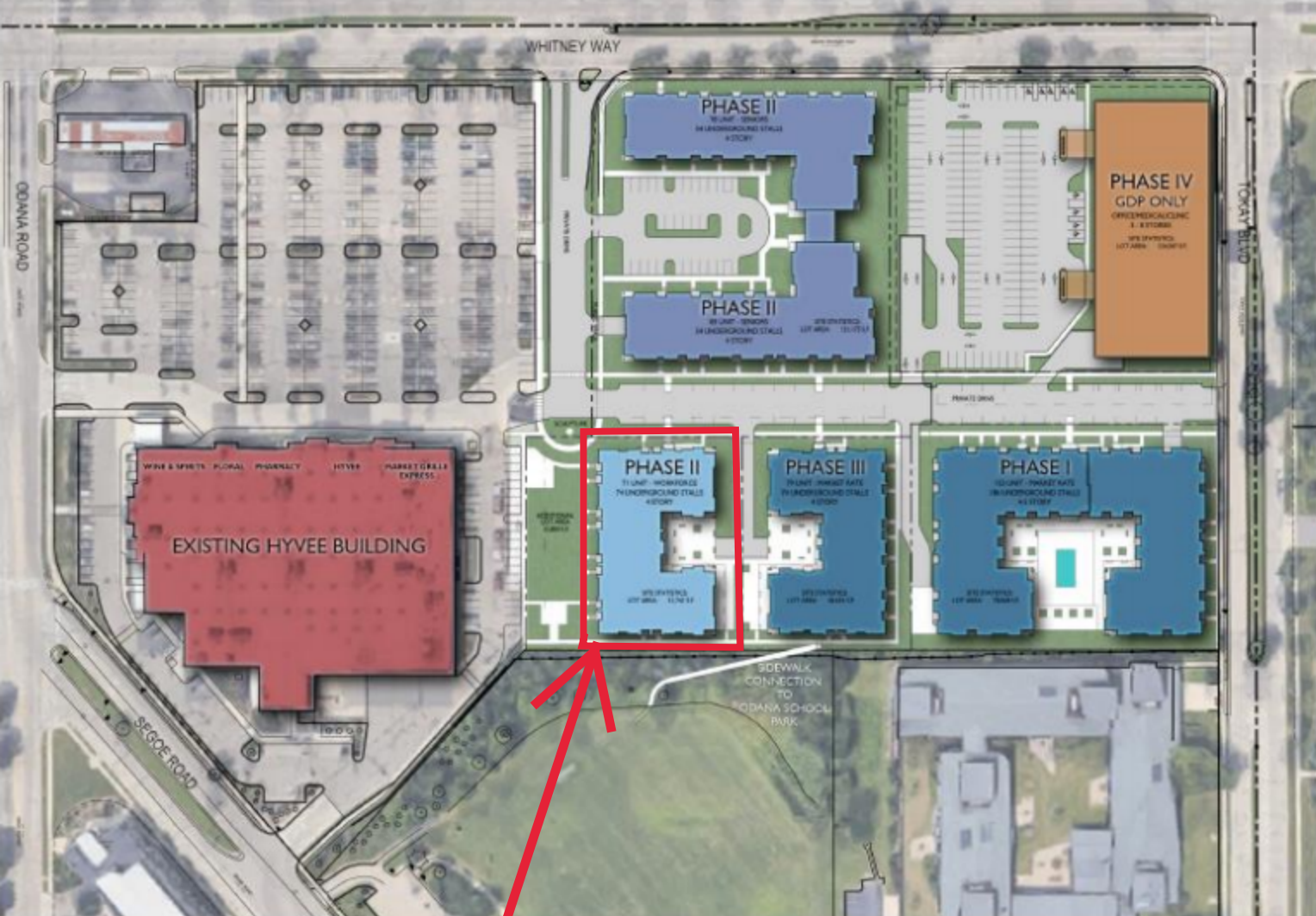
By: 

Date: 11/15/19

Name: Jacob T. Klein
Title: President

Attachment 3.b Close Up Map of Site & AHF Targeted Area Map - Support for Question 23

See below



Westgate Commons



Site Plan
Westgate
Whitney Way
June 10, 2020



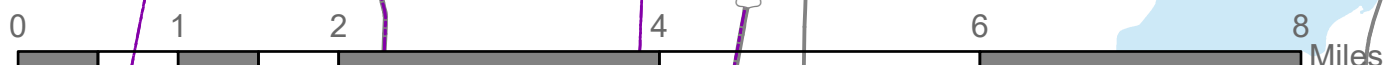
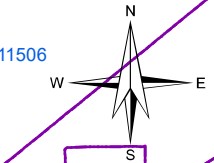
2020 Affordable Housing Targeted Area Map

DRAFT

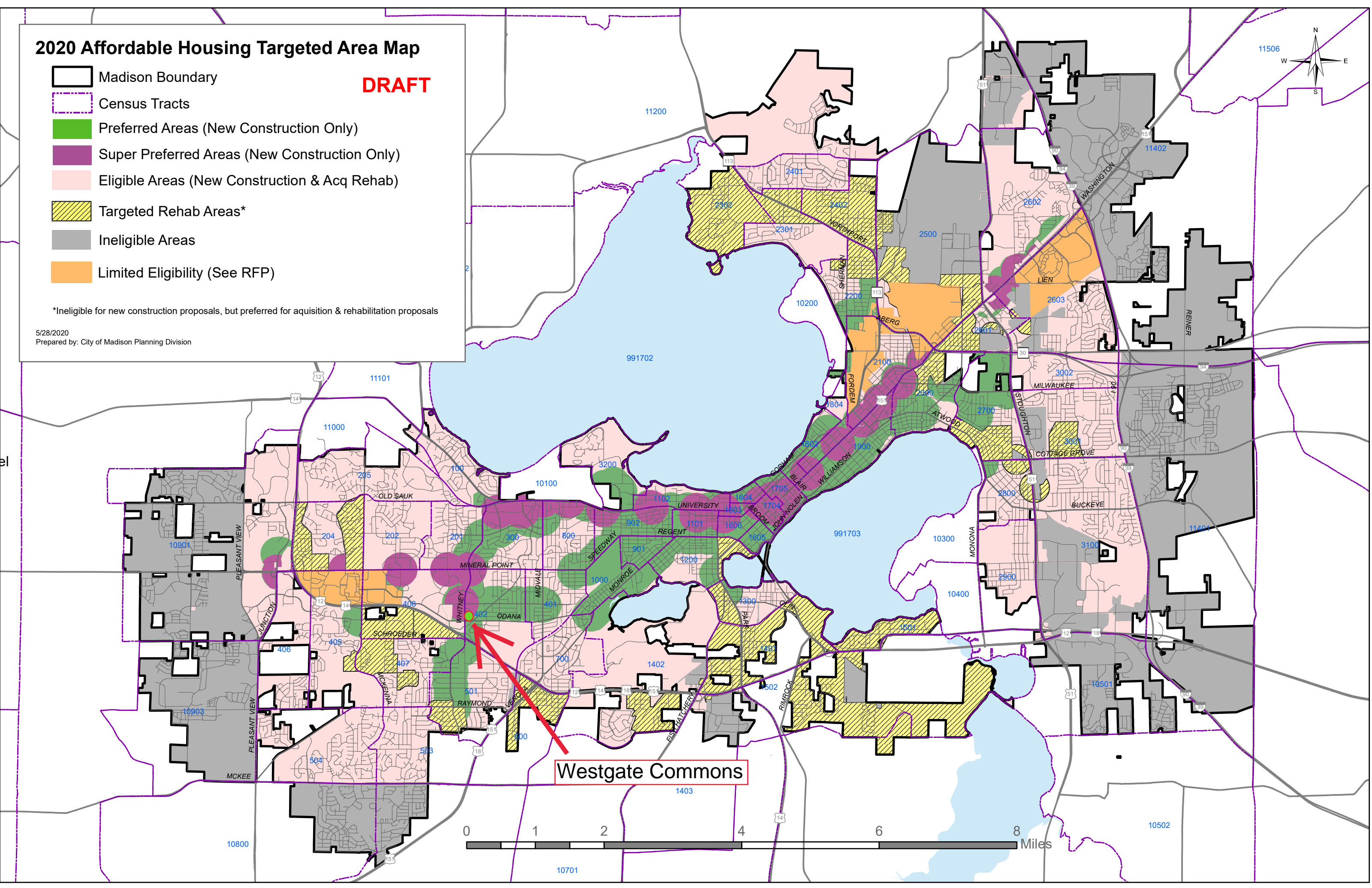
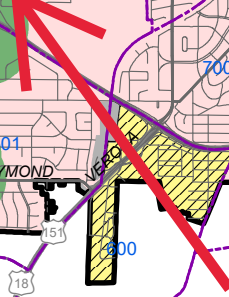
-  Madison Boundary
-  Census Tracts
-  Preferred Areas (New Construction Only)
-  Super Preferred Areas (New Construction Only)
-  Eligible Areas (New Construction & Acq Rehab)
-  Targeted Rehab Areas*
-  Ineligible Areas
-  Limited Eligibility (See RFP)

*Ineligible for new construction proposals, but preferred for acquisition & rehabilitation proposals

5/28/2020
Prepared by: City of Madison Planning Division

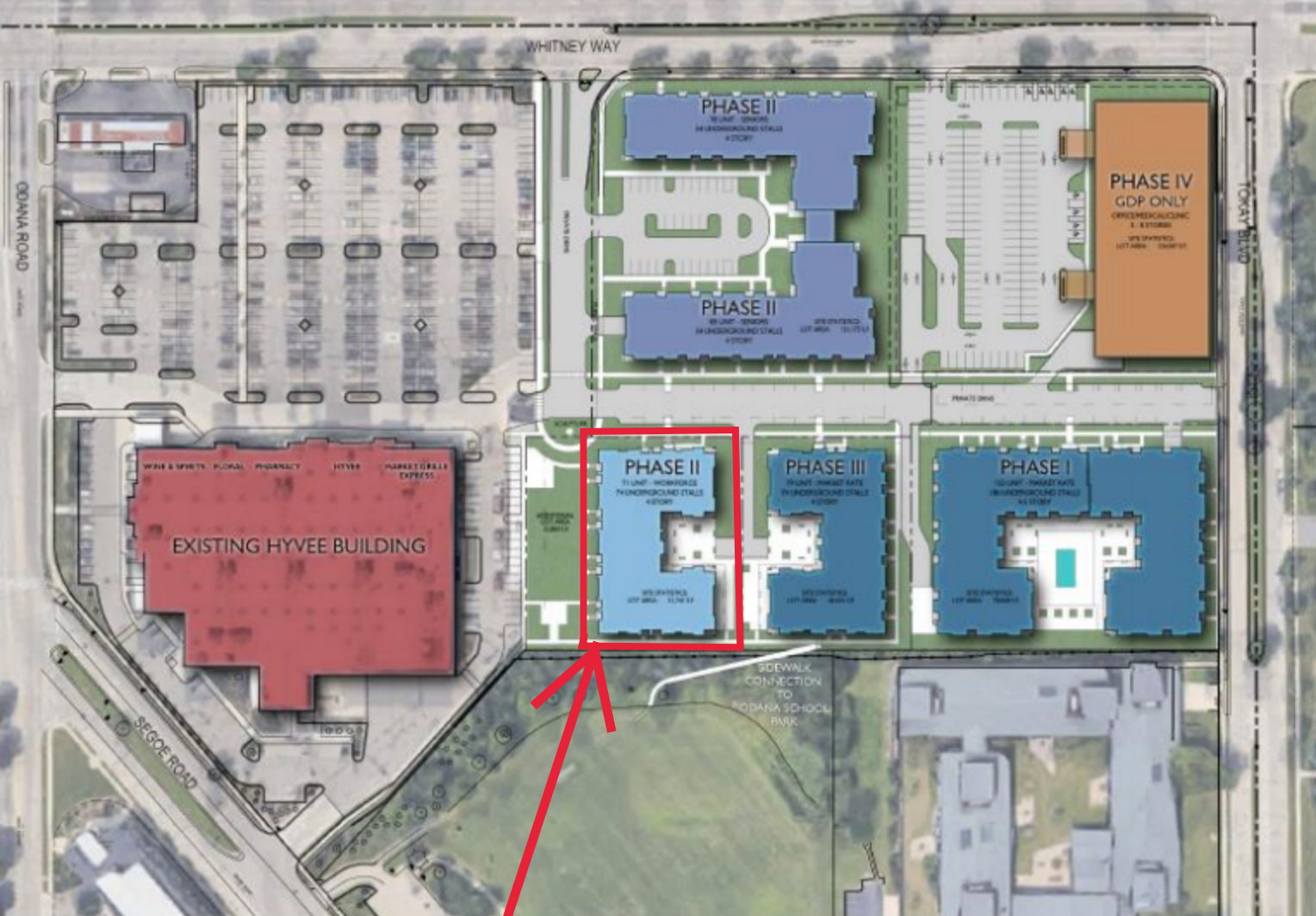


Westgate Commons



Attachment 3.c Site Plan, Drawings, Landscape Design & Architectural Renderings

See below



Westgate Commons



Site Plan
Westgate
Whitney Way
June 10, 2020





Westgate
Redevelopment
June 10, 2020





Westgate
Redevelopment
June 10, 2020





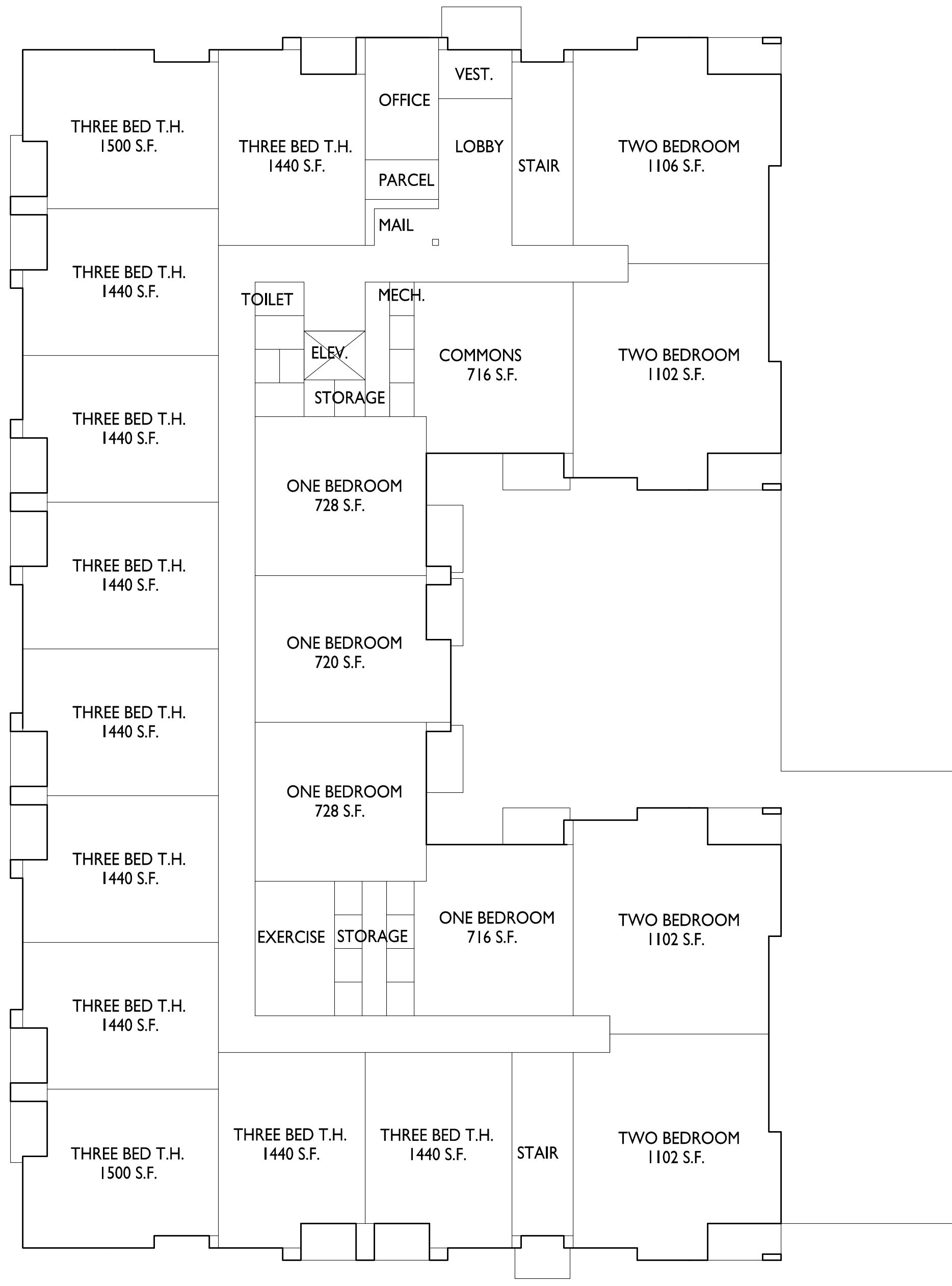
Westgate
Redevelopment
June 10, 2020





Westgate
Redevelopment
June 10, 2020

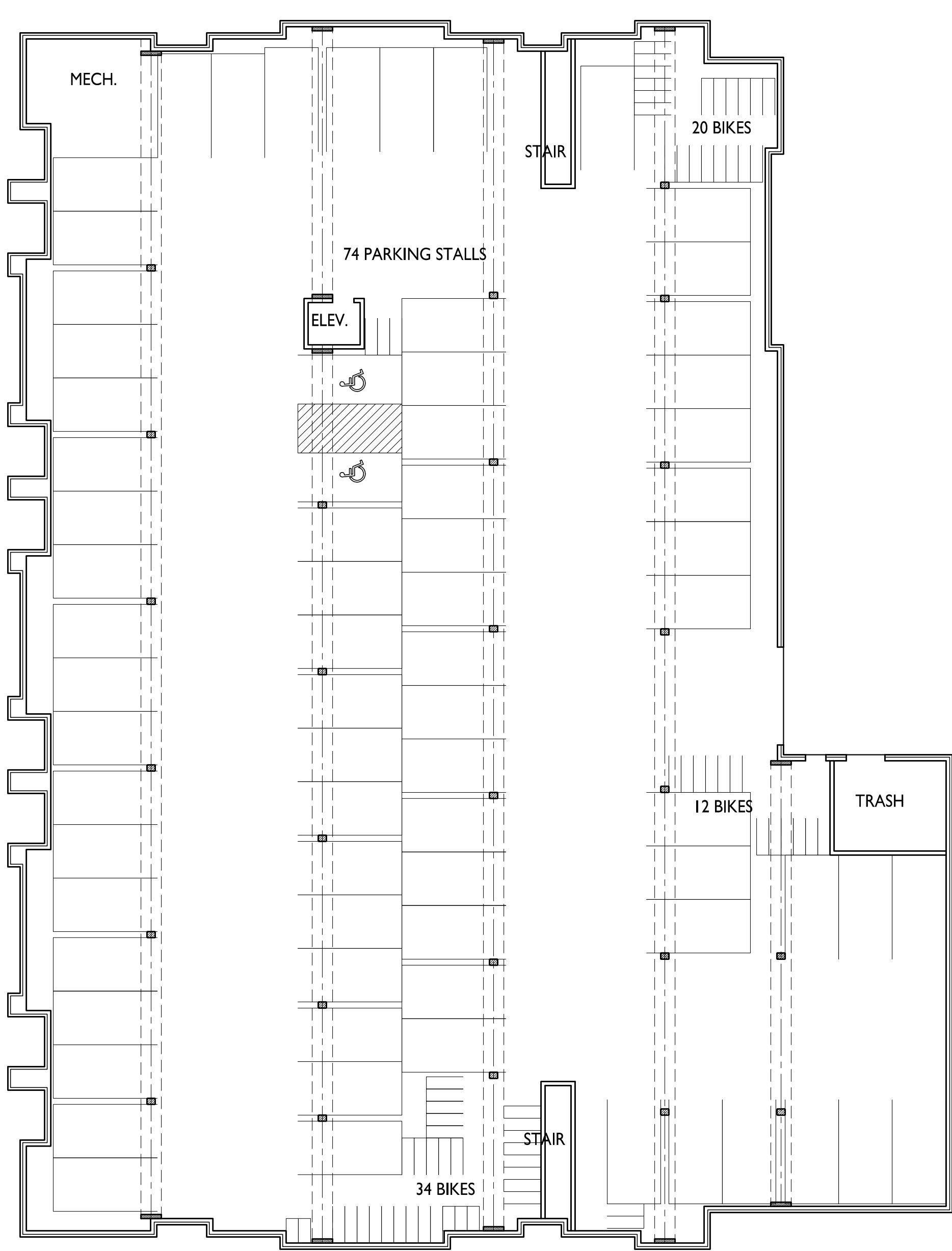




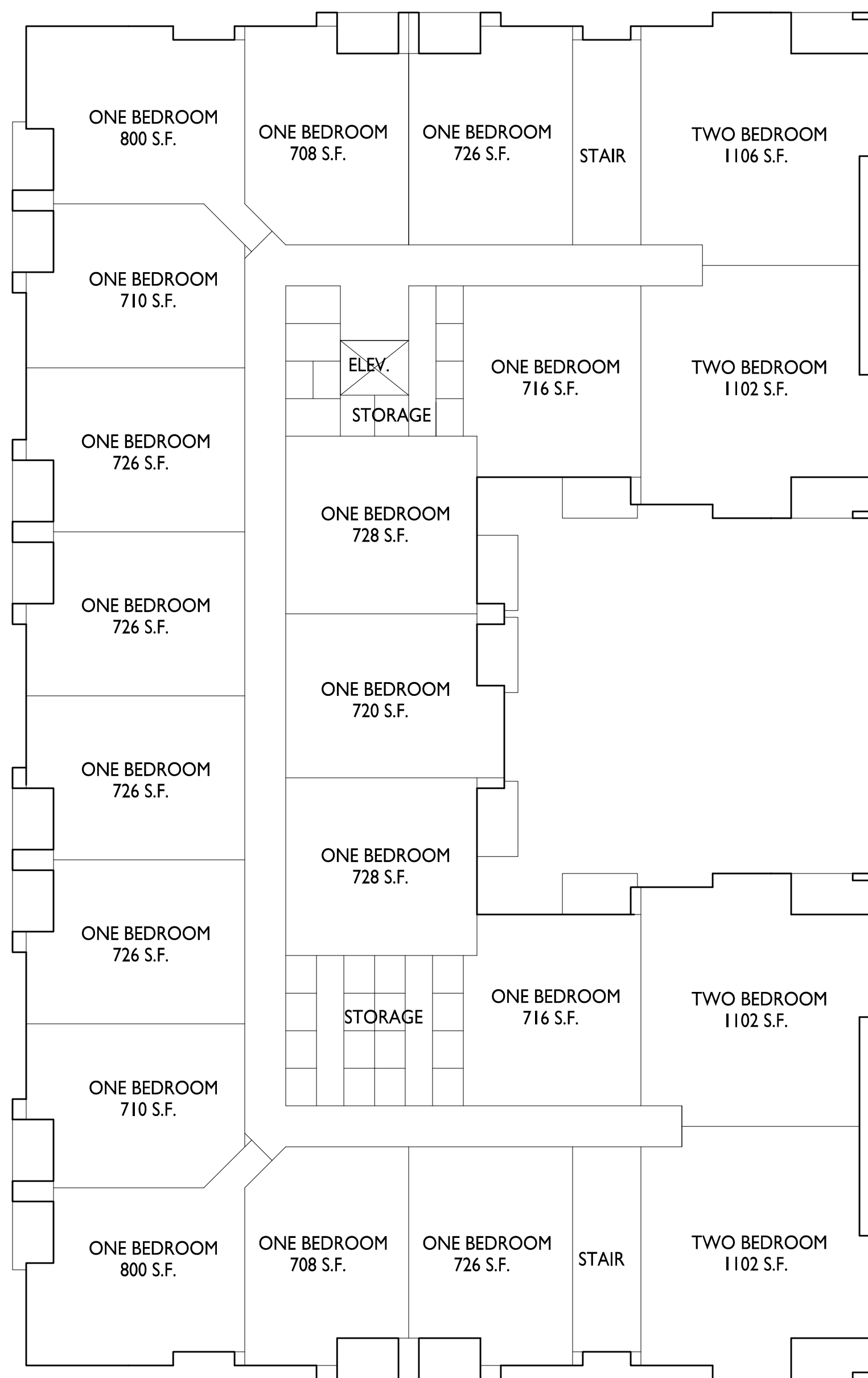
FIRST FLOOR

UNIT MIX:

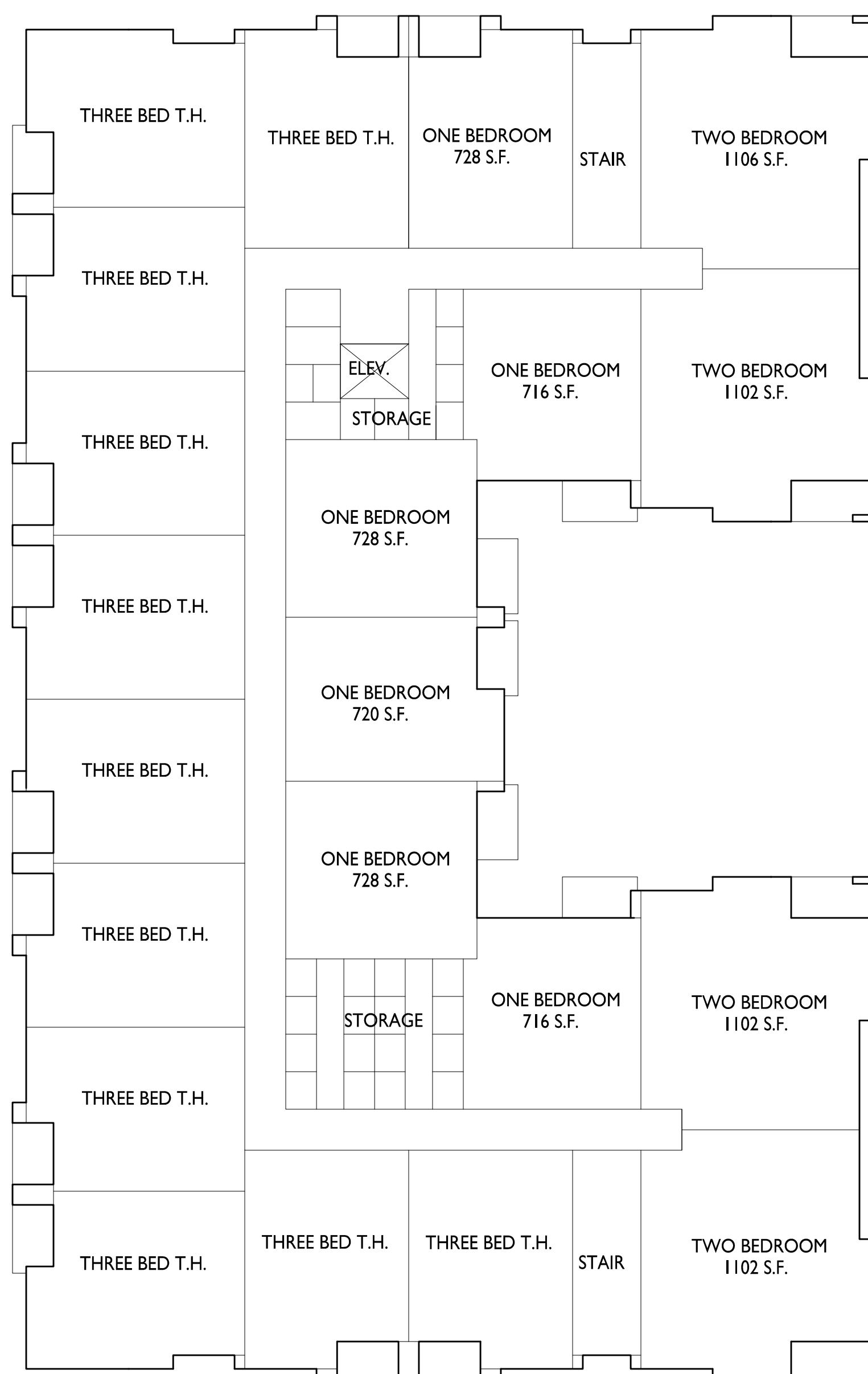
ONE BEDROOM	40
TWO BEDROOM	40
THREE BED T.H.	11
	72



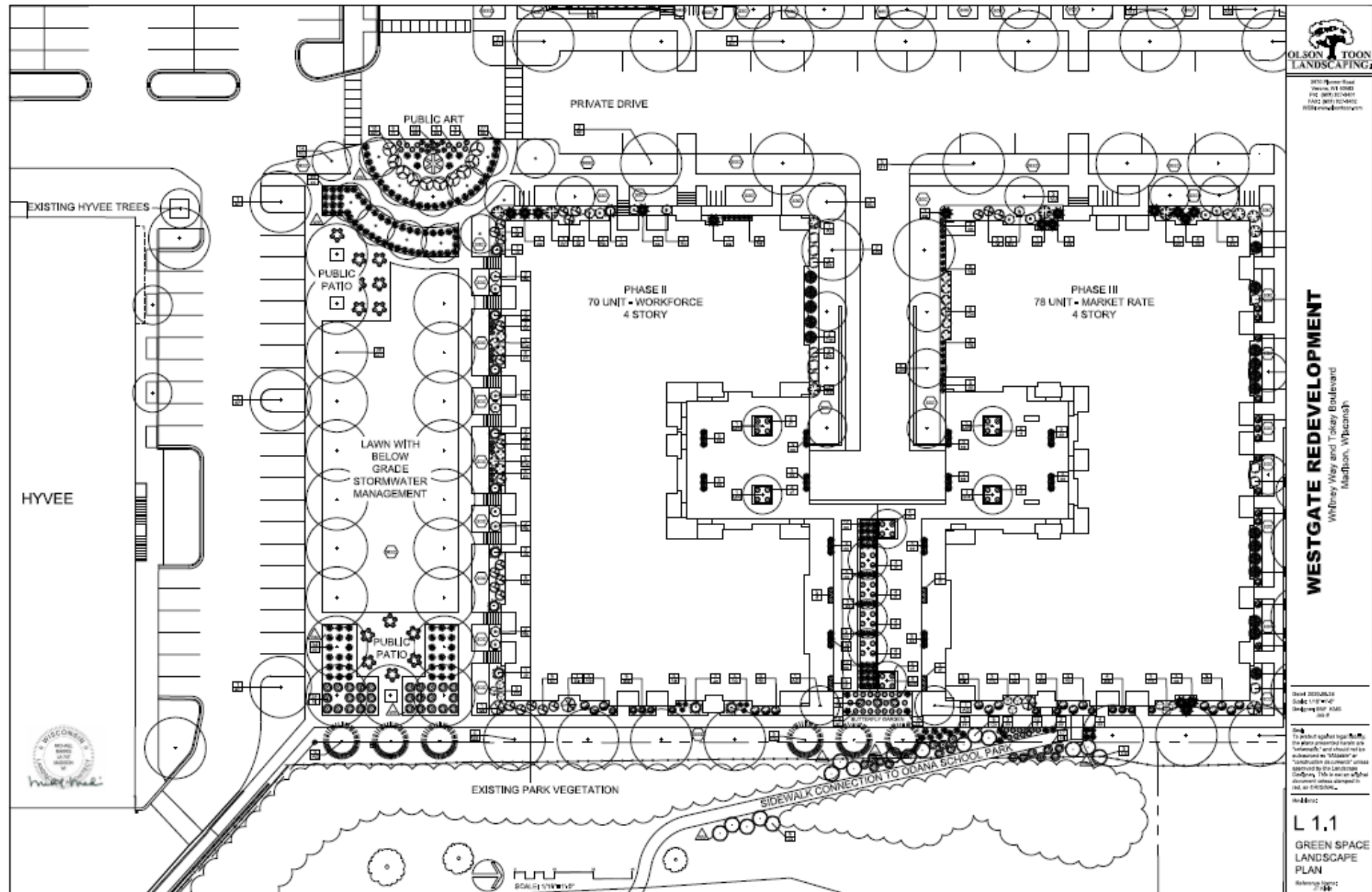
BASEMENT PLAN



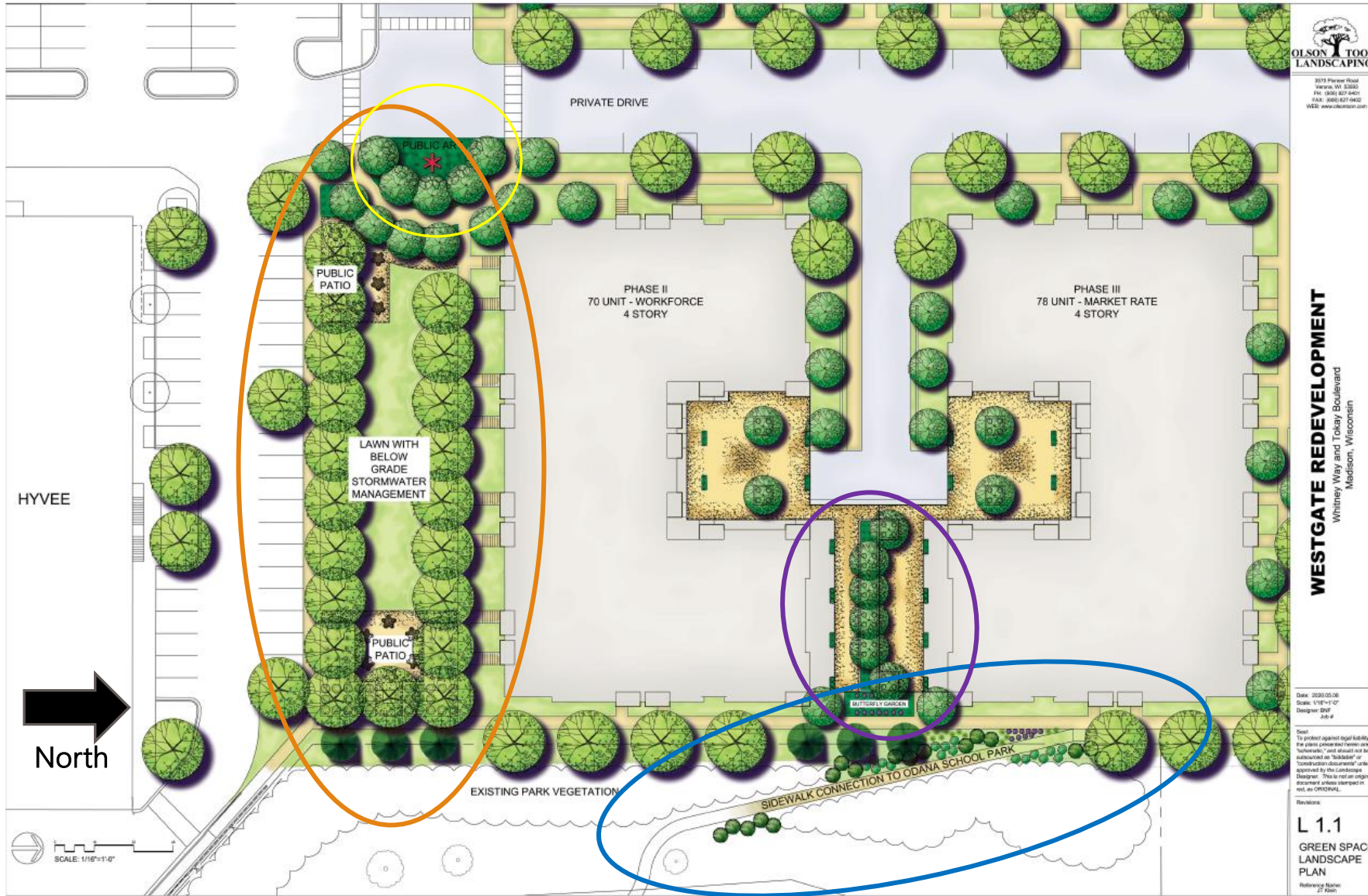
THIRD & FOURTH FLOOR



SECOND FLOOR



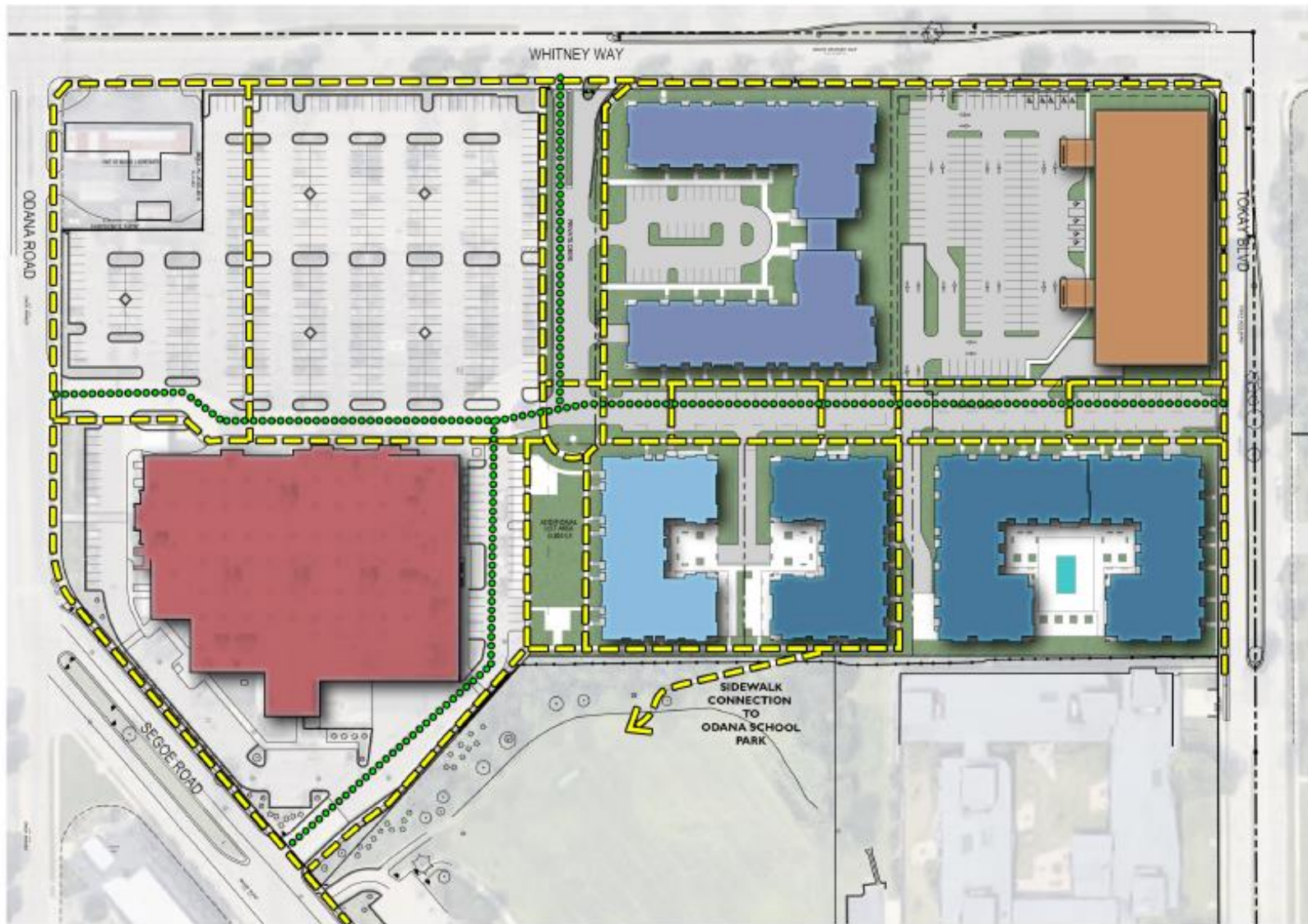
Landscape Plan Detail - Plaza, Courtyard, and Park Access



Plaza and Park Access

- Plaza
 - Public patios
 - Lawn
 - Public art*
- Direct access from first floor units onto plaza.
- Direct connection from development to Odana School Park.
- Courtyard and butterfly garden

*Public art site for City's new COVID-19 Municipal Art Fund Initiative (working with City Arts Administrator on details)

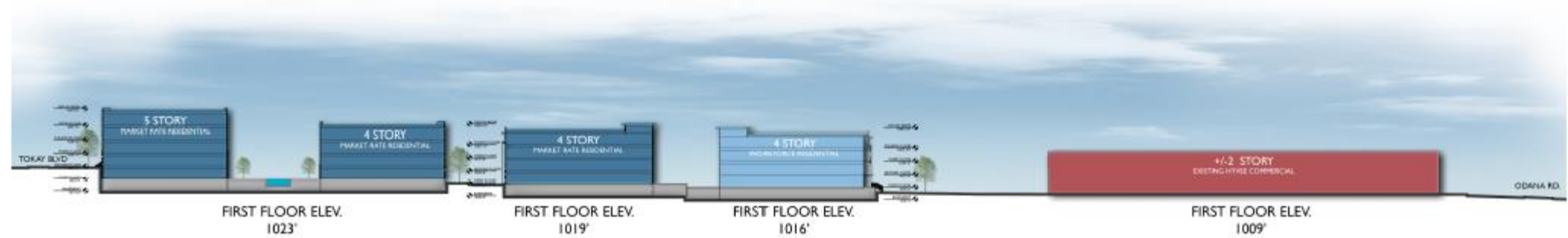
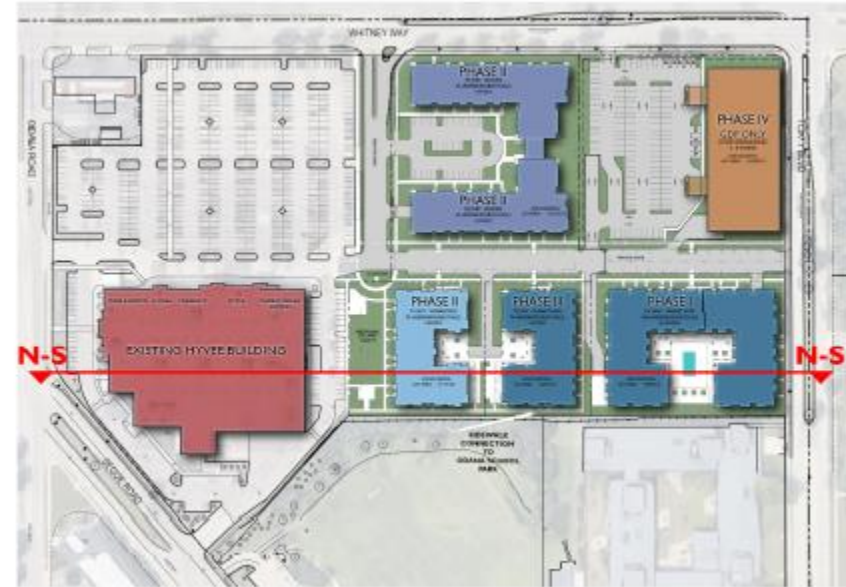




 Pedestrian & Bike Routes
 Westgate
 Whitney Way
 June 10, 2020



Site Sections

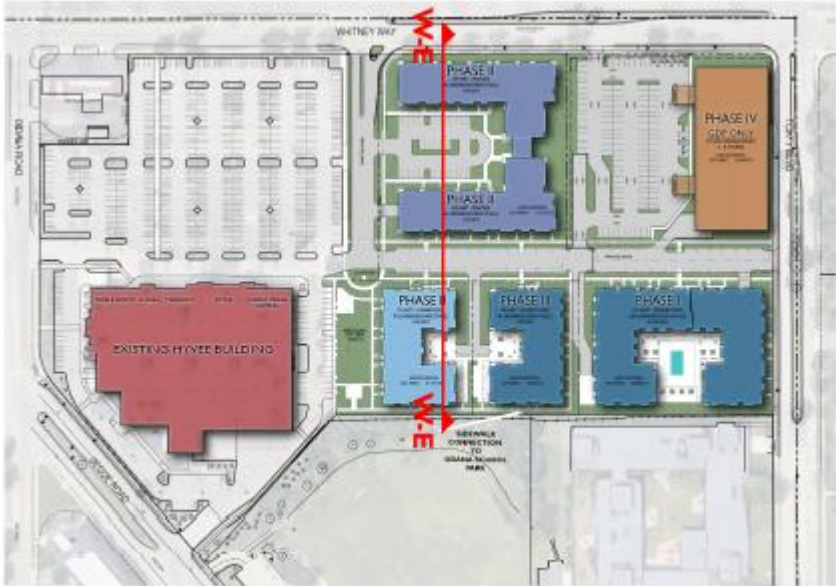


North-South Site Section

Site Sections
Westgate
Whitney Way
June 10, 2020



Site Sections



West-East Site Section

Site Sections
Westgate
Whitney Way
June 10, 2020



Attachment 4 Confirmation of an Initial Application for Energy Design Assistance

See below



New Construction

Thank You

Changes to this application have been saved.

APPLICATION SUMMARY

Application Number: **FOE-696AD-18145**

Program: **New Construction**

Sponsor: **Focus on Energy**

Created By: **Danny Afable on 7/6/2020 2:37:27 PM**

Last Modified By: **Danny Afable on 7/13/2020 10:25:27 AM [Revision 4]**

Project Name: **Westgate Commons**

Project Location: **160 Westgate Mall
Madison, WI 53711**

Business Customer: **JT Klein Company**

T&Cs Signed: **Yes**

MODIFIED KEY FIELDS

The following **key** fields were modified in this revision. Other non-key field modifications are recorded, but not listed below.

Agreed To Terms: **True**

APPLICATION NUMBER

FOE-696AD-18145

You can make additional updates to this application at any time by clicking the above application number.

[Help](#)

Attachment 5 Letter from Zoning Administrator, Matt Tucker

See below



Department of Planning & Community & Economic Development
Building Inspection Division

Website: www.cityofmadison.com

215 Martin Luther King Jr Blvd
Suite 017, Madison Municipal Building
P.O. Box 2984
Madison, Wisconsin 53701-2984
FAX 608 266 6377
PH 608 266 4551

May 29, 2020

MELISSA HUGGINS
URBAN ASSETS LLC
809 E JOHNSON ST
MADISON WI 53703

RE: Plan Commission Application-160 Westgate Mall

Dear Melissa:

Your application has been accepted for review and will be considered by the City of Madison Plan Commission on **Monday, July 27, 2020** at **5:45 p.m.**

Before that, the Urban Design Commission will consider the application on **Wednesday, July 1, 2020** at **4:30 p.m.**

The Common Council will consider the application on **Tuesday, August 4, 2020** at **6:45 p.m.**

Please plan to attend the meeting(s) mentioned above. If for some reason you cannot attend, or if you have any questions about the project review or public hearing, please contact the Planning Division staff person assigned to review your application, who can be reached at 266-4635.

If I may be of any further assistance, please do not hesitate to contact me at 266-4551.

Sincerely,

MATT TUCKER
Zoning Administrator

cc: Chris Wells & Kevin Firchow, Planning Division

Examples of Signed MOUs with Lutheran Social Services - Support for Questions 8

See below

Memorandum of Understanding

Project Name:
 Sponsor:

- ▶ **Detail only the service selected below on this form; a separate MOU is required for each empowerment service and must be uploaded to that particular service in AHP Online.**
- ▶ **Complete the MOU in order; some dropdowns will change the information requested.**
- ▶ **Each MOU must be printed, executed by the sponsor and service provider, scanned with supporting documentation, and attached as a .pdf file to the empowerment service checked in AHP Online.**

- ▶ **Refer to the Guide for Sponsor Applicants for additional guidance and suggested documentation.**

Empowerment Activity:

Sponsor and service provider (if applicable) certify that the provision of the above-identified service will meet FHLBC requirements in order to receive points:

Financial literacy education will be independent of homebuyer education and/or pre-purchase counseling, if offered.

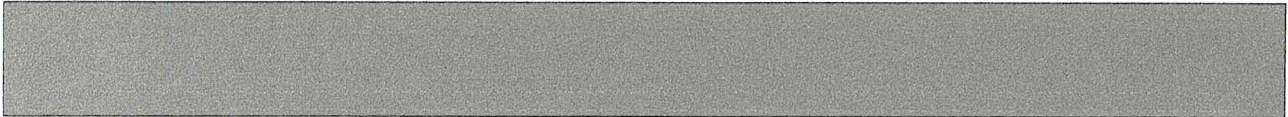
Organizational Information for Service Provider

Name of Service Provider:

Location: City: State: Zip:

Is there an affiliate relationship between sponsor and service provider?

Disregard this comment area.



Describe service provider's experience and history with providing the specific service, including number of years and in what geographic area(s) service has been provided:

Lutheran Social Services of Wisconsin and Upper Michigan, Inc. (LSS) has been providing social services to people in need since 1882. With the help of nearly 1,000 employees, LSS provides services across a person's lifespan, addressing a variety of conditions. Services are available for children and families, adults, older adults, and persons with disabilities. Each year, LSS offers over 263 programs at over 188 sites in 115 communities throughout Wisconsin and Upper Michigan. By teaming up with JT Klein Company, Inc., Westgate Senior Apartments will be another community by which LSS can assist those in need to find the services they desire. Counseling has been offered from LSS through a variety of their offices throughout Wisconsin. They have state-certified clinics and highly professional licensed staff that are available regardless of religious preference. In addition, since the 19080s, LSS has provided Service Coordination services in independent, low income housing facilities to older adults and adults with disabilities in the state of Wisconsin and Upper Michigan. Services to residents, provided by the Service Coordinator, are provided on a voluntary, as needed basis and take a proactive and collaborative approach in assessing resident's needs. Service Coordinators work to help identify, access and coordinate services for residents that can help them remain independent and age in place. Service coordinators can provide referrals to financial counseling services in the community, assist with budget counseling, and provide assistance with applications to financial assistance agencies in the community. All service coordinators obtain and complete training on an annual basis, and follow the guidelines set in place by the Department of Housing and Urban Development's Service Coordination.

About 25 years ago, LSS created LSS Financial Counseling, a non-profit, full-service credit counseling agency. services include budget and debt counseling, debt management plans, bankruptcy counseling and education, credit report review, financial education, and many others. LSS Financial counselors assist their clients to become financially literate and empower them with the skills they need to understand their finances and create financial plans for their futures. All financial counselors are fully-certified along with other specialized training and certifications. LSS Financial Counseling is an accredited and trusted provider and is associated with associations such as the National Foundation for Credit Counseling and Council on Accreditation. LSS offers in-person Financial Counseling at the following locations: Duluth, Minneapolis, St. Paul, Brainerd, Eveleth, St. Louis Park, Mankato, Willmar, Superior, WI. These counseling services are also available by telephone and online.

Note: adjust the height of text boxes as necessary to ensure full explanations are visible when converted to PDF.

Service Provision

Services should be made accessible and attractive to all AHP-assisted households. Proposed services must be appropriate for the target population of project. Answer the following questions with information on the specific service.

Indicate who is eligible to access the service:

LSS services are available, without restriction, to any tenant that wishes to engage with LSS providers. Utilization of services is not a condition of tenancy.

How will households be informed of and engaged in services offered?

LSS will use typical advertising techniques such as print ads, websites, mailings, brochures, etc. In addition, there will be information packets that will notify residents of benefit assistance services that can be coordinated through LSS. Brochures and other information regarding the program and services are available to tenants at any time during their tenancy at Westgate Senior Apartments.

What type of documentation will be available to FHLBC to evidence the service(s) are available and have been offered? Select all that apply:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Marketing Materials | <input checked="" type="checkbox"/> Sign in sheets or log books |
| <input checked="" type="checkbox"/> Service Agreements | <input type="checkbox"/> Payment documentation for services delivered |
| <input type="checkbox"/> Other (describe below) | |

Where will the service be provided?

Both On- & Off-Site

Describe how the services will be made attractive and accessible to residents, including days and times of service provision and what arrangements will be made to connect and/or transport residents to the service location:

LSS offers appointments that are free and confidential, with online counseling available 24 hours a day, 7 days a week. You can also call for an appointment over the phone or to set up an in person appointment. Evening and Saturday appointments are also available. Tenants will have access to the help they need through an LSS employee who will help to address their challenges and arrange services so they may learn the skills necessary to develop and maintain a healthy, stable lifestyle. LSS will initially begin service by being on-site once a month during the first three months of lease-up phase of the development to hold informational sessions. The aforementioned sessions will be an important part of the supportive services component of the development as it will introduce the tenants to services available and provide a foundation of understanding of tenant needs to LSS. After the lease-up phase of the development is complete, LSS will be on-site once per quarter to 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 Westgate Senior Apartments. LSS will establish within the Supportive Services Plan, along with the assistance of JT Klein Company, Inc., 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. The Supportive Services Plan will be complete and agreed upon by the close of the first twelve (12) months of operations. The Supportive Services Plan may be altered at any time as long as both parties are in agreement.

How often will service be provided?

Other

Explain 'Other':

Services are offered on an as needed basis. Individuals seeking counseling in financial literacy can schedule an appointment as noted above.

Describe the content and/or curriculum of the service:

LSS Financial Counseling offers an array of services that will assist in providing financial literacy education for the residents at Westgate Senior Apartments. These services include the following areas of expertise: Budget and Debt Counseling - A certified financial counselor will assist in evaluating their current financial situation, development of a budget and plan of action to achieve financial goals, provide encouragement and support to keep the resident on track, identify consolidation of payments, and provide tools to help them stay on track. Debt Management Plans - One of the many tools provided by LSS to assist in paying down debt. A Debt Management Plan (DMP) is developed between the resident and LSS Financial Counseling Services which can stop late fees, reduce interest rates, and assist in getting out of debt faster. Along the way, LSS will continue to provide financial counseling to assist in creating positive money habits for the future and keep the client from going back into debt. Bankruptcy Counseling and Education - LSS provides the Bankruptcy Pre-Filing Counseling and Bankruptcy Pre-Discharge Education required to those who file personal bankruptcy in Wisconsin. This includes exploration of consequences of bankruptcy and alternatives, as well as assistance in establishing the path back to financial control. Credit Report Review - Review with a certified counselor to assist in the education of and understanding of a credit report, and creation of an individualized action plan to improve their credit score. Financial Education - LSS provides over 20 different financial education workshops relating to money management, credit, and consumer protection issues. Workshops can also be tailored to a specific group request. Financial literacy class series are offered covering topics such as budgeting to create savings, debt reduction and asset building, improving credit scores, and consumer protection and financial institutions.

Indicate computer use:

Service does not require the use of a computer

Provide any additional pertinent information:

LSS is committed to assisting all tenants of Westgate Senior Apartments in finding the services they need by way of on-site services or, if unavailable on-site, access to off-site services so that each tenant has the ability to partake in the services best suited for them.

Agreement to Provide Services

The intent to provide the above-outlined programs and/or services is hereby affirmed and agreed to by the AHP Project Sponsor and Service Provider Organization (if applicable).

Dane County Housing Authority

AHP Sponsor Organization

X 

AHP Sponsor Signature

Lutheran Social Services of Wisconsin and Upper Michigan, Inc.

Service Provider Organization

X 

Service Provider Signature

Karyn Knaak, Executive Director

Printed Name/Title

Dennis Hanson/Vice President of Residential Services

Printed Name/Title

06/09/2020

Date (mm/dd/yyyy)

6/5/2020

Date (mm/dd/yyyy)

In order to be considered eligible for points, this Memorandum of Understanding must:

- ▶ ***Be completed with information specific to each service indicated***
- ▶ ***Printed and executed by the Sponsor and Service Provider (if applicable)***
 - Note: Before printing application, make sure that text within comment boxes is fully visible. □*
 - If text exceeds the comment area box, extend the row until all text is visible.*
- ▶ ***Scanned with the required supporting documentation attached***
 - Note: See the Guide for Applicants for review criteria and required forms of documentation.*
- ▶ ***Attached as a .pdf file to the empowerment service within AHP Online***

Memorandum of Understanding

Project Name:
 Sponsor:

- ▶ **Detail only the service selected below on this form; a separate MOU is required for each empowerment service and must be uploaded to that particular service in AHP Online.**
- ▶ **Complete the MOU in order; some dropdowns will change the information requested.**
- ▶ **Each MOU must be printed, executed by the sponsor and service provider, scanned with supporting documentation, and attached as a .pdf file to the empowerment service checked in AHP Online.**
- ▶ **Refer to the Guide for Sponsor Applicants for additional guidance and suggested documentation.**

Empowerment Activity:

Sponsor and service provider (if applicable) certify that the provision of the above-identified service will meet FHLBC requirements in order to receive points:

Benefits will provide income and/or reduce the cost of living for residents.

Organizational Information for Service Provider

Name of Service Provider:
 Location: City: State: Zip:

Is there an affiliate relationship between sponsor and service provider?

Disregard this comment area.

Describe service provider's experience and history with providing the specific service, including number of years and in what geographic area(s) service has been provided:

Lutheran Social Services of Wisconsin and Upper Michigan, Inc. (LSS) has been providing social services to people in need since 1882. With the help of over 1,000 employees, LSS provides services across a person's lifespan, addressing a variety of conditions. Services are available for children and families, adults, older adults, and persons with disabilities. Each year, LSS offers over 263 programs at over 188 sites in 115 communities throughout Wisconsin and Upper Michigan. By teaming up with JT Klein Company Inc., the residents of Westgate Senior Apartments will be another community by which LSS can assist those in need to find the services they desire. Counseling has been offered from LSS through a variety of their offices throughout Wisconsin. They have state-certified clinics and highly professional licensed staff that are available to everyone. In addition, since the 19080s, LSS has provided services in independent, low income housing facilities to older adults and adults with disabilities in the state of Wisconsin and Upper Michigan. Services to residents, provided by the Service Coordinator, are provided on a voluntary, as needed basis and take a proactive and collaborative approach in assessing resident's needs. Service Coordinators work to help identify, access and coordinate services for residents that can help them remain independent and age in place. Service coordinators can provide assistance in applying for any government entitlement, veteran's benefits, public benefit or social services programs, assist in maintaining or choosing alternative benefits, or assist with accessing various other private insurance or benefit matters upon request. All service coordinators obtain and complete training on an annual basis, and follow the guidelines set in place by the Department of Housing and Urban Development regarding service coordination.

Note: adjust the height of text boxes as necessary to ensure full explanations are visible when converted to PDF.

Service Provision

Services should be made accessible and attractive to all AHP-assisted households. Proposed services must be appropriate for the target population of project. Answer the following questions with information on the specific service.

Indicate who is eligible to access the service:

LSS services are available, without restriction, to any tenant that wishes to engage with LSS providers. Utilization of services is not a condition of tenancy.

How will households be informed of and engaged in services offered?

LSS will use typical advertising techniques such as print ads, websites, mailings, brochures, etc. In addition, there will be information packets that will notify residents of benefit assistance services that can be coordinated through LSS. Brochures and other information regarding the program and services are available to tenants at any time during their tenancy at Westgate Senior Apartments.

What type of documentation will be available to FHLBC to evidence the service(s) are available and have been offered? Select all that apply:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Marketing Materials | <input checked="" type="checkbox"/> Sign in sheets or log books |
| <input checked="" type="checkbox"/> Service Agreements | <input type="checkbox"/> Payment documentation for services delivered |
| <input type="checkbox"/> Other (describe below) | |

Where will the service be provided?

Both On- & Off-Site

Describe how the services will be made attractive and accessible to residents, including days and times of service provision and what arrangements will be made to connect and/or transport residents to the service location:

Tenants will have access to the help they need through an LSS employee who will help to address their challenges and arrange services so they may learn the skills necessary to develop and maintain a healthy, stable lifestyle. LSS will begin service by being on-site monthly during the lease-up phase of the development to hold informational sessions. The aforementioned sessions will not exceed a duration of 3 months and will be an important part of the supportive services component of the development as it will introduce the tenants to services available and provide a foundation of understanding of tenant needs to LSS. After the lease-up phase of the development is complete, LSS will be on site quarterly to work with residents and available by phone or off-site on an as needed basis.

How often will service be provided?

Other

Explain 'Other':

Services are offered on an as needed basis. Individuals seeking assistance accessing benefits an schedule an appointment as noted above.

Describe the content and/or curriculum of the service:

LSS has the mission and goal to empower people to take control of their lives by becoming independent, productive members of the community. One way to address this goal is to provide adults with the education and assistance they need in order to access benefits they need to provide income and/or reduce their monthly living expenses. There are a number of areas in which LSS assists individuals in accessing available benefits. LSS onsite employees will have a comprehensive understanding of state and federal benefit programs and can assist residents in completing a benefits checklist to determine eligibility and need. In addition, onsite LSS can also assist with completion of applications for benefits and renewal of benefits, and assist resident in understanding required verification documentation and ensure residents submits required forms to complete all applications. LSS will provide educational material on specific benefits in relation to SNAP/ Foodshare, accessing Medicare and/or Medicaid, services that will help pay for care, pensions, welfare assistance, and social security, among other benefits. LSS will also work to coordinate and schedule at least one presentation or workshop onsite to educate and provide tips and resources relating to benefit services, and how to access these services.

Indicate computer use:

Service does not require the use of a computer

Provide any additional pertinent information:

LSS is committed to assisting all of Westgate Senior Apartments' tenants in accessing the benefits available to them. LSS will work to complete a needs assessment with residents to access and apply for benefits so each residents has the ability to obtain benefit support best suited for them.

Agreement to Provide Services

The intent to provide the above-outlined programs and/or services is hereby affirmed and agreed to by the AHP Project Sponsor and Service Provider Organization (if applicable).

Dane County Housing Authority

AHP Sponsor Organization

x 

AHP Sponsor Signature

Karyn Knaak, Executive Director

Printed Name/Title

06/09/2020

Date (mm/dd/yyyy)

Lutheran Social Services of Wisconsin and Upper Michigan, Inc.

Service Provider Organization

x 

Service Provider Signature

Dennis Hanson/Vice President of Residential Services

Printed Name/Title

6/5/2020

Date (mm/dd/yyyy)

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▶ **Be completed with information specific to each service indicated**

▶ **Printed and executed by the Sponsor and Service Provider (if applicable)**

Note: Before printing application, make sure that text within comment boxes is fully visible. □

If text exceeds the comment area box, extend the row until all text is visible.

▶ **Scanned with the required supporting documentation attached**

Note: See the Guide for Applicants for review criteria and required forms of documentation.

▶ **Attached as a .pdf file to the empowerment service within AHP Online**

Memorandum of Understanding

Project Name:
 Sponsor:

- ▶ **Detail only the service selected below on this form; a separate MOU is required for each empowerment service and must be uploaded to that particular service in AHP Online.**
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Empowerment Activity:

Sponsor and service provider (if applicable) certify that the provision of the above-identified service will meet FHLBC requirements in order to receive points:

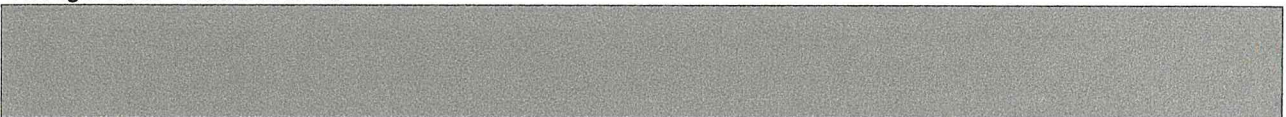
Employment Services will include Employment/Career Counseling, Job Training, and/or Job Placement.

Organizational Information for Service Provider

Name of Service Provider:
 Location: City: State: Zip:

Is there an affiliate relationship between sponsor and service provider?

Disregard this comment area.



Describe service provider's experience and history with providing the specific service, including number of years and in what geographic area(s) service has been provided:

Lutheran Social Services of Wisconsin and Upper Michigan, Inc. (LSS) has been providing social services to people in need since 1882. With the help of nearly 1,000 employees, LSS provides services across a person's lifespan, addressing a variety of conditions. Services are available for children and families, adults, older adults, and persons with disabilities. Each year, LSS offers over 263 programs at over 188 sites in 115 communities throughout Wisconsin and Upper Michigan. By teaming up with JT Klein Company, Inc., Westgate Senior Apartments will be another community by which LSS can assist those in need to find the services they desire. Counseling has been offered from LSS through a variety of their offices throughout Wisconsin. They have state-certified clinics and highly professional licensed staff that are available regardless of religious preference. In addition, since the 19080s, LSS has provided Service Coordination services in independent, low income housing facilities to older adults and adults with disabilities in the state of Wisconsin and Upper Michigan. Services to residents, provided by the Service Coordinator, are provided on a voluntary, as needed basis and take a proactive and collaborative approach in assessing resident's needs. Service Coordinators work to help identify, access and coordinate services for residents that can help them remain independent and age in place. Service coordinators can provide assistance in linking residents to employment or volunteer opportunities and assist with resume and interview skills development. All service coordinators obtain and complete training on an annual basis, and follow the guidelines set in place by the Department of Housing and Urban Development regarding service coordination.

Note: adjust the height of text boxes as necessary to ensure full explanations are visible when converted to PDF.

Service Provision

Services should be made accessible and attractive to all AHP-assisted households. Proposed services must be appropriate for the target population of project. Answer the following questions with information on the specific service.

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What type of documentation will be available to FHLBC to evidence the service(s) are available and have been offered? Select all that apply:

- | | |
|---|---|
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| <input checked="" type="checkbox"/> Service Agreements | <input type="checkbox"/> Payment documentation for services delivered |
| <input type="checkbox"/> Other (describe below) | |

Where will the service be provided?

Both On- & Off-Site

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Tenants will have access to the help they need through an LSS employee who will help to address their challenges and arrange services so they may learn the skills necessary to develop and maintain a healthy, stable lifestyle. LSS will initiate services by being on-site monthly during the lease-up phase of the development to hold informational sessions. The aforementioned sessions will not exceed a duration of 3 months and will be an important part of the supportive services component of the development as it will introduce the tenants to services available and provide a foundation of understanding of tenant needs to LSS. After the lease-up phase of the development is complete, LSS will be on site quarterly to work with residents and will be available by phone or off-site on an as needed basis.

How often will service be provided?

Other

Explain 'Other':

Services are offered on an as needed basis. Individuals seeking employment services can schedule an appointment as noted above.

Describe the content and/or curriculum of the service:

Through the onsite assistance of an LSS employee, LSS will provide supportive services to assist residents in identifying their employment goals, and obtain the necessary resources and skills to obtain employment counseling, job training and/or job placement resources and services. LSS will assist the resident in evaluating employment interest areas, access to information related to job skill development and employment readiness, resume development and interview skills. Content of employability assistance includes but is not limited to: Assessment regarding readiness for employment; Evaluating interest area; increasing skill level; Resume development, and; Interview skills. These services will be accompanied with continued support and counseling on an as needed basis for individuals seeking out this education. In addition, at least one educational presentation, employment fair or workshop will be completed annually to provide residents with a unique opportunity to obtain resources in relation to employment opportunities and employment skills/resources, and education on additional community supports. These services are dependent on a funding stream in process and would not be free to all building residents.

Indicate computer use:

Service does not require the use of a computer

Provide any additional pertinent information:

LSS is committed to assisting all of Westgate Senior Apartments' tenants in accessing the benefits available to them, by way on-site services or so that each tenant has the ability to obtain the services best suited for them to obtain employment.

Agreement to Provide Services

The intent to provide the above-outlined programs and/or services is hereby affirmed and agreed to by the AHP Project Sponsor and Service Provider Organization (if applicable).

Dane County Housing Authority

AHP Sponsor Organization

X 

AHP Sponsor Signature

Karyn Knaak, Executive Director

Printed Name/Title

06/09/2020

Date (mm/dd/yyyy)

Lutheran Social Services of Wisconsin and Upper Michigan, Inc.

Service Provider Organization

X 

Service Provider Signature

Dennis Hanson/Vice President of Residential Services

Printed Name/Title

6/5/2020

Date (mm/dd/yyyy)

In order to be considered eligible for points, this Memorandum of Understanding must:

▶ ***Be completed with information specific to each service indicated***

▶ ***Printed and executed by the Sponsor and Service Provider (if applicable)***

Note: Before printing application, make sure that text within comment boxes is fully visible. ☐

If text exceeds the comment area box, extend the row until all text is visible.

▶ ***Scanned with the required supporting documentation attached***

Note: See the Guide for Applicants for review criteria and required forms of documentation.

▶ ***Attached as a .pdf file to the empowerment service within AHP Online***

Copy of Security Deposit Details within all Tenant Leases- Support of Question 16

See below

Madison Apartment Lease Contract

Date of Lease Contract: March 14, 2018
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. **PARTIES.** This Lease Contract is between *you*, the resident(s) (*list all people signing the Lease Contract*):

_____ and *us*, the owner:
8 Twenty Park LLC

(*name of apartment community or title holder*). You've agreed to rent Apartment No. _____, at **820 S. Park Street** (street address) in **Madison** (city), Wisconsin, in **53715** (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

Person or Entity Authorized to Collect Rent, Manage and Maintain the Apartment:

Oakbrook Corporation, Managing Agt
(NAME)

820 S Park St
(ADDRESS)

Madison WI 53715 (CITY) **(608) 515-9254** TELEPHONE NUMBER

Person or Entity Authorized to Accept Service of Legal Process and Other Notices and Demands on Behalf of Owner:

Oakbrook Corporation
(NAME)

2 Science Ct
(ADDRESS)

Madison, WI 53711 (CITY) **(608) 238-2600** TELEPHONE NUMBER

2. **OCCUPANTS.** The apartment will be occupied only by you and (*list all other occupants not signing the Lease Contract*):

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 0 consecutive days without our prior written consent, and no more than twice that many days in any one month. *If the previous space isn't filled in, two days per month is the limit.*

3. **LEASE TERM.** The initial term of the Lease Contract begins on the _____ day of _____, _____ (year), and ends at 12:00 noon the _____ day of _____, _____ (year).

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ _____, due on or before the date this Lease Contract is signed.

Before accepting your security deposit or converting your earnest money to a security deposit you will be: (1) allowed to inspect the dwelling and notify us of any pre-existing damages or defects; and (2) provided (within the period required by law and upon written request) with a list of physical damages charged to the previous resident's security deposit and other information that may be required under WIS ADMIN. CODE § 134.06.

5. **KEYS AND FURNITURE.** You will be provided _____ apartment key(s), _____ mailbox key(s), and _____ other access devices for _____. Your apartment will be [*check one*]:
 furnished or unfurnished.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ _____ per month for rent, payable in advance and without demand:

- at the on-site manager's office, or
 at our online payment site, or
 at _____.

Prorated rent of \$ _____ is due for the remainder of [*check one*]:

1st month or 2nd month, on _____ (year). *Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable. You must not withhold or offset rent unless authorized by statute.* We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. If you don't pay all rent on or before the 5th day of the month, you'll pay an initial late charge of \$ 75.00 plus a late charge of \$ _____ per day after that date until paid in full. You'll also pay a charge of \$ 75.00 for each returned check or rejected electronic payment, in addition to the initial and daily late charges from due date until we receive acceptable payment. If you don't pay rent on time, you'll be delinquent and all remedies under state law and this Lease Contract will be authorized.

7. **UTILITIES.** We'll pay for the following items, if checked:

- water gas electricity master antenna
 wastewater trash cable TV other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities (other than cable TV) to be disconnected for any reason—including disconnection for not paying your bills—until the Lease Contract term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-powered lighting. If any utilities are submetered for the apartment or prorated by an allocation formula, we will attach an addendum to this Lease Contract.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

Section 34 of this lease is amended to state a written notice at least 60 days prior to the end of the lease term is required for all vacates.

See any additional special provisions.

11. **DAMAGES AND REIMBURSEMENT.** You must promptly pay or reimburse us for loss, damage, consequential damages, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants. You will indemnify and hold us harmless from all liability arising from the conduct of you, your invitees, guests, or occupants. You will indemnify and hold us harmless from all liability arising from the conduct of you, your invitees, guests, or occupants, or our representatives who perform at your request services not contemplated in this Lease Contract, unless caused by negligent acts or omissions of the owner. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

Nonstandard Rental Provisions

The following provisions are incorporated into and made part of the Lease Contract. In the event there is any conflict between the following provisions and any other provisions contained in the Lease Contract, then the following provisions shall govern and control:

A. CHECK-IN/CHECK-OUT SHEET

Resident(s) Initials

_____ Resident(s) acknowledges receipt of the Landlord’s check-in / check-out sheet, and agrees to complete and return the form to Landlord within seven (7) days of occupancy of the leased premises.

B. SECURITY DEPOSIT

In addition to the standard security deposit deductions allowable under Wis. Stat. s. 704.28, the Landlord may deduct the following items from the security deposit, if not paid by Resident(s) by the end of the tenancy:

Resident(s) Initials

- _____ 1. Mitigation costs allowable under Chapter 704 of the Wisconsin Statutes including, but not limited to, advertising costs, rental commissions, sublet fees, and /or showing fees.
- _____ 2. Unpaid parking rent and any applicable sales tax.
- _____ 3. Charges for re-keying or changing locks, or replacing keys if all keys are not returned at the end of the tenancy; charges for replacement keys and /or re-keying during the term of the tenancy, as a result of loss of keys by Resident or other circumstances caused or created by Resident, or as a result of a request for re-keying or keys by the Resident.
- _____ 4. Charges for unpaid NSF check fees, closed account fees, or other unpaid charges as provided in the Lease Contract and /or any addenda thereto.
- _____ 5. If the leased premises are not left in a clean and habitable condition for the next occupant, the actual cost of performing the required cleaning may be deducted from the security deposit, whether cleaned by an independent cleaning contractor, or by the Landlord or his /her employees.
- _____ 6. Cost of replacing any garage opener or other access card issues by Landlord and not returned by Resident(s), and /or the cost of re-coding any access mechanism.
- _____ 7. Repayment of any promotional offers or rental incentives.
- _____ 8. Late fees or unearned discounts as provided in the Lease Contract.
- _____ 9. While Landlord may not expressly prohibit smoking within individual rental dwellings, Resident understands that they will be held liable for the cost of labor and materials associated with removing and remedying any smoke damage, related cleaning, painting, or other damages within the dwelling. This liability extends to whatever work becomes necessary as a result of smoking inside the dwelling.
- _____ 10. Cost of storing and /or disposing of personal property left behind by Resident(s) after the Resident(s) vacates or is evicted from the premises.
- _____ 11. Holdover damages as a result of the Resident’s failure to vacate, after the expiration of the Lease or termination of tenancy by notice.
- _____ 12. Any cost incurred by Landlord as a result of Resident’s violation of any Carbon Monoxide Detector and /or the Smoke Alarm policy as stated in the Apartment Lease Contract and /or any Addendum.
- _____ 13. Other

- _____ 14. Other

The undersigned have read and understand the Nonstandard Rental Provisions stated above. Residents acknowledge that their initials next to each paragraph confirm that the Landlord has identified each of the above provisions with Residents.

By signing below I acknowledge that I have read the Nonstandard Rental Provisions and that the Landlord has identified and discussed them with me.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)



MMSD Project Impact Analysis - Support for Question 29

See below

Summary of Projected Impact due to Proposal for Redevelopment of Westgate Mall

JT Klein Company's Redevelopment Proposal to Redevelop Westgate Mall

Letter of Intent Summary

The Letter of Intent concerning the redevelopment of the current Westgate Mall site (approximately 9.5 acres located off of Whitney Way & Tokay Blvd., North of the Hy-Vee grocery store) submitted to the Madison Metropolitan School District by JT Klein on February 28, 2020 contained a description of the proposal which RPEO summarizes here:

Phase I – Market rate single family and multifamily units in two buildings, one of which will be 4-stories and the other 5-stories. The development phase will be comprised of approximately 156 rental units, including 23 studios, 73 one-bedroom, 56 two-bedroom, and 4 three-bedroom units.

Phase II & III (Workforce) – Multifamily workforce housing units in 2 four-story multi-family buildings financed by WHEDA tax credits. Each of the buildings will contain 70 units, including 44 one-bedroom, 15 two-bedroom, 11 three-bedroom units.

Phase II (Senior) – Mixed-use development including affordable senior housing and a commercial component. The multifamily component will be approximately 148 units, with an estimated unit mix of 60% one-bedroom and 40% two-bedroom units.

School's Serving Location

The three attendance area schools for the proposed redevelopment are:

Van Hise ES at 98% of capacity, projected to be at 83% in 2024-2025
Hamilton MS at 80% of capacity, projected to be at 73% in 2024-2025
West HS at 99% of capacity, projected to be at 99% in 2024-2025

Middle school students at this address would also be eligible to apply for enrollment at Wright MS.

Estimated Students at Location

In April 2019, Vandewalle & Associates, Inc. released an update of the Student Enrollment Projections Report ([2018-2038 Update](#)). On page 54 of the report they published students per a unit projection factors MMSD uses to estimate the impact of future development.

The estimate number of students per a unit in a 4 story building per the report is 0.025 students in a suburban residential setting and 0.053 students in an urban residential setting (Westgate redevelopment is considered urban). These estimated factors are based on recent development and occupancy information for all of the land included in MMSD's attendance boundary.

Using these factors the estimated number of overall students due to these development is around 24 students if we treat the mixed-use senior housing as a standard 4-story building. Spread across MMSD's 14 grades (K4, KG, 1, 2, ..., 11, 12) this is fewer than 2 students in each grade.

This would not be a burdensome impact, even considering the fact that Van Hise ES and West HS are currently near 100% of their current capacity.

Data Note

The projected estimate is based on recent evidence from other development sharing a few key characteristics (number of stories, type of development). Each individual development may or may not see occupancy patterns similar to this recent history. Local knowledge should be used when considering the use of the above summary.

**Excerpt from the Midvale Heights Westmorland 2009 Neighborhood Plan regarding Future Westgate
Redevelopment- Support for Question 33**

See below

Recommendations:

Potential Neighborhood Redevelopment Sites

In order to direct and shape future growth, it is necessary to identify potential neighborhood redevelopment sites and prepare land use recommendations to guide the form and character of those areas. Map 11.1 identifies three locations for potential neighborhood redevelopment: Westgate Mall; the Mineral Point/Speedway/Glenway Intersection; and Other Neighborhood Redevelopment. Because each of these areas has its own unique opportunities and challenges, recommendations that include all or some of the following elements are presented for each:

- Appropriate uses and relationship to surrounding areas
- Heights, massing, and setbacks
- General urban design and streetscaping
- Linkages
- Parking
- Open space

Map 11.1: Potential Future Redevelopment Areas



Source: Vierbicher Associates, City of Madison 2008



The current Westgate Mall development is characterized by one-story buildings set back from the street, with all required parking located between the buildings and the street



Well-defined pedestrian space through the use of windows, materials, and awnings
© 2006 Sitephocus, LLC., www.sitephocus.com



Seating integrated into the landscape
© 2006 Sitephocus, LLC., www.sitephocus.com

Westgate Mall

Westgate Mall is located on the western edge of the planning area between South Whitney Way, Odana Road, South Segoe Road, and Tokay Boulevard. The mall provides a valuable service to the area with its mix of specialty retailers and shopping offerings. Unlike many surrounding regional malls, Westgate’s tenants are primarily local business owners, several of whom operate only at the Westgate site. Affordable rents and an established customer base make Westgate Mall a good place for these businesses to be located.

The shopping mall is flanked by four transportation corridors: South Whitney Way on the west, Tokay Boulevard on the north, Segoe Road on the east, and Odana Road on the south.

The L-shaped, primarily one-story structure with parking in the front is typical of shopping malls built in the 1960s. Renovations to the mall occurred in the middle to late 1990s, and an enclosed walkway was added to the front façade. The 17.2-acre site has two driveways on South Whitney Way (main entrance) and secondary driveways on Odana Road, Segoe Road, and Tokay Boulevard. The site does not include the Mobil Gas Station that occupies the northeast corner of the intersection of South Whitney Way and Odana Road.

This plan encourages the continued operation of Westgate Mall and the retention of local business owner tenants. This plan encourages continued improvements and changes to the mall that best serve the retail needs of the neighborhoods, the space needs of existing and new tenants, and the profitability of the mall ownership. In the short term, these improvements will likely include renovations such as facelifts, existing structure renovations, parking lot resurfacing, and other minor improvements to the buildings and grounds. In the long term, the local economy may allow a partial or complete redevelopment of a mixed-use center of a different form. Partial or total redevelopment should also best serve the retail needs of the neighborhoods, the space needs of existing and new tenants, and the profitability of the mall ownership.

This section includes land use, transportation, and design recommendations for improvements at Westgate Mall. In the long-term redevelopment of the entire site, the mall owners and their redevelopment partners should follow these recommendations as completely as possible. In the short-term incremental improvements to the site, the mall owners should attempt to meet the underlying goals of these recommendations, ensuring that short-term incremental improvements do not preclude long-term redevelopment as described in this section. This neighborhood plan recognizes that short-term incremental improvements cannot meet many of the recommendations in this section, but the plan also expects that these improvements will incorporate all recommendations that are possible.



Bus Stop integrated into the building facade
© 2006 Sitephocus, LLC., www.sitephocus.com



Raised or "tabled" crosswalks help make pedestrians more visible to motorists. A center island allows pedestrians to cross one direction of traffic at a time
© 2006 Sitephocus, LLC., www.sitephocus.com



A skywalk connection could improve pedestrian connectivity between the Westgate Mall area and any future redevelopment on the west side of Whitney Way
© 2006 Sitephocus, LLC., www.sitephocus.com



This Whole Foods Market offers parking on the upper level of the building
© 2006 Sitephocus, LLC., www.sitephocus.com

The area has potential for redevelopment because of its access to major arterials, high visibility, proximity to University Research Park and location near Madison's largest commercial node (West Towne Mall area). In the City of Madison's Comprehensive Plan, the Westgate Mall Redevelopment Site is identified as a Community Mixed Use (CMU) site as well as a potential Transit-Oriented Development (TOD) site. The few specific recommendations provided in the Comprehensive Plan for CMU and TOD sites should be viewed as starting points for the more detailed recommendations included in this document. Some of the key recommendations from the Comprehensive Plan are listed below.

- Well designed buildings placed close to the sidewalk and street.
- Parking located primarily behind the buildings or underground. On-street parking is recommended where sufficient right-of-way is available.
- Pedestrian-friendly design amenities such as decorative paving and lighting along sidewalks and paths, plazas, benches, and landscaping.
- Generally, buildings should be at least two stories in height. Specific height standards should be established in neighborhood or special area plans and should be compatible with the scale and intensity of the district as a whole and the context of the surrounding neighborhood.
- Include uses that generate pedestrian activity.
- Create both vertical and horizontal mixed uses.
- Connect TOD to multiple travel modes, important neighborhood destinations, and activity centers.
- Provide a mixture of housing types, sizes, tenures, and costs.
- Place buildings in a manner that creates a sense of street spatial enclosure.
- The development should include a core area of high intensity commercial, employment, or mixed-use activity center focal points.

Although future redevelopment at the Westgate site should be sensitive to the residential character of the neighborhood to the east, the positioning of the site makes this the most physically and visually isolated redevelopment location identified in the neighborhoods. To the north of the site is University Research Park, to the east of the site lies the Odana School building and park, to the south are moderately sized multi-family buildings, and to the west is more commercial development. The most sensitive part of the site is to the southeast at Odana and Segoe Roads, where the development prominently faces single-family residences. Recommendations for this site are intended to mitigate negative impacts on the surrounding neighborhood, while also allowing future redevelopment to



Prominent massing & architectural features should be used at major intersections to define the development & maintain the urban form

© 2006 Sitephocus, LLC., www.sitephocus.com



An inviting streetscape complete with multi-level terrace planting, pedestrian-scaled lighting, and interesting paving materials

© 2006 Sitephocus, LLC., www.sitephocus.com



Residential uses like townhomes should face existing single-family residential properties along Segoe Road

capitalize on the opportunity present at the Westgate Mall site. In addition, in order to promote contiguity of future development, it is recommended that any redevelopment that may occur at Whitney Square across from Westgate Mall also adhere to the recommendations below in order to present a coherent and complimentary façade. Redevelopment projects should also explore improvements such as a pedestrian overpass to promote connectivity and pedestrian crossings along South Whitney Way.

In early 2009, Hy-Vee grocery store, working with Westgate Mall owners, proposed to demolish the southern third of the existing shopping center to accommodate construction of an 80,476 square-foot grocery store with an outdoor eating area and drive-up service window. The stand-alone grocery store is not consistent with the objectives of the Comprehensive Plan or the Midvale-Westmorland Neighborhood Plan. The Urban Design and Plan Commissions approved the Hy-Vee grocery store project in January and February 2009, respectively, with a commitment by the property owners to take future measures to have a more intense, compact, mixed-use development.

Accompanying the text recommendations are three concept plans showing how these recommendations could translate into different future site layouts in the long term. However, any number of site layouts could achieve the objectives outlined in this plan's text and the included concept plans are not meant to dictate precisely how structures on the site are to be arranged.

Appendix F provides a concept plan for Westgate Mall that was prepared by the current property owners. The property owners, J. Herzog & Sons, Inc., would also like to redevelop the site over time. However, their proposed concept plan is less dense and compact, without the range of land uses that the neighborhood redevelopment concepts or the Comprehensive Plan propose.

Recommended Land Uses:

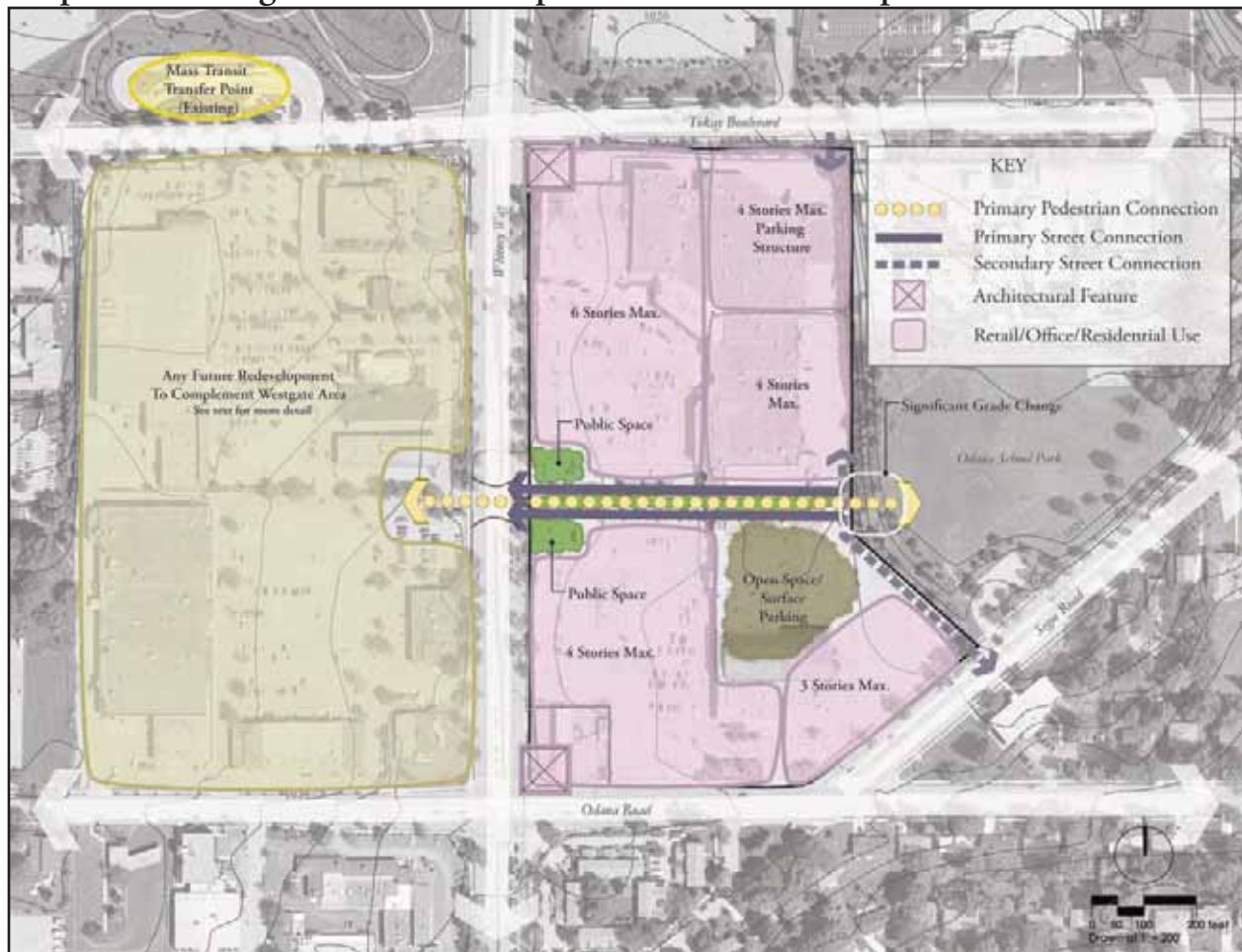
- Retail, professional services, and personal services on the first, and if appropriate, the second floor. Given its location within a large commercial node which supplies substantial general retail space, future development at the Westgate Mall site may best be targeted at complementary niche and small-scale retail and service establishments.
- Office, commercial, professional services and/or residential would be appropriate uses on the upper floors. *See the Economic Development Section for more details on potential for office space.*

- The long-term redevelopment of the Westgate Mall property should include residential as a component of the overall site.
- To meet the demand of the Comprehensive Plan’s vision for TODs, residential densities should be no less than 18 dwelling units per acre.

Heights:

- Six stories maximum in the northwest corner of the site (South Whitney Way and Tokay Boulevard) with stepbacks for fifth and sixth floors.
- Four stories maximum for the northeast corner of the site along Tokay Boulevard and abutting the Odana School building, with stepbacks for the fourth floor.
- Four stories maximum in the southwest corner (Odana Road and South Whitney Way), with the structure transitioning to three stories maximum as it wraps around onto Segoe Road.

Map 11.2a: Westgate Mall Redevelopment Schematic Example A

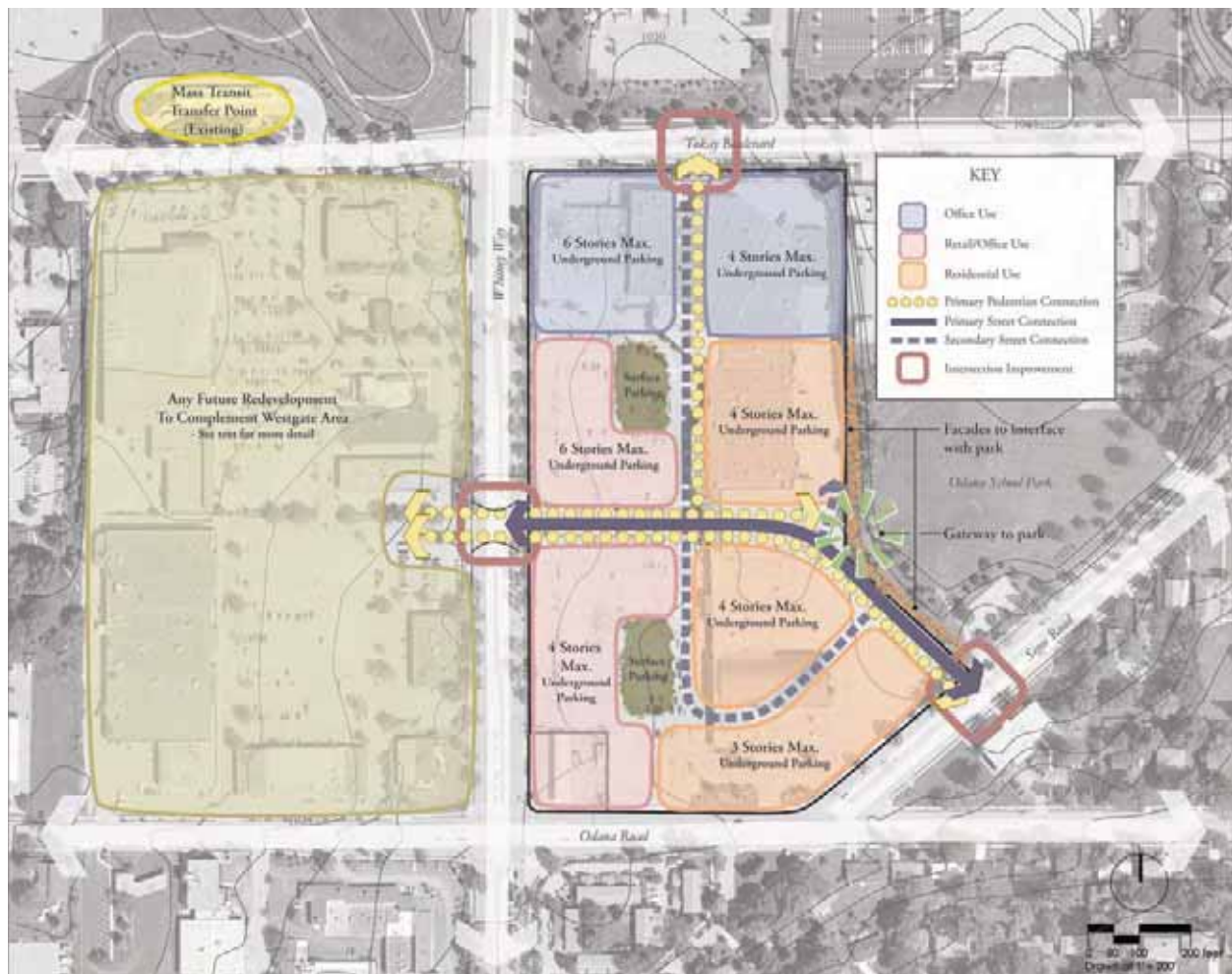


Source: Vierbicher Associates, City of Madison 2008

Massing and Setbacks:

- All of the structures should be positioned around a connected greenspace or public plaza system with one or more central open spaces that open toward the neighborhood to the east.
- The position of structures should allow for visual access into the site from multiple locations along each street facade. This will reduce the perceived mass of the buildings and provide a better transition to the surrounding neighborhoods.
- There should be prominent massing at the corners of South Whitney Way/Odana Road and South Whitney Way/Tokay Boulevard to accentuate the intersections and distinguish the development from surrounding commercial uses.
- New public or private streets through the site should be encouraged to break it into appropriately scaled blocks.

Map 11.2b: Westgate Mall Redevelopment Schematic Example B

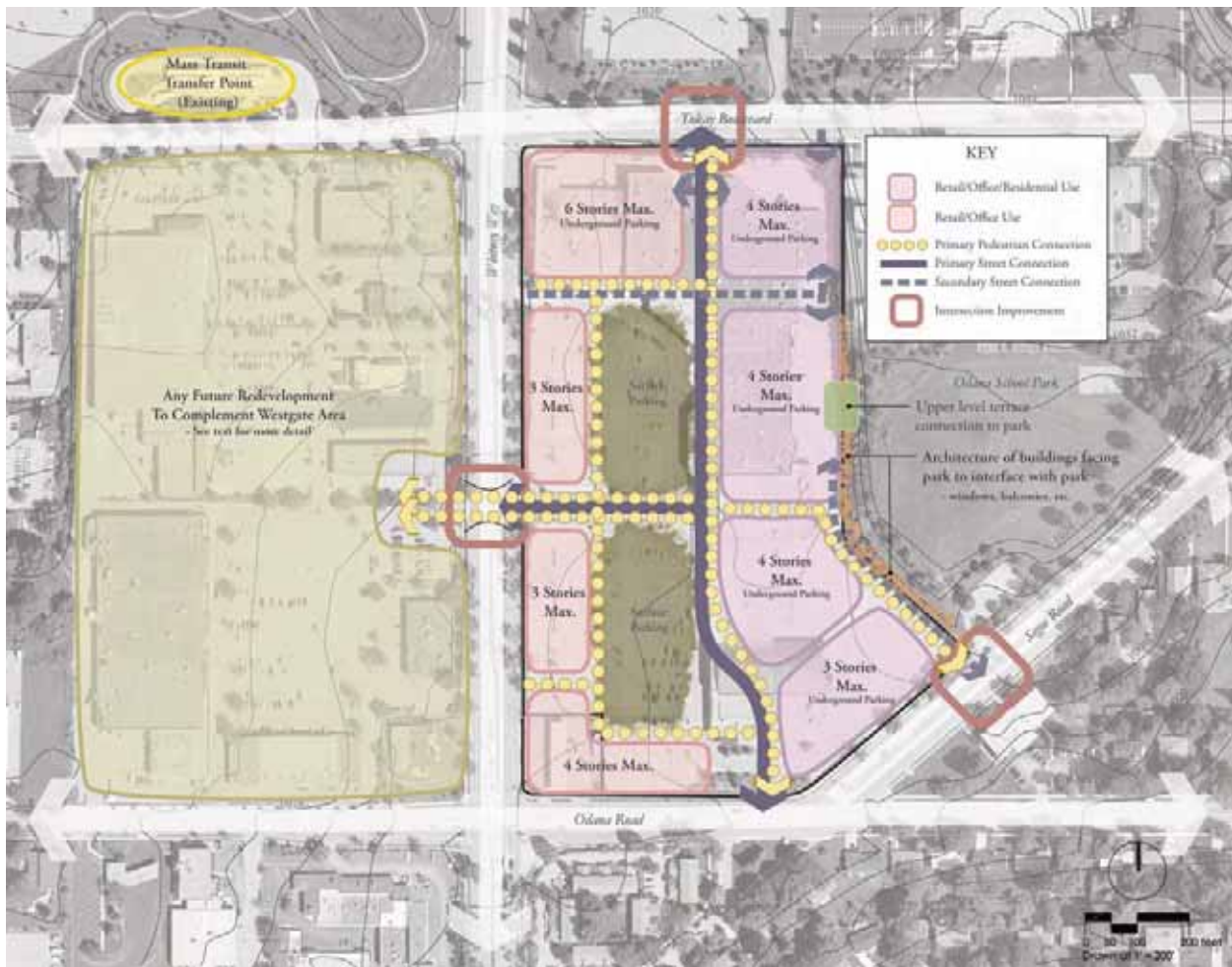


Source: Vierbicher Associates, City of Madison 2008

General Urban Design and Streetscaping:

- Although variation and innovation is encouraged, all buildings should incorporate some of the following architectural elements and materials in order to ensure the buildings are consistent with the residential character of the neighborhood:
 - Long, flat, or hipped roof lines.
 - Large windows oriented to enhance horizontal features.
 - Prominent use of glass at pedestrian level.
 - Entry ways delineated by overhangs, pedestrian-scaled features, and lighting.
 - Use of first-floor architectural features to create a human-scaled environment.
 - Use of quality materials such as wood, brick, or stone.
 - Use of stepbacks in buildings over two stories to reduce the perceived mass of the structures.
 - Prominent massing at the corners of South Whitney Way/Odana Road and South Whitney Way/Tokay Boulevard to accentuate the intersections and distinguish the development from surrounding commercial uses.

Map 11.2c: Westgate Mall Redevelopment Schematic Example C



Source: Vierbicher Associates, City of Madison 2008

- In addition to structural elements, the site as a whole should incorporate as many of the following streetscaping elements as possible:
 - Pedestrian-scale lighting along all intended pedestrian paths.
 - Seating along sidewalks and in designated gathering places.
 - Design for/enhance street terraces along Whitney Way, Tokay Boulevard, Odana Road, and Segoe Road to accommodate landscaping and street trees.
 - Landscaping and plantings that enhance the visual appeal of the site from pedestrian and vehicular circulation routes and that do not encroach into the pedestrian walking area.
 - Ample and secure bicycle parking.

Linkages:

- The site should be linked to surrounding alternative transportation infrastructure by providing well marked, well lit, high-quality bus stops and pedestrian entrances at bus drop off/pick up locations.
- As redevelopment occurs at this site and the site west of South Whitney Way, the potential for relocating and integrating the Madison Metro West Transfer Point into the new site design should be explored.
- Bus stop designs should be incorporated into buildings along South Whitney Way, Odana Road, Segoe Road, and Tokay Boulevard.
- The site should be linked to the surrounding residential and employment nodes by pedestrian and bicycle paths and crossings from surrounding residential and employment areas.
- Automobile access should be improved by upgrading the existing Westgate entrance off Tokay Boulevard and moving it farther east away from the signalized intersection at Whitney Way.
- Changes to all intersection and entrances should improve traffic and pedestrian safety.
- All future development should be intentionally linked to all pedestrian, bicycle, and mass transit infrastructure that is near the site.
- If redevelopment sites are located mid-block and space on the site allows, public pedestrian connections should be provided to enhance pedestrian connectivity to the adjoining neighborhoods.

Parking:

- All efforts should be made to limit the amount of surface parking at the site through the inclusion of underground parking and parking structures. In particular, a small parking structure located on the Tokay Boulevard side of the site should be explored. Because of the grade change near Tokay Boulevard, a parking structure located in that position would take advantage of existing topography and may allow for a second floor entrance with parking below. This would reduce the visual impact of a parking structure and provide a more efficient use of the site.
- The first floor of parking structures should have active land uses in highly visible areas.
- Sub-surface parking topped with public plaza or greenspace is encouraged in order to improve stormwater management and enhance overall design.

- Any surface parking that is included should be located behind the structures or in the interior of the site and shielded from the residential neighborhoods and roadways.
- Ample and secure bicycle parking should be included near all building entrances.

Open Space:

- Any future development should include high-quality public open space at approximately five percent of the total site area (per the Comprehensive Plan’s TOD recommendation). It should be noted that the Odana School Park is not counted towards the needed five percent of open space. In addition, if the site redevelops as two or more independent projects, the space should be organized into a connected open space system that includes no more than three primary spaces. All of the open space should be connected and easily accessible from almost all locations on the site.
- Open space should include usable landscape and hardscape which could include benches, tables, grassy areas, etc.
- The primary open space(s) should be located on the eastern side of the redevelopment, buffered from busy streets and providing a pedestrian and bicycle connection to the surrounding neighborhoods and the adjacent Odana School Park. Pedestrian and bicycle linkages, plazas, pocket parks, and landscaping that integrates the primary open space into the overall development should be included throughout the site. As an example, this could be a roof-top terrace above a parking structure.

Mineral Point Road/Speedway/Glenway Street Intersection

The Mineral Point Road/Speedway/Glenway Street intersection holds a number of potential future redevelopment sites. This intersection is identified as a Neighborhood Mixed-Use (NMU) site by the City’s Comprehensive Plan. These recommendations should be considered a baseline upon which the recommendations in this plan will expand. The following are specific recommendations provided by the Comprehensive Plan for NMU sites:

- Generally, buildings should be between two and four stories in height. Specific height standards should be established in neighborhood or special area plans and should be compatible with the scale and intensity of the adjacent neighborhood. One-story buildings may be appropriate in limited circumstances but are not encouraged.
- Gross square footage of commercial buildings (including single-tenant and multi-tenant buildings) should not exceed 10,000 square feet, except for neighborhood-serving grocery stores, which should not exceed 25,000 square feet.

Because this area is a convenient crossroads of more than one neighborhood, the intersection would likely see redevelopment as a small scale neighborhood-serving node. The properties in this area have a high level of interaction with the surrounding residential neighborhoods and thus future redevelopment should be very sensitive to local form and character. Accompanying the text recommendations is a concept plan that shows one way these recommendations could translate into site design.

Documentation & Case Studies Regarding Global Plasma Solutions HVAC Filtration System- Support for Questions 38 & 53

See below

INDEPENDENT LABORATORY TEST RESULTS

Pathogens



Reducing the Spread of Disease

GPS clears the air of particles faster

Particulate matter includes pollutants, dust, allergens, mold, bacteria – and viruses. GPS' technology constantly generates a high concentration of positively and negatively charged ions. These ions travel through the air continuously seeking out and attaching to particles. Larger by virtue of combination, these particles are removed from the air more rapidly.

GPS Inactivates Pathogens

When ions come into contact with pathogens, their microbicidal effects reduce the infectivity of the virus.

GPS is Safe

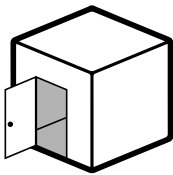
Our needlepoint bipolar ionization is OZONE free and safe to use across commercial, industrial and residential buildings. Traditional bipolar ionization systems produce harmful ozone as a byproduct.

Performance Validation*



SENSITIVITY TESTING

A petri dish containing a pathogen is placed underneath a laboratory hood, then monitored to assess the pathogen's reactivity to NPBI™ over time. This controlled environment allows for comparison across different types of pathogens.



SIMULATION TESTING

Counts of airborne pathogens are taken before and after aerosolizing them into a sealed, unoccupied laboratory environmental room installed with NPBI™ technology. The larger space more closely resembles a real-world environment.

*Global Plasma Solutions (GPS) uses multiple data points to formulate performance validation statements. GPS technology is used in a wide range of applications across diverse environmental conditions. Since locations will vary, clients should evaluate their individual application and environmental conditions when making an assessment regarding the technology's potential benefits.

SARS-CoV-2

Laboratory Name: Innovative Bioanalysis

Cap Lic No: 9501843

Date: 5/27/2020

Pathogen Tested: SARS-CoV-2

INNOVATIVE
BIOANALYSIS
creating solutions | getting results



SENSITIVITY TEST

Objective:

Aviation Clean Air commissioned testing on Global Plasma Solutions' GPS-DM48-AC model to assess its ability to neutralize SARS-CoV-2 in high-ion concentration specialty applications.

Methodology:

Single RE22 control chambers were set on a stainless steel table with pressure verification seals. The chambers had an internal working dimension of 16.5"W x 9"H x 12"D for a total cubic footage of 1.031. Under initial observation it was determined to seal the unit completely with no intake or exhaust port. Testing and control were conducted in an average ambient temperature of 72.6 degrees Fahrenheit.

A singular fan unit was set up at a 45-degree angle and affixed to the testing chamber. The initial control fan speed was measured at an average of 870 Ft/m. Under the original control section, the primary fan was set 10 inches away from ion production unit A and the average air flow speed past the ion producing nodes was 250Ft/m.

Experimental Results:

SARS-CoV-2 was exposed to needlepoint bipolar ionization for a period of 10, 15, and 30 minutes. Based on viral titrations it was determined that at 10 minutes 84.2% of the viral particles became inactive, at 15 minutes 92.6% of the viral particles became inactive, and at 30 minutes 99.4% of the viral particles became inactive.



Norovirus

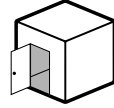
Laboratory Name: ATS Labs

Project No: A14991

Date: 5/28/2013

Pathogen Tested: Feline Calicivirus

ATS LABS
EXCELLENCE IN ANTIMICROBIAL TESTING



SIMULATION TEST

Objective:

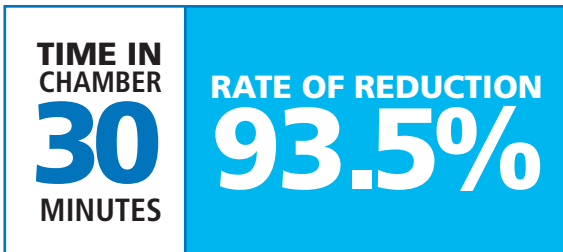
The testing was conducted on the GPS-2400-1 model for its ability to inactivate Feline Calicivirus bacteria in the air.

Methodology:

The middle support bracket was attached to the bar containing one GPS-2400-1 Cold Plasma Generator at each end of the bar. The generators were placed with the carbon fiber brushes pointing down, in the back of a hood with the hood sash closed. Minimum Essential Medium (MEM) was supplemented with 5% heat-inactivated fetal bovine serum, 100 units/mL penicillin, 10 ~g/mL gentamicin, and 2.5 ~g/mL amphotericin B.

Experimental Results:

A 93.5% average reduction in viral titer was demonstrated following a 30 minutes of exposure time, as compared to the average titer of the dried virus control. The average log reduction in viral titer was 1.19 log.



Human Coronavirus

Laboratory Name: ALG Labs

Project No: A29381

Date: 4/14/2020

Pathogen Tested: Human Coronavirus,
ATCC VR-740, Strain 229E



SENSITIVITY TEST

Objective:

Testing was conducted on GPS' technology to assess its ability to inactivate Human Coronavirus on a glass surface.

Methodology:

A glass carrier with the pathogen was placed 1" from the carbon fiber brushes of the GPS technology. The petri dish carriers were exposed to GPS' needlepoint bipolar ionization device for 1 minutes, 5 minutes, 15 minutes, 30 minutes and 60 minutes at room temperature and relative humidity. Following the exposure time, the carrier was removed and an aliquot of test medium was added to the petri dish.

Experimental Results:

A 90.0% average reduction in viral titer was demonstrated following a 60 minutes of exposure time, as compared to the average titer of the dried virus control. The reduction in viral titer was 1.00 log.



Legionella

Laboratory Name: EMSL Analytical, Inc.

EMSL No: 151508127

Date: 10/14/2015

Pathogen Tested: Legionella pneumophila



SENSITIVITY TEST

Objective:

Testing was conducted on the GPS-2400 model to assess its ability to inactivate bacteria on a solid surface.

Methodology:

Legionella pneumophila (L. pneumophila) was inoculated onto buffered charcoal yeast extract agar (BCYE) and incubated at 35°C for 48 hours. Colonies were harvested, suspended in phosphate buffer water, and vortexed for 1 minute to ensure homogenization. This suspension was then used to inoculate the test carriers.

Experimental Results:

The GPS-2400 system demonstrated the strongest efficacy after 30 minutes of exposure by inactivating 99.71% of the L. pneumophila bacteria.



Clostridium Difficile

Laboratory Name: EMSL Analytical, Inc.

EMSL No: 371208933

Date: 6/26/2011

Pathogen Tested: Clostridium difficile ATCC 70057



SENSITIVITY TEST

Objective:

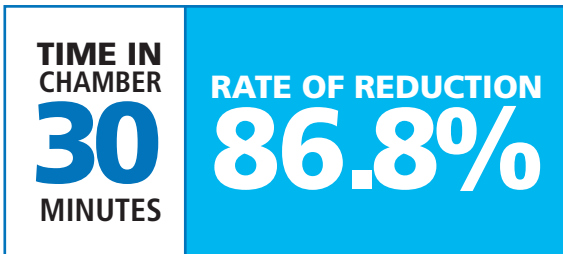
Objective: Testing was conducted on the GPS-iBAR-36 model to evaluate its effectiveness in disinfecting solid surfaces contaminated with C. Difficile.

Methodology:

The GPS-iBAR-36, needlepoint bipolar ionization system, was first set up facing down with 5 cm of clearance from the surface. The test carriers in their respective Petri-dishes were then placed under the GPS-IBAR-36 and the system was turned on. The control was not exposing to the ionizer and instead placed directly into 10 mL of PBS. Serial dilutions were then created for each carrier by taking 1mL out and placing it into the 9 mL of PBS. For each dilution 100µL was plated onto a TSAB plate. The inoculated plates were then incubated in anaerobic conditions at 37°C for 48 – 72 h. The colonies were counted and recorded.

Experimental Results:

In conclusion, the GPS-IBAR-36 demonstrated the ability to disinfect C. difficile on a solid surface with an observed percent reduction of 86.87% in 30 minutes.



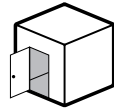
Tuberculosis

Laboratory Name: EMSL Analytical, Inc.

EMSL No: 371106420

Date: 7/15/2011

Pathogen Tested: Mycobacterium terrae ATCC 15755



SIMULATION TEST

Objective:

Testing was conducted on the GPS-iBAR-36 model to determine its ability to inactivate the bacteria in the air.

Methodology:

M. terrae first was inoculated on Tryptic Soy agar + 5% sheep blood (TSAB) and incubated at 35°C for 5 days under carbon dioxide conditions. A sterile inoculation loop was then used to collect colonies and place them into 5 mL of normal saline solution. Once testing was ready to begin, 60 psi of compressed air was pumped through the nebulizer, creating the release of 10.8 mL/h of aerosolized solution. This was run for 28 minutes, allowing for a total of 5 mL of solution being aerosolized into the test chamber.

Experimental Results:

After correcting for the natural rate of decay it was observed that there was a 0.38 log reduction after 30 minutes of exposure and a 0.51 log reduction after 60 minutes of exposure. In conclusion, the GPS-iBAR-36 was observed to reduce M. Terrae by 69.09%



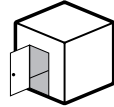
MRSA

Laboratory Name: EMSL Analytical, Inc.

EMSL No: 371106420

Date: 6/13/2011

Pathogen Tested: Methicillin Resistant Staphylococcus aureus (MRSA) ATCC 33591



SIMULATION TEST

Objective:

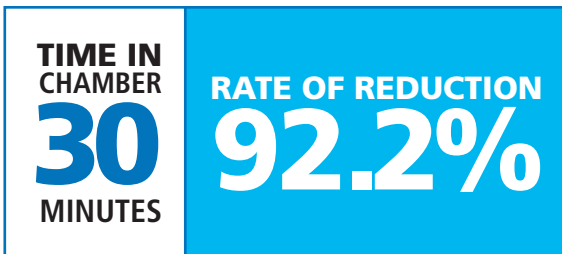
Testing was conducted on the GPS-iBAR-36 model to determine its ability to inactivate the bacteria in the air.

Methodology:

The nebulizer was connected to an air compressor with 1/4 inch plastic tubing and to the environmental test chamber through one of the testing openings created. The fan was turned on to create an air flow in the chamber but the ionizers were not turned on until after the initial sampling. Once testing was ready to begin, 60 psi of compressed air was pumped through the nebulizer creating the release of 10.8 mL/h of aerosolized solution. This was run for 28 minutes, allowing for a total of 5 mL of solution to be aerosolized into the test chamber.

Experimental Results:

In conclusion, the GPS-iBAR-36 demonstrated the ability to disinfect MRSA from the air with a 96.24% reduction after 30 minutes of exposure.



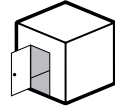
E. Coli

Laboratory Name: EMSL Analytical, Inc.

EMSL No: 371106420

Date: 7/21/2011

Pathogen Tested: Escherichia coli ATCC 8739



SIMULATION TEST

Objective:

Testing was conducted on the GPS-iBAR-36 model to determine its ability to inactivate the bacteria in the air.

Methodology:

The nebulizer was connected to an air compressor with 1/4 inch plastic tubing and to the environmental test chamber through one of the testing openings created. The fan was turned on to create an air flow in the chamber but the ionizers were not turned on until after the initial sampling. Once testing was ready to begin, 60 psi of compressed air was pumped through the nebulizer creating the release of 10.8 mL/h of aerosolized solution. This was run for 28 minutes allowing for a total of 5 mL of solution to be aerosolized into the test chamber.

Experimental Results:

In conclusion, the GPS-iBAR-36 demonstrated the ability to disinfect E. coli from the air with a 99.54% reduction after 30 minutes of exposure and a 99.23% reduction after 60 minutes of exposure.

Furthermore, these results demonstrate that the needlepoint bipolar ionization system tested does not require direct line of sight to produce inactivation rates comparable to those of ultraviolet light. The needlepoint bipolar ionization system's inactivation rates are indicative of those in the entire space.



Independent Laboratory Testing Results Summary



PATHOGEN	TIME IN CHAMBER	RATE OF REDUCTION	TESTING LAB
SARS-CoV-2	30 MINUTES	99.4%	INNOVATIVE BIOANALYSIS creating solutions getting results
Norovirus*	30 MINUTES	93.5%	ATS LABS EXCELLENCE IN ANTIMICROBIAL TESTING
Human Coronavirus**	60 MINUTES	90.0%	ALG ANALYTICAL LAB GROUP
Legionella	30 MINUTES	99.7%	EMSL
Clostridium Difficile	30 MINUTES	86.8%	EMSL
Tuberculosis	60 MINUTES	69.0%	EMSL
MRSA	30 MINUTES	96.2%	EMSL
Staphylococcus	30 MINUTES	96.2%	EMSL
E. Coli	15 MINUTES	99.6%	EMSL

* Surrogate for Norovirus, actual strain tested was Feline Calicivirus, ATCC VR-782, Strain F-9

** Surrogate for Human Coronavirus SARS-CoV-2, actual strain tested was Human Coronavirus 229E



980-279-5622

GlobalPlasmaSolutions.com

Engineering Air for a Cleaner World™

INNOVATIVE BIOANALYSIS

creating solutions | getting results

Innovative Bioanalysis
5630 Cerritos Ave
Cypress CA, 90630
www.InnovativeBioanalysis.com
Email: Albert.Brockman@innovativebioanalysis.com

SARS - CoV - 2 Neutralization by Needlepoint Bipolar Ionization, Powered by GPS

CLIENT: ACA/IAE

PROJECT: Needlepoint Bipolar Ionization "NPBI™" applied to COVID19

PRODUCT: ACA-RN-0001 and ACA4800GU-1, Powered by GPS DM48 - AC NPBI™ Technology

CAP LIC NO: 9501843

CLIA LIC NO: 05D1064850

SAMPLE RECEIVED: 05/21/2020

START DATE: 05/27/2020

REPORT DATE: 06/02/2020

CHALLENGE VIRUS: SARS-CoV-2

EXPERIMENTAL SUMMARY:

Single RE22 control chambers set on a table stainless steel table with pressure verification seals. Internal working dimensions 16.5"W x 9"H x 12"D for a total cubic footage of 1.031. Under initial observation it was determined to seal the unit completely with no intake or exhaust port. Control ionization counts were performed prior to initial test. Testing and control were conducted in an average ambient temperature of 72.6 degrees Fahrenheit.

A singular fan unit was set up at a 45-degree angle to the two ionization units affixed to the testing chamber. The initial control fan speed was measured at an average of 870 Ft/m. At these airflow speeds the initial ionization saturation counts were taken so adjustment could be made to lower or raise ionization levels depending on the testing parameters needed. Under the original control section, the primary fan was set 10 inches away from ion production unit A and the average air flow speed past the ion producing nodes was 250Ft/m

Under the original control section, the primary fan was set 13 inches away from ion production unit B and the average air flow speed past the ion producing nodes was 240Ft/m. Initial observations indicated large fluctuations of ions throughout the interior of the testing chamber based in the airflow. With unit B running the Ion count fluctuated from 800 thousand ions per cubic centimeter in the center of the testing chamber directly below the ionization unit to 152 thousand ions per cubic centimeter at the exterior edges of the testing chamber.

Initial observations indicated large fluctuations of ions throughout the interior of the testing chamber based in the airflow. With unit A running the Ion count fluctuated from 1.8 million ions per cubic centimeter in the center of the testing chamber directly below the ionization unit to 600 thousand ions per cubic centimeter at the exterior edges of the testing chamber.

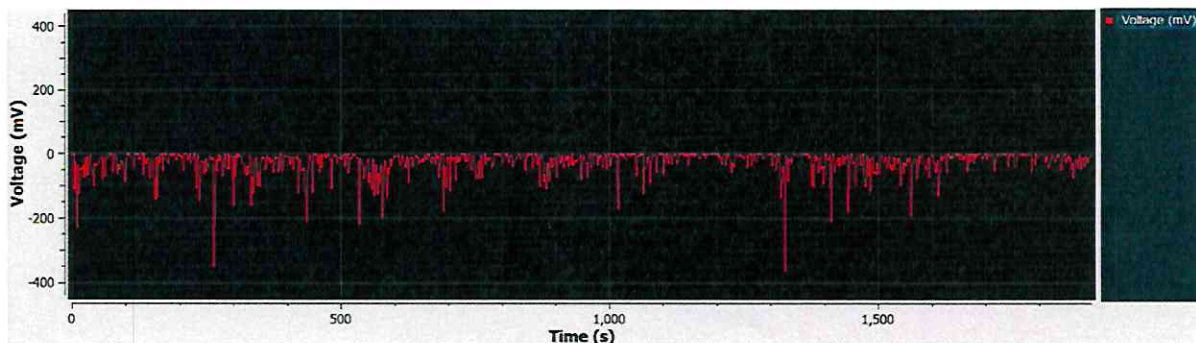
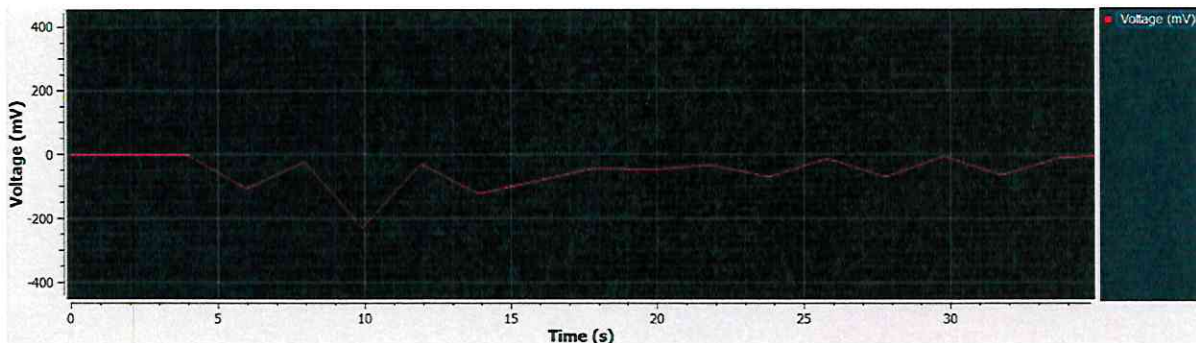
When looking at initial overall Ion situation of an open area with a controlled airflow we observed the below graph range. Ion count recorded in the 100 thousand range when.

	1	2	3
Ft/m	230	330	380
FT	ION	ION	ION
4'	630	1100	1400
7'	250	240	380
11'	92	143	170
15'	21	40	arc
19'	6	24	arc
24'	6	18	9
46'			5

After control samples were completed for saturation levels a slower moving fan was introduced to lessen the airflow across the Ionization nodes to reduce the overall Ion concentration levels to something more similar to conditions found inside a standard aircraft when running the ion cleaning system. Based on historical observations the standard Ion count inside aircrafts was 10,000 – 50,000 ions per cubic centimeter. With the slower fan speed and slightly altered angle the average negative ion count inside the test chamber was reduced to an average of 27 thousand per cubic centimeter for the viral testing phase.

During viral sample testing the viral chamber had one continual ionization sensor document the overall ion counts and logged for the course of the test. The average Ion count within the testing chamber at point of viral placement was -27.2307 (+_ 10,000) cm3. Viral cultures added to test chamber in independent sealable dishes. The initial test the ionizations units were ran for 30 minutes. Each viral sample was sealed at a pre-determined time. Sample A sealed up after 10 minutes of Ion exposure. Sample B sealed after 15 minutes of ion exposure. Sample C sealed up after 30 min of Ion exposure. After final sample was sealed the samples were removed from testing chamber and transferred to lab staff for further testing.

Attached is the continual time points for test on the minute as well as a constant graph of ion levels in the test chamber. Recommended further testing with various times and concentrations of ion levels in the atmosphere.



Secondary wave of tests recommended aerosol product upon confirmation of safety review.

Upon test results data completion determine safety of using 8x20x8 containment pod for large scale control testing.

PROCEDURE:

VIRUS: SARS-CoV-2

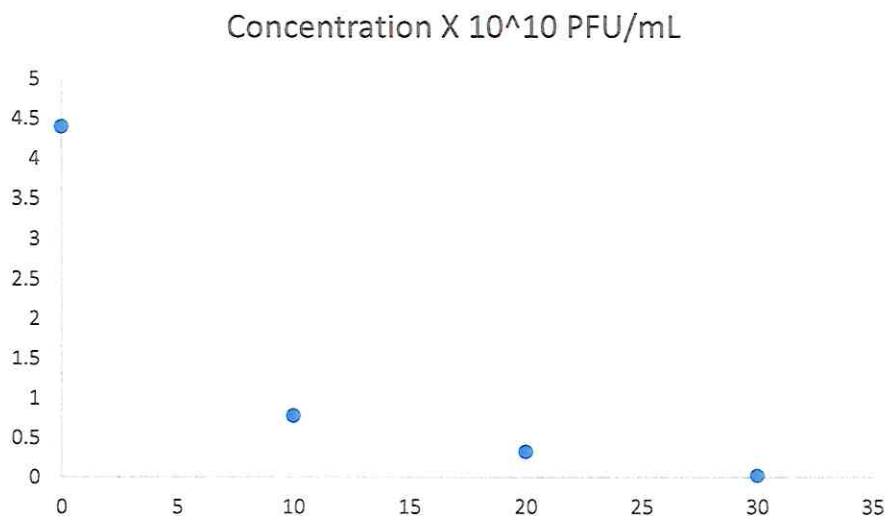
Nasopharyngeal swabs were collected on day 4 post symptom onset, placed in 2–3 mL of viral transport medium, used for molecular diagnosis, and frozen. Vero CCL-81 cells were cultured in Dulbecco minimal essential medium (DMEM) supplemented with heat-inactivated fetal bovine serum (5% or 10%) and antibiotics/antimycotics. For isolation, limiting dilution, and passage 1 of the virus, 50 μL of serum-free DMEM was pipetted into columns 2–12 of a 96-well tissue culture plate. Then 100 μL of clinical specimens pipetted into column 1 and serially diluted 2-fold across the plate. Then trypsinized and resuspended Vero cells in DMEM containing 10% fetal bovine serum, 2 \times penicillin/streptomycin, 2 \times antibiotics/antimycotics, and 2 \times amphotericin B at a concentration of 2.5×10^5 cells/mL. 100 μL of cell suspension added directly to the clinical specimen dilutions and mixed gently by pipetting. The inoculated cultures were grown in a humidified 37°C incubator in an atmosphere of 5% CO_2 and observed for cytopathic effects (CPEs) daily.

INNOCULATION OF THE TEST CARRIER:

Sterile sealable dishes were coated with 1 mL viral suspension containing samples with a viral titer of 4.4×10^{10} PFU/mL crude SARS-CoV-2 virus. Using the Poisson distribution, one would determine the TCID50 value would be equivalent to roughly .7 X PFU/mL or 3.8×10^{10} TCID50/mL

EFFICACY TESTING:

Viral media with a known concentration of Plaque Forming Units was applied to a sterile static dish composed of polystyrene plastic and individually sealable and exposed to bipolar ionization for a period of 10, 15, and 30 minutes. Swabs were taken of all plates and cultured by the same means as the original nasopharyngeal swab culture. Based on viral titrations it was determined that at 10 minutes 84.2 % of the virus was inactivated, at 15 minutes 92.6% of the virus was inactivated, and at 30 minutes 99.4% of the virus was inactivated.



CONCLUSIONS/OBSERVATIONS:


Based on the results listed above, it can be determine that hydrolysis via positively charged hydrogen ions binding to peplomers of the SARS-CoV-2 virus can render 99.4 % or viral particles are inactivated on a stagnant surface at 30 minutes. The ionization technology allows for the saturation of hemagglutinin with hydroxyl groups effectively inactivating the hemagglutinin receptors and rendering the virus ineffective and eliminating its ability to bind to and infect cells. Initial testing has demonstrated the ionizers ability to neutralize pathogen, namely SARS-CoV-2, on a static surface. Further studies are required for reproducibility testing as well as variation in environment and environmental factors.

Disclaimer:



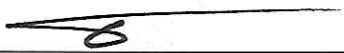
Dr. Dana Yee M.D Medical Director

03 JUN 2020
Date


SgPlus1
06/04/2020 11:57:25 am

**Sam Kabbani, MS, BS, MT(ASCP), CLS
Chief Scientific Officer, Innovative Bioanalysis**

06/03/2020
Date



**Albert Brockman
Director of Biosafety, Lead Biosafety Officer**

6/02/2020
Date

Copy of No Smoking Addendum within all Tenant Leases- Support of Question 43

See below

NO-SMOKING ADDENDUM



Date: March 14, 2018
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive a copy of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. **Dwelling Unit Description.** Unit No. _____,
820 S. Park Street (street
address) in Madison
(city), Wisconsin, 53715 (zip code).

2. **Lease Contract Description**
Lease Contract date: March 14, 2018
Owner's name: 8 Twenty Park LLC

Residents (list all residents): _____

3. **Definition of Smoking.** Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

4. **Smoking Anywhere Inside Buildings of the Apartment Community is Strictly Prohibited.** All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease Contract.

Smoking Outside Buildings of the Apartment Community. Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least _____ feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling is is not permitted.

The following outside areas of the community may be used for smoking: _____

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

5. **Your Responsibility for Damages and Cleaning.** You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

6. **Your Responsibility for Loss of Rental Income and Economic Damages Regarding Other Residents.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

7. **Termination of Tenancy for Violation of this Addendum.** We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

8. **Extent of Your Liability for Losses Due to Smoking.** Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

9. **Your Responsibility for Conduct of Occupants, Family Members, and Guests.** You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

10. There Is No Warranty of a Smoke Free Environment.

Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your dwelling or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum. Before signing you must advise us whether you or anyone who will be living in your dwelling is a smoker. You must check one of the following boxes.

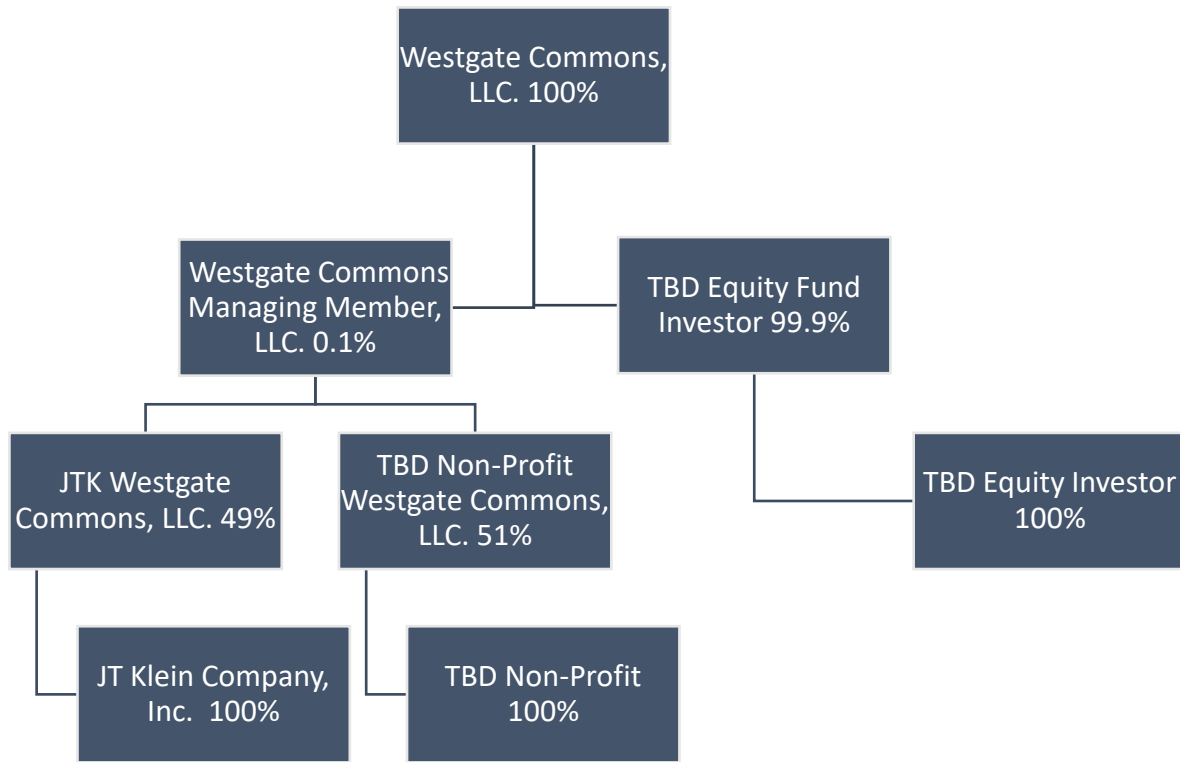
- Neither you nor anyone who will be living in the dwelling is a smoker.
- Someone in my household is a smoker; however, we agree to follow your no-smoking policy.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Sign here)



Westgate Commons Organizational Chart- Support for Question 59



**JT Klein Company, Inc.
Westgate Commons**

Response Submission Due Date: August 19, 2020 NOON

Instructions to Applicants:

Please respond ***briefly and succinctly*** to the questions below in-line, unless otherwise specified (e.g. additional documentation requested). Maximum 1/3 a page per question. Please use this Word document to record your answers and return this completed document to cddapplications@cityofmadison.com. Please cc: jspears@cityofmadison.com and etabakin@cityofmadison.com. We ask that you refrain from submitting additional documentation not specifically requested at this time or using alternative formats.

Questions:

Energy Efficiency

- 1. The City expects awarded applicants to continue working with Focus on Energy throughout the building design process. This begins with completing the Building Analysis Summary Report and providing an update as to the recommended strategies most likely to be fully implemented in this project ASAP/by approximately September 15, 2020. Please provide a progress report on the status of this project's FOE Energy Design Assistance Building Analysis. By what date would you anticipate that it would be feasible to provide the Energy Design Assistance staff team with the requested information needed to complete the Building Analysis Summary Report?**

JTK is having ongoing discussions with Focus on Energy on implementing energy design features. JTK spoke with the underwriter assigned to this project, Dorene Schink, on 8/3/20 regarding the best way to proceed. Her initial advice was to wait until the electrical & HVAC contractors were selected, and the building design was closer to the construction drawings. This allows FoE to give more accurate feedback on which strategies will provide the most energy credits compared to incremental cost. By having the contractors selected, they will be able to attend the meeting provide feedback on the real costs of implementing the FoE strategies. Having all parties involved in the FoE designs gives the greatest odds of selecting energy efficient strategies that will make it into the final scope of the building.

JTK Development Manager, Danny Afafe relayed this information to Ethan Tabakin on 8/11/20. After this conversation it appears that the City of Madison had further conversations with FoE asking them to prioritize AHF applications ahead of normal schedule. Danny forwarded this information onto Dorene who was looking into it with Wildan/FoE's manager. JTK has not heard back as of the time of completing these questions.

Regardless of the response provided by Wildan/FoE, JTK is very familiar with the process. The Limestone Ridge project that is partnered with FoE will start construction this Fall. JTK went through the full FoE process for this project. Limestone Ridge has already underwent the Building Analysis Summary Report and has preliminary energy strategies selected. These energy strategies were selected by the JTK team including the architect, general contractor, HVAC contractor, and electrical contractor. JTK plans on using similar energy savings strategies at Westgate Commons. Attached is the FoE Detailed Strategies Report for Limestone Ridge. JTK is planning on implementing bundle 1.

Renewable Energy

1. Please describe your Renewable Energy systems that will be incorporated into the proposed project (solar photovoltaics (PV), solar thermal, biogas, biomass and wind).

Similar to past JTK projects, Westgate Commons will include a rooftop solar photovoltaic system that will produce approximately 30kw of energy. This development will also provide electronic vehicle charging stations within the underground garage at no additional cost to use. This building will score over 200 points in the Wisconsin Green Built Homes scoring criteria. JTK is also planning on implementing similar FoE strategies listed within Bundle 1 of the attached Limestone Ridge Detailed Strategies Report

2. What is the status of application(s) to Focus on Energy's Renewable Energy team, MadiSUN, and/or other applicable agency providing incentives to implement renewable energy systems?

As outlined above, JTK has been engaged in ongoing discussions with Focus on Energy on implementing cost efficient energy saving strategies. On past projects JTK has worked with Full Spectrum Solar for RECIP financing on a 30kw system that costs \$66,000 to receive a \$9,000 incentive. On past projects RECIP applications are due in October and JTK plans to work with Full Spectrum Solar to apply for incentives on this system. JTK will also explore options to lease out the roof spaces throughout the entire Westgate Redevelopment to a company that may want to install a substantial solar project.

Sustainable Building Design Elements

1. Please describe the Sustainable Building Design Elements and strategies that will be incorporated into the proposed project as referenced in the [AIA Framework for Design Excellence](#). Relevant elements and strategies include, but are not limited to:
 - a. Design for equitable communities
 - b. Optimize site potential
 - c. Optimize energy use
 - d. Protect and conserve water
 - e. Optimize building space and material use
 - f. Enhance indoor environmental quality (IEQ)
 - g. Optimize operational and maintenance practices.

JTK & KBA put forth multiple efforts to incorporate goals from AIA FDE. The entire Westgate Redevelopment including Westgate Commons put a great deal of emphasis on "Design for Equitable Communities" by designing for walkability, community engagement, & alternative transportation. The site location was selected due to it's public & bike transport access. All Westgate Commons resident's will be given a 10-pack of bus passes to encourage using the West Transfer Point & future BRT system, to reduce single-occupancy vehicles. The butterfly garden, adjacent Odana Park, and Community gathering green space were all designed to promote interaction in a human-scaled community.

Additionally Westgate Commons will align with the "Designing for Economy" goal by keeping the total number of materials to a minimum. Materials used within this development will be similar to other Westgate Redevelopment projects, allowing excess materials to be used on the

next development, reducing overall waste. The demolition will be recycling concrete materials when grading the site, exemplifying a way to reuse an existing building.

Westgate Commons will also align well with the “Designing for Integration” & “Designing for Wellness”. Both of these categories incorporate an aspect of visual appeal and resident comfort. KBA is highly regarded as one of the best design architects in the State, and they take great pride in this reputation. The Westgate Redevelopment as a whole presents a unique challenge of designing each development to be unique while also fitting the grand design of the entire redevelopment. KBA has achieved a delicate balance of making Westgate Commons unique without breaking the design of the entire redevelopment. The Westgate Redevelopment has received unanimous design praise in both Urban Design Commission & Plan Commission approvals. Westgate Commons tenants will have access to many “Wellness” features. Including operable windows and private balcony spaces, giving residents control over their surrounds. Ample green space and the adjacent Odana park gives tenants the option to enjoy nature in an urban environment.

Tenant Selection and Affirmative Marketing

- 1. Standard Affirmative Marketing practices appear to be ineffective in reaching Asian and Latinx renters. Please elaborate on the approach that JT Klein/Oakbrook will use to affirmatively market and provide outreach to prospective Asian and Latinx applicants.**

Oakbrook Corporation has a strong relationship with United Refugee Services of Wisconsin (Asian renters) & Centro Hispano of Dane County (Latinx renters) and plans to continue to work with these organizations for Westgate Commons. Oakbrook reaches out to these organizations well before the lease up period starts, to give each organization ample time to direct it’s network to Westgate Commons. Oakbrook will also track the demographics of all applications and provide JTK a weekly update on whether these affirmative marketing practices are effective or not. If the marketing strategies are not working, Oakbrook reach out to other Dane County groups targeting Asian & Latinx renters. Oakbrook will also work with LSS, MOM, and DCHA to create additional awareness. Each supportive service provider will be given marketing materials & information to raise awareness within their community networks. If this does not create generate the diverse rental traffic intended, Oakbrook offers the ability to change the AFHMP to include advertising on radio/TV stations, or print advertising in publications geared towards the Asian and/or Latinx demographic.

Unit Mix

- 1. Has Dane County Housing Authority indicated if it will run a competitive process for project-based vouchers? If so, what potential release and/or due date has been communicated with JT Klein?**

A couple of months ago, JTK spoke to Program Director Karyn Knaak and she indicated that DCHA is not planning to issue an RFP for new PBV’s anytime soon. DCHA is stretched to the limits to fund current vouchers with the effects of COVID, fund new PBV deals that came online this Spring/Summer, and fund the increase in the payment standard that was implemented early this year. Upon receipt of a tax credit award JTK will follow up with DCHA about the availability of vouchers.

2. What utility allowance assumptions is JT Klein using for the one-, two-, and three-bedroom units?

JTK has been assuming the following utility allowances:

\$82 - 1 bedroom, \$98 - 2 bedroom, and \$113 - 3 bedroom

Upon further review, it appears that these are Dane County's utility allowances instead of the City's. JTK will be using the correct City of Madison utility allowances of:

\$91- 1 bedroom, \$107- 2 bedroom, \$123 – 3 bedroom

JTK is strongly considering including heat as part of the tenant's rent. This decision will be made in conjunction with the FoE building analysis

3. Please explain the discrepancy between the unit mix shown on the floor plans (page 77) and the one provided in response to question 45.

The unit mix presented in question 45 represents the correct unit mix of 71 units. The unit mix on page 77 is labeled incorrectly.

Supportive Housing Units/Supportive Housing Partnerships

1. Please confirm that the non-profit co-developer will indeed have a controlling interest in the managing member, as noted in the response to question 59, and not just a majority ownership interest.

The non-profit is not a co-developer and will not be providing any guarantees. It is intended that the non-profit will own 51% of the managing member entity.

2. What role(s) would DCHA and/or LSS play in the development's ownership structure after Year 15?

This will be evaluated in the future; depending on whether the project is recapitalized with new LIHTC's in year 15 and what the disposition strategy is at the time.

3. Please describe the advantages to partnering with DCHA as a non-profit development partner and AHP applicant as opposed to LSS.

At the time of this application all financial terms have not been finalized. JTK has partnered with DCHA on previous developments & AHP applications and this partnership has had success in being awarded funds. The intent is to use LSS to partner with for AHP.

4. Describe the consultation between JT Klein with LSS to determine the appropriate unit mix for supportive housing units.

Prior to submitting an application to the Madison AHF, JTK had a conversation with LSS regarding the appropriate unit mix. LSS feels comfortable with developments containing 20% of the total units targeted towards supportive units. LSS agrees that providing a mix of 1 & 3 bedroom supportive units will allow a healthy variety of demographics with various supportive

needs to resident within Westgate Commons. LSS is willing to adapt and provide services to the unit mix that JTK determines is most financially feasible.

5. How will JT Klein memorialize the amounts payable to LSS and MOM annually, e.g., an MOU?

JTK has been negotiating MOUs with both LSS & MOM. JTK believes these MOUs are close to having an executable document with both parties.

6. How do LSS and MOM envision coordinating their support of tenants with each other and other agencies?

The development team has agreed to two types of meetings. The first meeting will involve LSS, MOM, and Oakbrook Corporation to go coordinate all supportive activity during lease up and occupancy. The second type of meeting will be between just LSS and MOM to go over specific supportive strategies and information that may be more sensitive. LSS & MOM would like to hold each meeting once a week during lease up and a few months after occupancy. After most of the tenant base has moved in, the meetings between LSS and MOM will go down to once every other week and the meetings between all three organizations will be once a month. During the monthly meeting there will be an opportunity to discuss whether more meetings need to be held in order to accommodate the needs of the supportive tenants.

7. Please provide an update on the financial agreement with MOM for services?

JTK and MOM have an agreement on the financial terms based on a per unit basis. This will be memorialized in an MOU.

8. In the Integrative Supportive Housing Approach described in Q7, it sounds like the development will only serve people experiencing homelessness if there are no veterans or persons with disabilities on the waiting list. Would the development consider simultaneously take on non-chronic individuals and/or families experiencing homelessness that are also veterans and/or people with disabilities from the Coordinated Entry List, specifically for Rapid Re-Housing?

Units will be available to any person who meets the tenancy requirements on first come first served basis. MOM and LSS will work with Oakbrook to place the tenants they serve into available units. JTK is anticipating that MOM will have 1-2 units that place individuals from the coordinated entry list into units and provide services to these tenants.

9. Would JT Klein/Oakbrook be willing to adopt a minimum occupancy standard or preference of one person per bedroom to prevent or reduce over-housing residents in such limited affordable housing opportunities?

JTK & Oakbrook are not willing to adopt a minimum occupancy standard unless required by HUD related JTK believes with COVID19 continuing to impact the employment world, many people are working from home and should have the ability to choose to have a home office as an option.

Financing

- 1. This project is not in an existing TID. To create a TID in 2021, this project must come to an agreement with TIF Staff prior to April 15, 2021 to allow the TID to be created prior to the statutory deadline. The project shows \$350,000 of City TIF assistance as a source of funds. If not yet submitted, when would you anticipate submitting an application for TIF assistance in accordance with the RFP with enough time to coordinate AHF and TIF funding requests?**

2.

JTK has been in ongoing discussions with Alder Henak, CDD & TIF staff regarding creation of a TID since February of 2020. JTK has submitted a TIF pre-application that City staff has already reviewed and is in the process of putting together a memo regarding the creation of a new TIF District.



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MEMORANDUM

To: Danny Afable, JT Klein Co.
From: Lara Rosol
Project: Wisconsin Focus on Energy
Energy Design Assistance
Limestone Ridge, Fitchburg, WI
Project No.: 4020205
Date: June 2, 2020

Summary: The purpose of the meeting on May 29, 2020 was to review the Energy Design Assistance program and energy savings associated with the Limestone Ridge project. Focus on Energy presented results at the meeting.

Focus on Energy collaborates with the project team to explore and quantify alternative materials and systems with the goal of selecting design strategies that are cost effective and have the highest value. Energy analysis results are used to determine custom incentives from Focus on Energy. The project team reviewed the strategy results and associated incremental cost information provided by Focus on Energy and assembled bundles of strategies based on current design and group discussion.

Please select a bundle of energy efficiency strategies by June 12, 2020.

Contact Focus on Energy by email, phone call, voicemail, or other means to provide bundle selection, including any modifications.

Additional changes to the bundle selection can be made and will be captured during the verification phase.

Item: Model updates and requested information

- Bundle 1 represents value engineered systems, Bundle 2 represents improved efficiency systems, and Bundle 3 represents additional efficiency strategies for optional consideration.
- White roof is likely specified for this project.
- Apartment lighting primarily switch outlet with hardwired fixtures in kitchens and bathrooms.
- Occupancy sensors in parking garage are being evaluated, however, did not have positive response from occupants on a similar project.

Action: The above changes are now incorporated and the revised results, incentives, and paybacks are included in these minutes.

Item: Energy Utility Service and Rates

- Madison Gas & Electric Co, a participating Focus on Energy utility, will provide electric service for the building.
- Madison Gas & Electric, a participating Focus on Energy utility, will provide natural gas service for the building.
- Average electric and gas rates for the state of Wisconsin shall be used for the Design Assistance program. Actual rates may be able to be applied if provided by the project team.

Action: None

Item: Owner Incentive

The Design Assistance program provides an incentive to the owner to help reduce the upfront costs associated with the addition of energy-saving strategies evaluated and verified by the program. The owner incentive is not intended to cover all increases in construction costs.

Danny Afable was identified as the point of contact for the owner incentive.

Action: **Focus on Energy** to provide Danny Afable with the owner incentive following occupancy and program verification.

Item: Design Team Incentive

The Design Assistance program provides an incentive to the design team for their participation in the following activities: (1) attendance at formal meetings; (2) transfer of building architectural/engineering design information; and (3) development of applicable energy conservation strategies' incremental costs (incremental as compared to the base building design). Please note that the design team incentive is not intended to cover actual system(s) design or re-design associated with energy conservation strategies. The design team incentive will be paid out to the person identified as design team lead upon completion of the Bundle Requirements Document.

Dave Jones was identified as the point of contact for the design team incentive.

Action: **Focus on Energy** to provide Dave Jones, Dave Jones Inc. with the design team incentive upon completion of the Bundle Requirements Document.

Item: **Verification Phase**

Verification, a process that seeks to assure that one of the bundles is implemented, will be laid out in detail in the coming weeks but will generally include the following:

- Project Team notifies Focus on Energy of the bundle selection.
- Focus on Energy sends a Bundle Requirements Document to the project team, tailored to the selected bundle strategies.
- Focus on Energy processes design team incentive and sends payment to design team lead.
- Project Team sends Construction Documents to Focus on Energy, electronic format preferred.
- Project Team sends State of Wisconsin approved COMCheck submittal to Focus on Energy.
- Project Team sends requested equipment submittals to Focus on Energy.
- Field verification of select projects of installed strategies once the building is completed and occupied.
- Report by Focus on Energy as to status of strategy implementation.
- Focus on Energy provides incentive payment.

The purpose of the verification phase is to assist the project team and Focus on Energy toward realizing the energy conservation goals of the program and increasing the likelihood that the incentive proposed during the design phase is achieved upon completion of the project.

Item: **Next Steps**

Action: Upon bundle selection, **Focus on Energy** will prepare the Bundle Requirements Document.

Bundle Results Summary

Bundled Annual Savings

Bundle Description	Peak kW Savings	% Peak kW Savings	kWh Savings	% kWh Savings	Gas Savings (Therm)	% Gas Savings	Energy Cost Savings
Bundle 1	4	2	83,832	8	12,576	26	\$21,526
Bundle 2	14	8	145,450	13	13,388	28	\$31,135
Bundle 3	31	18	236,873	22	15,084	32	\$45,752

Simple Payback with Incentive

Bundle Description	Energy Cost Savings	Incremental First Cost	Madison Gas & Electric Co Electric Incentive	Madison Gas & Electric Gas Incentive	Total Incentive	Payback in Years (after incentive)
Bundle 1	\$21,526	\$47,926	\$2,897	\$12,739	\$15,636	1.5
Bundle 2	\$31,135	\$140,853	\$6,650	\$17,940	\$24,590	3.7
Bundle 3	\$45,752	\$245,138	\$10,830	\$20,213	\$31,043	4.7

Energy Use Intensity

Bundle Description	Energy Use Intensity (kBTU/sf/yr)
Bundle 1	43.9
Bundle 2	42.1
Bundle 3	39.0

Detailed strategy results are shown in the appendix.

Results summary

The following chart shows Isolated Energy Savings and Incentives for the strategies identified in the results meeting for evaluation.

Strategy	Annual Energy Cost Savings	Estimated Incentive Potential
Lighting design 40% better than baseline [Amenity, Corridor, & Parking Garage]	\$7,565	\$2,104
Electronically commutated motor with constant speed	\$3,949	\$861
14 SEER DX efficiency	\$3,555	\$1,216
13 SEER DX efficiency	\$1,940	\$664
Occupancy sensor controls [Corridor & Parking Garage]	\$1,403	\$399



Building Summary

Building Summary			
Location	Fitchburg, WI		
Narrative	New construction of apartment building.		
Space Asset Areas	Area	Number of Stories	
Apartment Units	95,540 ft ²	4	
Corridor	23,940 ft ²	4	
Amenity	2,160 ft ²	1	
Parking Garage	35,780 ft ²	1	
Total	157,420 ft²	5	
Exterior lighting	20,525 ft ² surface parking area		
Systems Summary			
Envelope	Walls are 2x6 wood framed wall construction with R-19 cavity insulation Flat TPO membrane roof construction with R-30 continuous rigid insulation		
Glazing	Vinyl framed windows for apartments; Unit U-0.35 & SHGC 0.35 Everywhere else aluminum storefront with Unit U-0.40 & SHGC-0.40 Window to wall coverage 27%		
Lighting	LEDs throughout; Apartments with switch lighting Occupancy sensors in Parking Garage (50%), Amenity (100%), & Corridor (25%)		
Elevator	Qty 2		
Service Water Heating	Assumed natural gas storage		
Hours of Operation	Typical apartment hours		
HVAC Scenario A	Apartment Units: PSZ gas furnace and DX cooling Corridor, Amenity: Gas furnace heating and DX cooling; RTU efficiency represented in Bundle 1, Split system efficiency represented in Bundle 2 Parking Garage: Gas fired unit heaters		
Utilities			
Electric Utility	Madison Gas & Electric Co		
Gas Utility	Madison Gas & Electric Co		
Schedule			
Construction Documents Complete	01/31/2020		
Construction Start	08/01/2020		
Occupancy	12/31/2021		
Baseline Reference	ASHRAE 90.1-2013 Appendix G		

Appendix A. Detailed Strategy Results

Strategy	Annual Savings				Incremental First Cost	Payback (yrs)	Bundle 1	Bundle 2	Bundle 3
	Peak kW	kWh	Gas (Therm)	Energy Cost					
Mechanical									
PSZ Gas Furnace & DX [Apartment Units]									
Electronically commutated motor with constant speed	2.2	21,365	-382	\$2,839	\$34,961	12.3		x	x
Fan system power at 0.27 W/cfm	2.8	22,144	-354	\$2,977	\$3,780	1.3			
Fan system power at 0.24 W/cfm	5.7	44,057	-715	\$5,913	\$7,559	1.3			
Fan system power at 0.21 W/cfm	8.5	65,904	-1,082	\$8,837	\$11,339	1.3			
5% improved DX cooling efficiency	2.9	6,435	0	\$943	\$17,717	18.8	x		
10% improved DX cooling efficiency	5.6	12,287	0	\$1,796	\$35,433	19.7		x	
20% improved DX cooling efficiency	10.3	22,522	0	\$3,293	\$70,867	21.5			x
30% improved DX cooling efficiency	14.3	31,182	0	\$4,560	\$106,300	23.3			
82% efficient gas furnace	0	0	276	\$204	\$860	4.2	x		
90% efficient gas furnace	0	0	1,257	\$926	\$9,402	10.2			
95% efficient gas furnace	0	0	1,785	\$1,317	\$14,740	11.2		x	x
Gas Furnace & DX [Corridor & Amenity]									
Electronically commutated motor with constant speed	1.2	7,926	-68	\$1,110	\$9,551	8.6		x	
Electronically commutated motor with variable speed	8.5	52,456	-866	\$7,030	\$9,551	1.4			x
Fan system power at 0.85 BHP/1000cfm	1.5	9,764	-82	\$1,367	\$1,033	0.8			
Fan system power at 0.75 BHP/1000cfm	3.1	19,516	-170	\$2,729	\$2,065	0.8			
Fan system power at 0.66 BHP/1000cfm	4.6	29,259	-262	\$4,085	\$3,098	0.8			
5% improved DX cooling efficiency	0.3	523	0	\$75	\$4,840	64.5	x		
10% improved DX cooling efficiency	0.6	991	0	\$144	\$9,680	67.2		x	
20% improved DX cooling efficiency	1.2	1,791	0	\$262	\$19,360	73.9			x
30% improved DX cooling efficiency	1.6	2,438	0	\$356	\$29,040	81.6			
High efficiency DX compressor part load performance	1.7	3,143	0	\$460	\$9,680	21.0			
Premium efficiency DX compressor part load performance	4	6,040	0	\$883	\$31,621	35.8			
82% efficient gas furnace	0	0	28	\$20	\$235	11.7	x		
90% efficient gas furnace	0	0	129	\$93	\$2,568	27.6			
95% efficient gas furnace	0	0	183	\$132	\$4,027	30.5		x	x
Sensible heat recovery	0	-516	623	\$383	\$10,325	27.0			
Demand control ventilation for Amenity	0	40	53	\$44	\$844	19.2			
Occupancy sensor control of zone temperature for Amenity	0	59	11	\$18	\$508	28.2			x

Strategy	Annual Savings				Incremental First Cost	Payback (yrs)	Bundle 1	Bundle 2	Bundle 3
	Peak kW	kWh	Gas (Therm)	Energy Cost					
Gas Unit Heaters [Parking Garage]									
Fan system power at 0.27 W/cfm	0.4	3,654	-84	\$475	\$1,415	3.0			
Fan system power at 0.24 W/cfm	0.8	7,307	-168	\$942	\$2,831	3.0			
Fan system power at 0.21 W/cfm	1.2	10,960	-252	\$1,415	\$4,246	3.0			
82% efficient gas furnace	0	0	531	\$390	\$322	0.8	x	x	
90% efficient gas furnace	0	0	2,420	\$1,783	\$3,521	2.0			
95% efficient gas furnace	0	0	3,439	\$2,536	\$5,520	2.2			
Sensible heat recovery	0	-2,981	9,519	\$6,581	\$14,155	2.2			
Total heat recovery	-0.9	-8,188	10,765	\$6,738	\$29,654	4.4			
CO sensor control of ventilation	0	12,781	8,628	\$8,232	\$3,578	0.4	x	x	x
Direct-fired furnace	0	0	4,356	\$3,210	\$29,654	9.2			x
Architectural									
Facility									
10% reduced air infiltration	0.2	145	218	\$179	\$29,464	100+			
20% reduced air infiltration	0.8	861	434	\$446	\$35,357	79.3			
30% reduced air infiltration	1	979	650	\$621	\$41,250	66.4			
Amenity									
Wall R 20	0	8	13	\$12	\$237	19.8	x	x	x
Wall R 24	0	12	21	\$16	\$454	28.4			
Glazing high solar gain, metal frame	0	67	-4	\$7	\$0	0.0	x	x	
Glazing medium solar gain, metal frame	0.1	160	-17	\$12	\$162	13.5			x
Glazing low solar gain, metal frame	0.1	215	-30	\$8	\$81	10.1			
Glazing high solar gain w/ argon, metal frame	0	76	6	\$14	\$48	3.4			
Glazing medium solar gain w/ argon, metal frame	0.1	155	-5	\$20	\$211	10.5			
Glazing low solar gain w/ argon, metal frame	0.1	213	-19	\$17	\$129	7.6			
20% window to wall area ratio	0	51	9	\$13	\$0	0.0	x	x	x
Apartment Units									
Wall R 20	0.1	-393	414	\$248	\$7,498	30.2	x	x	x
Wall R 24	0.3	-917	900	\$530	\$19,709	37.2			
Roof R 40	0	-23	56	\$39	\$1,684	43.2			
Roof R 50	0.2	-153	334	\$223	\$12,627	56.6			
White roof	0.8	1,973	-127	\$197	\$498	2.5		x	x
Glazing high solar gain, non-metal frame	0.7	2,341	-157	\$226	\$0	0.0	x	x	
Glazing medium solar gain, non-metal frame	3.4	11,488	-830	\$1,067	\$9,121	8.5			x
Glazing low solar gain, non-metal frame	6.9	22,609	-1,782	\$1,991	\$4,561	2.3			
Glazing high solar gain w/ argon, non-metal frame	0.9	1,914	459	\$617	\$2,737	4.4			
Glazing medium solar gain w/ argon, non-metal frame	3.7	11,173	-195	\$1,489	\$11,857	8.0			

Strategy	Annual Savings				Incremental First Cost	Payback (yrs)	Bundle 1	Bundle 2	Bundle 3
	Peak kW	kWh	Gas (Therm)	Energy Cost					
Glazing low solar gain w/ argon, non-metal frame	6.8	21,352	-1,023	\$2,368	\$7,297	3.1			
20% window to wall area ratio	2.1	5,545	309	\$1,037	\$0	0.0	x	x	x
Corridor									
Roof R 40	0.1	218	316	\$263	\$11,517	43.8			
Roof R 50	0.1	257	380	\$314	\$17,526	55.8			
White roof	0.3	454	-58	\$24	\$498	20.8		x	x
Lighting									
Facility									
Exterior tradable site lighting reduced to 2.52 kW	0	1,074	0	\$158	\$188	1.2			
Exterior tradable site lighting reduced to 2.24 kW	0	2,148	0	\$315	\$376	1.2			
Exterior tradable site lighting reduced to 1.96 kW	0	3,223	0	\$471	\$564	1.2	x		
Exterior tradable site lighting reduced to 1.68 kW	0	4,296	0	\$629	\$752	1.2		x	
Exterior tradable site lighting reduced to 1.40 kW	0	5,369	0	\$785	\$940	1.2			x
Exterior tradable site lighting reduced to 1.12 kW	0	6,444	0	\$941	\$1,128	1.2			
Exterior tradable site lighting reduced to 0.84 kW	0	7,518	0	\$1,099	\$1,316	1.2			
Exterior tradable site lighting reduced to 0.56 kW	0	8,592	0	\$1,257	\$1,504	1.2			
Amenity									
Dimming daylighting control, 100% of space	0	30	-1	\$4	\$233	58.2			x
Occupancy sensor controls, 25% of space	0.1	484	-5	\$67	\$133	2.0			
Occupancy sensor controls, 50% of space	0.1	966	-10	\$135	\$266	2.0			
Occupancy sensor controls, 75% of space	0.2	1,450	-16	\$200	\$399	2.0			
Occupancy sensor controls, 100% of space	0.2	1,932	-21	\$265	\$532	2.0	x	x	x
Vacancy sensor controls, 25% of space	0.1	560	-6	\$79	\$133	1.7			
Vacancy sensor controls, 50% of space	0.1	1,122	-12	\$156	\$266	1.7			
Vacancy sensor controls, 75% of space	0.2	1,683	-18	\$233	\$399	1.7			
Vacancy sensor controls, 100% of space	0.3	2,243	-24	\$308	\$532	1.7			
Lighting power in Amenity reduced to 0.66 W/ft ²	0.1	622	-6	\$86	\$50	0.6			
Lighting power in Amenity reduced to 0.58 W/ft ²	0.2	1,245	-13	\$173	\$114	0.7	x		
Lighting power in Amenity reduced to 0.51 W/ft ²	0.3	1,865	-19	\$259	\$260	1.0		x	
Lighting power in Amenity reduced to 0.44 W/ft ²	0.4	2,487	-26	\$345	\$592	1.7			x
Lighting power in Amenity reduced to 0.37 W/ft ²	0.5	3,109	-33	\$428	\$1,349	3.2			

Strategy	Annual Savings				Incremental First Cost	Payback (yrs)	Bundle 1	Bundle 2	Bundle 3
	Peak kW	kWh	Gas (Therm)	Energy Cost					
Apartment Units									
Lighting power in Apartment Units reduced to 0.99 W/ft ²	0.6	10,665	-166	\$1,439	\$2,210	1.5	x		
Lighting power in Apartment Units reduced to 0.88 W/ft ²	1.3	21,217	-333	\$2,856	\$5,037	1.8		x	
Lighting power in Apartment Units reduced to 0.77 W/ft ²	1.9	31,716	-502	\$4,267	\$11,482	2.7			x
Lighting power in Apartment Units reduced to 0.66 W/ft ²	2.6	42,139	-673	\$5,663	\$26,175	4.6			
Lighting power in Apartment Units reduced to 0.55 W/ft ²	3.2	52,601	-845	\$7,067	\$59,669	8.4			
Corridor									
Occupancy sensor controls, 25% of space	0.7	6,127	-58	\$852	\$1,474	1.7			x
Occupancy sensor controls, 50% of space	1.5	12,248	-119	\$1,701	\$2,948	1.7			
Occupancy sensor controls, 75% of space	2.3	18,381	-184	\$2,553	\$4,421	1.7			
Occupancy sensor controls, 100% of space	3.3	25,043	-254	\$3,472	\$5,895	1.7			
Vacancy sensor controls, 25% of space	0.9	7,122	-67	\$992	\$1,474	1.5			
Lighting power in Corridor reduced to 0.66 W/ft ²	1.4	7,970	-72	\$1,111	\$554	0.5			
Lighting power in Corridor reduced to 0.58 W/ft ²	2.8	15,930	-149	\$2,219	\$1,262	0.6	x		
Lighting power in Corridor reduced to 0.51 W/ft ²	4.2	23,894	-233	\$3,321	\$2,877	0.9		x	
Lighting power in Corridor reduced to 0.44 W/ft ²	5.6	31,872	-325	\$4,419	\$6,559	1.5			x
Lighting power in Corridor reduced to 0.37 W/ft ²	7.1	39,856	-425	\$5,513	\$14,952	2.7			
Parking Garage									
Occupancy sensor controls, 50% of space	0.4	3,839	-16	\$551	\$1,762	3.2			x
Occupancy sensor controls, 75% of space	0.8	8,638	-37	\$1,235	\$3,965	3.2			
Occupancy sensor controls, 100% of space	1.3	13,438	-61	\$1,918	\$6,168	3.2			
Lighting power in Parking Garage reduced to 0.19 W/ft ²	0.7	4,909	-20	\$702	\$828	1.2			
Lighting power in Parking Garage reduced to 0.17 W/ft ²	1.4	9,818	-42	\$1,403	\$1,886	1.3	x		
Lighting power in Parking Garage reduced to 0.15 W/ft ²	2.1	14,727	-66	\$2,103	\$4,300	2.0		x	
Lighting power in Parking Garage reduced to 0.13 W/ft ²	2.8	19,636	-93	\$2,801	\$9,803	3.5			x
Lighting power in Parking Garage reduced to 0.11 W/ft ²	3.5	24,546	-123	\$3,498	\$22,346	6.4			
Service Water Heating									
Facility									
82% SWH efficiency	0	0	301	\$220	\$810	3.7			
90% SWH efficiency	0	0	1,546	\$1,140	\$4,048	3.6			
95% SWH efficiency	0	0	2,115	\$1,557	\$6,072	3.9	x	x	x
Gas fired on-demand SWH	0	0	998	\$735	\$12,455	16.9			
Apartment Units									
WaterSense showerheads	0	0	1,282	\$944	\$429	0.5			x

Appendix B. Key Model Inputs

Core Definition

Space Asset Area	Type	Area (ft ²)	Floors	Units	Arrangement	Flr/Flr Height
Apartment Units	Apartments - Low Rise	95,540	4	111	Stacked	11
Corridor	Common Areas - Multifamily	23,940	4	n/a	Stacked	11
Amenity	Common Areas - Multifamily	2,160	1	n/a	Adjacent / Grade	11
Parking Garage	Garage - Enclosed	35,780	1	n/a	Adjacent / Grade	11

Schedules

Space Asset Area	People Density (ft ² /person)	Daily Use							Hours per Day	Applicable Months													
		S	M	T	W	T	F	S		J	F	M	A	M	J	J	A	S	O	N	D		
<u>Apartment Units</u>	380.0	●	●	●	●	●	●	●	16	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<u>Corridor</u>	n/a	●	●	●	●	●	●	●	16	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<u>Amenity</u>	100.0	●	●	●	●	●	●	●	16	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<u>Parking Garage</u>	n/a	●	●	●	●	●	●	●	16	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

- Full Use
- Partial Use
- No Use

Thermostat

Space Asset Area	Heating Set Point (°F)		Cooling Set Point (°F)	
	Occupied	Unoccupied	Occupied	Unoccupied
<u>Apartment Units</u>	70	70	75	75
<u>Corridor</u>	70	70	75	75
<u>Amenity</u>	70	60	75	80
<u>Parking Garage</u>	50	50	85	85

Ventilation Requirements

Space Asset Area	Outside Air Per Person (ft ³ /min/person)	Outside Air Per Area (ft ³ /min/ft ²)	Exhaust Flow Per Area (ft ³ /min/ft ²)	Air Changes (ACH)	
				Occupied	Unoccupied
<u>Apartment Units</u>	8.0	0.03	0.07	n/a	n/a
<u>Corridor</u>	0.0	0.06	0.00	n/a	n/a
<u>Amenity</u>	5.0	0.06	0.00	n/a	n/a
<u>Parking Garage</u>	0.0	0.00	0.75	n/a	n/a

Power & Process Load

Space Asset Area	Power Density (W/ft ²)	Process Load	
	Equipment	Load (Btu/hr/ft ²)	Fuel Source
<u>Apartment Units</u>	0.62	0.00	Gas
<u>Corridor</u>	0.15	0.00	Gas
<u>Amenity</u>	0.50	0.00	Gas
<u>Parking Garage</u>	0.00	0.00	Gas

Utility Rates

Fuel	Utility	Conversion factor	Rate
Electric	Madison Gas & Electric Co	1	Average rate: \$0.1462 per kWh
Gas	Madison Gas & Electric	1	Average rate: \$0.74 per therm

Copies:

Attendees shown in **bold**.

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