

# HEARTLAND ALLIANCE

## HOUSING

### PROPERTY MANAGEMENT PLAN

#### Tree Lane Family Supportive Housing

##### I. DEVELOPMENT OVERVIEW

Tree Lane Family Supportive Housing ("Development") is a 45 unit development catering to low and very-low income homeless, at risk of homelessness and chronically homeless families in the Madison area.

All 45 units will be tax credit restricted. Forty (40) units will have Project-Based Rental Assistance (PBRA); twenty (20) units from the City of Madison Community Development Authority (CDA) and twenty (20) units from Dane County Housing Authority (DCHA). Tenants qualifying for these units will be responsible for paying 30% of their adjusted gross income for rent. The CDA and DCHA will pay the Development the difference between the tenant's portion of the rent and the contract rent.

The remaining five (5) units are affordable units restricted to 30% AMI. The full unit mix is represented in the following table:

# Units	Unit Type	Max CMI	Sq. Ft.	Contract Rent (Month)
5	2 BDRM	30%	750	\$450
14	2 BDRM	50%	750	\$980
11	3 BDRM	50%	1,000	\$1,361
12	3 BDRM	60%	1,000	\$1,361
3	4 BDRM	60%	1,200	\$1,511
45				

##### II. PARTIES

Unless otherwise stated in this management plan:

"City" will refer to City of Madison.

"CDA" will refer to City of Madison Community Development Authority

"DCHA" will refer to Dane County Housing Authority.

"Development" will refer to Madison Supportive Housing

"HUD" will refer to U.S. Department of Housing and Urban Development

"Managing Agent" or "Property Management" or "Property Manager" will refer to Heartland Housing, Inc. ("HH")

"Owner" will refer to 7933 Tree Lane, LLC (to be formed), or its tax credit entities

"WHEDA" will refer to the Wisconsin Housing and Economic Development Authority

### III. **GOVERNING DOCUMENTS**

The Development will be managed under the direction and supervision of the Managing Agent, as agent of the Owner. The Development will be subject to all applicable laws and regulations (including specifically, but without limitation, laws and regulations cited below) and the documents identified below:

- A. The Operating Agreement of Limited Liability Company 7933 Tree Lane, LLC (to be formed), dated \_\_\_\_\_, 2016.
- B. The Management Agreement between the Owner and the Managing Agent, dated \_\_\_\_\_, 2016.
- C. The Low Income Housing Tax Credit Extended Use Agreement with WHEDA
- E. Restrictive Covenant with U.S. Department of Housing and Urban Development
- F. Tenant Lease Agreement

### IV. **OWNER AND MANAGING AGENT**

#### A. **Owner**

The Owner of the Development is 7933 Tree Lane, LLC (to be formed), a Wisconsin limited liability corporation, and its tax credit entities. The Owner is located at 208 S. LaSalle Street, Suite 1300, Chicago, IL 60604. The Owner is comprised of an investor member, \_\_\_\_\_, and 7933 Tree Lane MM, LLC (to be formed), which is the managing member. 7933 Tree Lane MM, LLC (to be formed) is a single-purpose entity comprised of a sole member, Heartland Housing, Inc.

#### B. **Managing Agent**

Heartland Housing, Inc. is the exclusive Managing Agent of the Development. The Managing Agent is located at 208 S. LaSalle Street, Suite 1300, Chicago, IL 60604, and is registered as a Foreign Non-Stock Corporation in the State of Wisconsin.

#### C. **Management Philosophy and Goals**

Tree Lane Family Supportive Housing will use HH's housing model, which is based on maintaining affordability and encouraging advisory resident participation. The HH approach has been critically important in addressing problems that might prove disruptive to the building or cause a tenant to lose his/her housing. By working closely together, HH building management staff and residents are able to create a harmonious living environment with few incidents.

#### D. **Role and Responsibilities of Managing Agent**

HH is responsible for property operations oversight. As the Managing Agent, HH will work closely with the YWCA Madison (YWCA), which is the service provider for the Development. YWCA will conduct a social service screen for all applicants. HH and YWCA will work closely with the CDA and DCHA to identify and screen potential applicants.

C. **Staffing**

The anticipated property management staffing model is outlined below. The final staffing program will ensure successful operation of the building and be based upon the needs of the target population. It is anticipated that the building will have between five to seven staff members and will include of a mix of property management and supportive service staff.

The building will be managed by a half-time Property Manager, employed by HH, who will be responsible for building operations, including administration, management (rent collections and billing) and maintenance. S/he will be responsible for the supervision of the Maintenance Worker and Office Coordinator. S/he will be on call 24 hours a day for emergencies.

A half-time Assistant Property Manager will assist the Property Manager in his/her duties. In addition s/he will be responsible for assisting in recertifying existing residents (in accordance to Low Income Housing Tax Credit Rules) on an annual basis to ensure the resident still qualify to reside in the program.

A half-time Maintenance Worker and full time Environmental Control Technician (ECT) will provide maintenance and cleaning of the building. The Maintenance Worker will be responsible for repair and maintenance inspections, performance of minor repairs, and supervising major building repairs by outside contractors. The Maintenance Worker will be on call 24 hours a day for emergencies.

Front Desk staff will work approximately 64 hours per week. Coverage hours are to be determined as the Property Manager sees appropriate.

In addition to Property Management Staff as outlined above, the development will include onsite supportive service staff. Currently, the operating budget supports one full time experience case manager. The YWCA and Heartland Housing, Inc. are working with the United Way, City of Madison, Dane County and Wisconsin Medicaid to pursue additional supportive service funding sources. More details can be found in the Supportive Service Plan.

II. **PROCEDURES FOR DETERMINING APPLICANT ELIGIBILITY**

A. **Target Population**

Forty (40) of the units in the project are targeted towards families who are homeless or chronically homeless, as defined by HUD (see below).

Five (5) of the units in the project are targeted towards those who have been formerly homeless or are at risk of homelessness, as currently defined by HUD. These units may also be leased to other individuals meeting the definition of homelessness or chronic homelessness if they have tenant-based vouchers or another means of affording the LIHTC rent. These are the "LIHTC Units."

B. **Definition of Homelessness Status (HUD, 2015)**

- Chronically homeless: Individuals who have a permanent disability and have been homeless continuously for one year or homeless four times in three years.
- Homeless: Individuals who previously slept in an uninhabitable place, an emergency shelter or Safe Haven.

- Formerly homeless: Individuals who have experienced homelessness in the last 24 months
- At risk of being homeless: Individuals who are doubled up in their current residents or are expending more than 50% of their income on rent

**C. Definition of Waiting Lists**

Property Manager will maintain a general waiting list for the project ("General Waitlist"). This waitlist will include individuals that are members of the Target Population for the LIHTC Units and have expressed interest in living in the project and meet the household size and income eligibility criteria in the Tenant Selection Plan. The General Waitlist will be used to lease-up the five LIHTC units and as otherwise described below.

The primary waiting list for the PBV units ("PBV Waitlist") will be populated with names from the Homeless Services Consortium (HSC) prioritized permanent supportive housing list managed by the Coordinated Entry System, which identifies and prioritizes homeless, at risk of homelessness and chronically homeless individuals that may be interested in Permanent Supportive Housing. The City of Madison Community Development Division will be responsible for populating and maintaining the PBV waitlist.

**III. LEASE-UP PROCESS**

**A. LIHTC Units – Initial Lease Up**

1. Property Manager will open the General Waitlist 90 days prior to the expected date of completion of construction.
2. The opening of the waitlist will be publicized to the general public via newspaper ads and to organizations in Madison which serve individuals that are homeless, formerly homeless, and those at risk of homelessness.
3. Individuals interested in the General Waitlist will be pre-screened by Property Manager to determine income and household size eligibility. Those that are eligible will be added to the General Waitlist in the order by which pre-screening was completed, i.e. first come, first serve. To be included on the General Waitlist, individuals must also be a member of the Target Population for the LIHTC Units as defined above.
4. Approximately 60 days prior to the LIHTC Units being available for occupancy, Property Manager will contact individuals on the General Waitlist per the procedures included in the Tenant Selection Plan. Potential tenants will be contacted in the order they appear on the General Waiting List and invited to submit an application for residence
5. Property Manager will interview applicants and review applications to determine compliance with the Target Population, Eligibility Requirements and Selection Criteria in the Tenant Selection Plan. Leases will then be offered to qualified individuals from the General Waitlist until the LIHTC Units are fully leased.

**B. LIHTC Units – Subsequent Lease Up**

Subsequent Vacancies: Steps (d) and (e) above will be repeated as needed to lease the LIHTC Units after a vacancy. The General Waitlist will be updated annually and re-opened as needed per the procedures in the Tenant Selection Plan.

**C. PBV Units – Initial Lease Up**

1. The Coordinated Entry System or another method will be used to continually populate the PBV Waitlist and prioritize the individuals on it.
2. Ninety (90) days prior to the completion of construction, CDA will provide Property Manager with up to five (5) referrals from the PBV Waitlist per PBV Unit ("PBV Referrals"). The list will be in priority order per the definition of the Target Population for the PBV Units ("PBV Referral List").
3. Property Manager will contact the individuals on the PBV Referral List to invite them to submit a pre-application during a specified time period. PBV Referrals who have met the income and household size eligibility criteria will then be invited to submit an application for residence.
4. Property Manager, YWCA (Supportive Service Provider) and the Housing Authority will interview PBV Referrals and review applications to determine compliance with the Eligibility Requirements and Selection Criteria in the Tenant Selection Plan. Leases will then be offered to qualified PBV Referrals until the PBV Units are fully leased. Leases will be offered based in the priority order included the PBV Referral List.
5. If, sixty days prior to when PBV Units are expected to be available for lease-up, the City's Coordinated Entry System has provided fewer than one hundred (100) PBV Referrals, Property Manager may market the project generally to members of the Target Populations for the PBV and LITHC units, may increase the size of the General Waitlist, and may invite individuals from the General Waitlist to complete pre-applications for the PBV Units. These individuals may not be homeless or chronically homeless, but shall be formerly homeless or at risk of homelessness.
6. If Property Management has contacted or attempted to contact all of the names on the PBV Referral List in accordance with the Tenant Selection Plan, but has not been able to lease all of the PBV Units to PBV Referrals, Property Manager shall request additional PBV Referrals from the City's Coordinated Entry System. If the City's Coordinated Entry System is unable to provide additional PBV Referrals or it is less than sixty days prior to the deadline for Qualified Occupancy, Property Manager may also market and lease any unleased PBV Units to eligible individuals on the General Waitlist who have successfully completed a pre-application per (e) above.

**D. PBV Units - Subsequent Vacancies**

1. The City will use its Coordinated Entry System or other method to continually populate the PBV Waitlist.
2. When Property Manager is aware of a vacant PBV Unit, Property Manager will request up to ten (10) PBV Referrals per vacant unit from CDA. CDA shall provide PBV Referrals within 5 business days of the request. PBV Referrals provided to Property Manager shall be prioritized by the priorities for the Target Population for the PBV Units.
3. Property Manager will contact the PBV Referrals to submit an application for housing, determine eligibility and compliance with the selection criteria in the Tenant Selection Plan, and offer leases to eligible applicants. PBV Referrals will be contacted in the priority order provided by the City's Coordinated Entry Prioritization List.
4. If, after 30 days, Property Manager has not been able to lease the PBV Unit to a PBV Referral, Property Manager may request up to an additional ten (10) PBV Referrals from CDA and repeat the outreach procedures.
5. If, after 60 days, Property Manager has marketed the vacancy to PBV Referrals, but

Property Manager is not able to lease the PBV Unit to a PBV Referral, Property Manager may market and lease the unit to an individual on the General Waitlist. This individual may not be homeless or chronically homeless, but shall be formerly homeless or at risk of homelessness.

**E. Tenant Move-In**

Prior to move-in, a tenant will be required to attend an orientation session with the Property Manager. This will be used to complete the leasing agreements, address building procedures, and to answer any questions about building amenities or neighborhood benefits. Move-ins will be scheduled through the Property Manager. There will be designated hours set forth by property management for tenants to move in the building.

**F. Tenant Move Out**

Prior to vacating, tenant will be required to give a 30-day written notice that they will be moving (one full month prior to lease end date). Tenant will be required to schedule a move-out appointment with Property Manager at least 24 hours prior to move-out. There will be designated hours set forth by property management for tenants to move out of the building.

Tenants will be required to return the property in the following condition: Property should be returned to its original condition Interior should be cleaned to housing quality standards. Tenant's security deposit is applied to charges in the following order: Property damage beyond normal wear and tear and any outstanding tenant balance (if applicable). Tenant's security deposit will be returned within 45 days of move-out.

**III. RENT COLLECTION POLICIES AND PROCEDURES**

**A. Leases**

Leases will be a minimum of a one-year period. Lease renewals and income re-certification will occur annually. Residents will be given 30+ days notice their new monthly rents in writing and will sign a new lease with new rents. Tenants must inform Property Management of their decision to move out within 30 days of lease termination. Falsification of information provided on any certifications will be grounds for termination of tenancy/denial of tenancy.

**B. Rent Collection**

Rent will be due on the first day of the month. Rent will be considered late if not paid by the due date. Tenants' five-day grace period will begin thereafter. Eviction proceedings will be a considered option if tenant has not paid rent following the grace period. Property Management will offer payment plans for tenants that qualify.

**C. Security Deposits**

Security Deposits will be collected from all leaseholders. Apartments will require a security deposit that equals a one-month of the tenant rental rate for the unit or \$150.00 whichever is greater. The amount of the security deposit is set at move-in and does not change as the tenant's rent changes.

If a tenant transfers to another unit, Property Management will close out the old deposit, deduct damages and refund the difference. A new security deposit would then be charged based on the new rent or \$150.00, whichever is greater.

Any refund due must be returned within 45-days after the tenant has turned over possession of the unit.

Property Management will follow all state and local regulations regarding interest paid on Security Deposits.

**C. Parking.**

The development includes 27 surface parking spaces. The spaces will be prioritized for use by residents. Residents do not have to pay for a parking space however residents will need to apply for a parking space and provide their vehicle information to property management. During Tenant Orientation, residents will be informed that they and their guests may only park in spaces specifically designated for the building or on the street in accordance with posted municipal parking rules.

**IV. RESIDENT AND MANAGEMENT RELATIONS**

**A. Resolving Tenant Problems**

Property Management will identify problems and lease violations and immediately inform HH upper management and appropriate persons at YWCA. The goal will be to help the tenant work out a solution that is acceptable to both tenant and Property Management. There will be a three-day window for this timeframe after which the Property Management will inform the tenant of issues and take any legal steps necessary.

When a problem comes up regarding lease violations, the tenant will receive appropriate notice from the Property Manager (this also includes Building Rules violations). A meeting will be scheduled for the tenant, Property Manager, other appropriate HH staff and witnesses.

The resident has the right to have an additional person present. A plan of action should result from this meeting with specific objectives to be met. If the problem is rent related, a solution may include a budget session and payment plan arrangement for the tenant. If housekeeping is an issue, housekeeping services and or classes may be arranged for the tenant. After a solution is worked out, it is submitted to the Property Manager and an agreement is negotiated, all parties must execute the agreement. The Director of Property Management has the sole and final approval over acceptance of these negotiated plans of action.

It is explained to the tenant that failure to follow through with the agreement will lead to serious consequences. For example, if the problem is non-payment of rent, eviction will be the result; if it is having loud parties that disturb fellow tenants, the tenant will have his/her rights to have visitors restricted.

**B. Tenant Participation**

HH encourages tenants to become actively involved in the upkeep of the property and the community in general. HH will work with YWCA and other community groups to provide meaningful outlets to tenants, including voter registration, social events, and meetings to discuss property concerns.

**C. Evictions**

Property Management shall follow all procedures of the Standard Operating Procedures Manual related to any eviction process, including state and local law. The CDA and DCHA, the PBRA Administrators, must be notified in writing of any termination of tenancy for PBRA subsidy units. YWCA must be notified in writing of the commencement of any procedures for the termination of tenancy for all units.

**D. Community Space**

Property management will be responsible for developing and implementing rules related to

the operation of the building's community space amenities (multi-purpose room, business center and library) for safe enjoyment of residents. The multi-purpose room may be used by groups for neighborhood meetings.

## V. MAINTENANCE AND REPAIRS

### A. Inspections

Building inspections will include all units and common areas, with emphasis on the roof, boiler room, penthouse, laundry room, exterior structure and grounds. All inspections will be documented in writing. All repairs identified by the inspection will be immediately converted to work orders. Unit inspections will occur at least biannually by Property Management and during work orders in the unit by Maintenance.

### B. Preventative Maintenance

Property Management will be responsible for developing and implementing a preventative building maintenance plan.

Preventative maintenance will include activities that are required in order to preserve and extend the useful life of materials, equipment, fixtures and other elements of the development. For the most part, these tasks can be identified and scheduled from the moment a particular component is installed.

Property Management will develop a Capital Improvement Plan, which will cover five years and will be updated annually by priority items necessary items and desirable items. The plan is for items that cost \$2,500 or more and that have a life span of 5 years or more (i.e. roof, boiler, hot water heater, appliances, common area carpeting, etc.).

### C. Routine Maintenance

Property Management will be responsible for developing and implementing a routine maintenance schedule for the building that outline daily and weekly task. This plan will have provisions for individual work orders and 100% of all maintenance work orders.

Routine maintenance will include activities that are required to maintain the development in a decent safe and sanitary manner at all times.

Property Management will develop a detailed routine cleaning schedule that will cover all aspects of the development including but not limited to trash pick-up, recycling, snow removal, lawn care, and maintenance of all outdoor and indoor space.

## VI. ACCOUNTING AND REPORTING SYSTEM

### A. Fiscal Responsibilities

HHI will be responsible for all owner and asset management functions including maintaining solvency of buildings operations, financial variance analysis, preventative maintenance and submission of all compliance documents to all lenders and housing agencies.

HH will be responsible for preparing an annual budget for Tree Lane Family Supportive Housing and the HH Executive Director will approve the budget. This budget will then be broken up into monthly cash flow statements, with the goal being to prepare monthly financial statements that can be compared with the budget to determine variables and trends.

### B. Reporting



HH will be responsible for all negotiations and contracts with the funding institutions for this project. These documents will be supplied to Investor Member per terms and conditions of Operating Agreement for 7933 Tree Lane, LLC (to be formed). Following are the responsibilities:

1. Prepare annual operating budget
2. Tenant screening requirements
3. Collect monthly rental receipts and act as custodian for said receipts
4. Request payment from PBRA Administration and collect subsidized rent payments
5. Disburse all monthly payments to vendors
6. Prepare and submit monthly financial statements including operating statements, rent roll, balance sheets, check runs and other necessary information
7. Provide biannual "site-inspections" to identify any corrective action necessary related to operations and maintenance of the building

**C. Resident Files**

HH will send the first tenant move in file to our tax credit syndicators immediately following occupancy. They will review for any file structure or component changes and HH will implement requested changes. When all residents have move the tax credit syndicator will complete an audit of all resident files for compliance and accuracy. They will also audit the files annually or on as as-needed basis. Electronic versions of the files will be accepted.

**VII. EXPERIENCE PROFILE**

Heartland Housing is a leader in developing and managing affordable housing in the Midwest. As Heartland Alliance's housing division, Heartland Housing has developed and manages over a thousand affordable homes across the Chicago region and Midwest since our founding in 1988. Our experience has helped us perfect the art of balancing solid property management with programs that create opportunities for residents. As a result, our work not only sparks community revitalization but also creates stable lives and homes.

The foundation of Heartland Housing Inc.'s development and management philosophy is to promote individual and family self-sufficiency through stable housing, social supports and employment resources. Heartland Housing Inc.'s housing initiatives have received awards from and have been recognized by a number of institutions, organizations, and media including the Urban Land Institute - Chicago District Council, Local Initiatives Support Corporation, Fannie Mae Foundation, Chicago Realtors Association, Multi-Housing News, *Chicago Tribune*, and *Chicago Sun-Times*.

# HEARTLAND ALLIANCE

ENDING POVERTY

## Supportive Service Plan

Tree Lane Family Supportive Housing  
**7933 Tree Lane**  
**Madison, WI**

Contact Information			
	Owner	Management Agent	Services Partner*
<b>Organization</b>	7933 Tree Lane, LLC	Heartland Housing, Inc.	YWCA Madison
<b>Primary Contact</b>	Michael Goldberg	Michael Goldberg	Rachel Krinsky
<b>Phone</b>	312-660-1383	312-660-1383	773-751-1817
<b>Email</b>	mgoldberg @heartlandalliance.org	mgoldberg @heartlandalliance.org	RKrinsky@ywcamadison.org
<b>Street Address</b>	208 S. LaSalle St. Ste. 1300	208 S. LaSalle St. Ste. 1300	101 East Mifflin Street, Suite 100
<b>City, State, Zip</b>	Chicago, IL 60604	Chicago, IL 60604	Madison, WI 53703

\* Agency supplying on-site Supportive Services

**Supportive Housing Plan  
Tree Lane Family Supportive Housing, Madison, Wisconsin**

**I. Overview**

The new construction supportive housing development at 7933 Tree Lane will deliver 45 high quality apartments (the Development) for families who have special needs and/or a history of housing instability. The project will target families who are chronically homeless, homeless or at risk of homelessness and will be selected from the Housing Services Consortium coordinated entry list. Heartland Housing, Inc. (HH) as the developer and property manager and YWCA Madison (YWCA) as the service provider will collaborate to provide high-quality housing with supportive services for the residents of the Development.

**II. Site Characteristics**

**A. Unit Mix**

# Bedrooms	# Bathrooms	Unit Size (sq ft)	%AMI Target	Total Units	Monthly Rent
2 BDRMS	1	750	30%	5	\$450
2 BDRMS	1	750	50%	14	\$980*
3 BDRMS	2	1,000	50%	11	\$1,361*
3 BDRMS	2	1,000	60%	12	\$1,361*
4 BDRMS	2	1,200	60%	3	\$1,511*

\* Note: These units receive project based subsidies. Tenants are responsible for rent equivalent to 30% of their income.

**B. Access to Community Amenities and Transportation**

1. The Development is located in proximity to many public and private amenities that will enhance the quality of life of the residents. These amenities include:
  - Local grocery stores: Copps (0.32 miles), Brennan’s Market (0.9 miles), Aldi’s (1.0 mile), Woodman’s Food Market (1.7 miles).
  - A City of Madison library (Alicia Ashman Branch) within 1.4 miles
  - Affordable shopping options: Walgreens pharmacy (1 block), Dollar Tree (0.5 miles), Shopko (0.6 miles), Target (0.6 miles), and Walmart (1.9 miles).  
Lussier Community Education Center (1.4 miles)
  - Parks and open space Haen Family Park (0.3 miles), Sauk Creek Park (0.7 miles) and Hillpoint Park (0.9 miles) and Walnut Grove Park (1.4 miles).
  
2. Public transportation and access to major roadways are close to the Development. The site is within .3 miles of two City of Madison Metro Transit bus lines (routes 15 and 67) along Mineral Point and High Point Roads. These accessible transit routes will allow residents that do not have private transportation to easily get to other areas of the City and County.

## II. Affordability

Rents will be made affordable through HUD Project-based Rental Assistance (40 units) and 30% AMI rents (5 units) with no rental or operating subsidy.

The City of Madison Community Development Authority (CDA) is providing 20 project based vouchers and Dane County Housing Authority (DCHA) is providing 20 project based vouchers. Supportive Housing Populations, i.e. homeless and those at risk of homelessness, are the priority for these units. Heartland Housing (as property management agent) and YWCA Madison (as service provider) will screen prospective residents to ensure they are in need of the additional services available only through permanent supportive housing like the Madison Family Supportive Housing project.

## III. Support Coordination

YWCA Madison (YWCA) will provide on-site support coordination at the Development. YWCA Madison's mission is eliminating racism and empowering women. To achieve this mission, YWCA Madison serves families experiencing homelessness in a culturally competent and trauma informed manner.

The YWCA is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom and dignity for all. To fulfill this mission the YWCA Madison:

- Advances justice through race and gender equity programs that aim to eliminate racism, keep kids in school, and close the leadership gap;
- Helps people find and maintain employment by delivering job training and transportation; and
- Works to end homelessness by providing housing and shelter to ensure that families have a safe space to live and grow.

The YWCA Madison is a nonprofit membership organization founded in 1909. The organization is the largest provider of affordable housing for low-income women and one of the oldest providers of emergency shelter for homeless families in Dane County. The YWCA has been providing housing for single women since 1909, shelter since the 1980s and housing for families since 1991. The YWCA is a leader in Dane County's Housing First programs and our homeless services consortium.

### **YWCA's care services for people who are homeless include:**

- Assistance to obtain and maintain housing
- Connection to mainstream benefits

Referral to employment, education, basic needs, & health care services (physical, mental, dental, AODA)

Connection to neighborhood and community resources

## IV. Access to Services

YWCA's service delivery model is designed to assist residents in living independently by providing them with opportunities to learn, or further develop skills and to manage their finances, assets, housing, physical and mental health. YWCA's supportive housing services are geared towards goals of maintaining housing stability and increasing self-sufficiency. Utilizing a strengths-based case management philosophy, our supportive services are voluntary, flexible, based on participant needs and goals. Resident level of participation in services varies based on need. Case management services include assessment, engagement, service planning, goal setting and crisis intervention. The case managers also provide linkage to healthcare, substance use and mental health

services, workforce development and asset development services. Further, YWCA will support the delivery of services provided by other organizations through inter-organizational collaboration and coordination.

To provide these services at Tree Lane, YWCA proposes to staff the building with an on-site team that will operate approximately 8-12 hours daily, M-Sat. according to the needs and availability of the families. The team will be headed by an experienced case manager who will lead a team of two to four direct service positions including two case managers and one .5 FTE youth oriented worker. The team members will manage a shared caseload with a direct service staff to participant ratio of approximately 1:15. This ratio is in line with best practice guidelines for the Housing First model and with the YWCA's experience with families.

As a team, the staff will collaborate with building management to screen all prospective residents. Prior to or soon after move-in, team members will conduct a comprehensive psycho-social assessment with all new residents. The assessment will identify areas of concern for all residents around which staff and residents will develop individualized goals. Detailed service plans will be constructed around these goals to ensure that each resident has access to the type of support necessary to optimize his or her tenure in the building community. Linkage to community-based supports, including services such as primary care, mental health services, substance use counseling, family reunification, money management, employment, and access to social assets are some of the areas that will be addressed in each service plan. All face-to-face and collateral activities will be documented. The service plan and goals will be reviewed and revised with each participant on a quarterly basis. The assessment is updated annually.

Working with the property manager, YWCA will work with residents to prevent lease violations. Housing issues related to lease compliance will be addressed through the partnership of the property manager, case manager and resident. If the lease violation relates to rent payment, the group will develop a reasonable payment plan, and the case manager and resident will develop a budget that includes payment of rent according to the plan. Together the team will work to prevent evictions.

## **V. Annual Budget**

YWCA and Heartland Alliance are working with the United Way, City of Madison, Dane County, and Wisconsin Medicaid to explore funding options for the supportive services team. Currently the operating budget for the property supports one full time experienced case manager.

## **VI. Referral, Screening and Communication Plan**

HH's collaborative management model is focused on maintaining residents' housing and creating a positive living environment. HH's property and asset management team works in concert with supportive service staff to identify and address problems that might prove disruptive to the building or surrounding community. HH evaluates each prospective tenant as an individual, so that typical barriers do not automatically disqualify him or her from housing. Tenants, with or without the assistance that will be offered by YWCA can make Requests for Reasonable Accommodations under the Fair Housing Laws, HH will respond to all requests in a timely manner to make sure that all reasonable accommodations are made. As a result of this strengths-based approach, HH is able to successfully house individuals confronting multiple life challenges.

While YWCA, and other agencies will be referring tenants to the property, tenant selection will be primarily under the supervision of Heartland Housing and the on-site property manager. Tenant selection will include interviews and income verification, criminal and credit checks, notification of selection or rejection, and

maintenance of waiting lists. HH will adhere to all rules and regulations as applicable and approved by WHEDA, DOH, HUD Section 8 Program, and Low Income Housing Tax Credit (LIHTC) tenancy. Appropriate procedures to re-certify tenant incomes will be followed annually. All tenant selections, certifications, and other tenant related actions will comply with the other Regulatory Agreements identified in the Management Agreement.

If issues arise with a resident, the goal of HH's collaborative management model is to help the tenant work out a solution that is acceptable to the tenant, management and the service provider. When a problem comes up regarding lease violations, the tenant and YWCA case manager will receive appropriate notice from the property manager (this also includes Building Rules violations). A meeting will be scheduled for the tenant, property manager, YWCA case manager and other appropriate HH staff. The resident has the right to have an additional person present. A plan of action should result from this meeting with specific objectives to be met. If the problem is rent related, a solution may include a budget session and payment plan arrangement for the tenant. After a solution is worked out, it is submitted to the Property Manager and an agreement is negotiated, all parties must execute the agreement. The Director of Property Management has the sole and final approval over acceptance of these negotiated plans of action.

It is explained to the tenant that failure to follow through with the agreement will lead to serious consequences, possibly including eviction. Property management shall follow all procedures and regulations of the Madison Tenant Landlord Ordinance related to any eviction process.

#### **VI. Transition Plan in the Event Service Funding and/or Rental Subsidy Is Reduced or Discontinued**

The Supportive Housing Plan outlines the array of services that are necessary for housing retention of supportive housing tenants. The level of services described in the Supportive Housing Plan is contingent upon additional fundraising through a mix of sources including, but not limited to Dane County Department of Human Services, the United Way, the City of Madison and other private sources. . In addition, rental assistance is necessary for supportive housing populations to remain in the units. Should the outside funding sources for services or rental assistance either (i) be reduced to an amount insufficient to deliver the scope of necessary services, or (ii) discontinued through no fault of the Owner, then the Owner shall make, with assistance from the service providers to the extent possible, good faith reasonable efforts to find alternative funding sources or rental assistance that would accommodate the Supportive Housing Population for which the Project received an allocation of federal low income housing credits.

Owner shall notify WHEDA in writing promptly upon learning that (a) the outside funding sources for the supportive services are either discontinued or are being reduced to an amount that is insufficient to deliver the scope of necessary services, or (b) if the rental assistance is reduced or terminated. If, despite its good faith efforts, the Owner is unable to secure alternative outside funding source(s) for services or replacement rental assistance, it shall notify WHEDA accordingly and provide supporting documentation, as appropriate. In addition, Owner shall work with WHEDA to develop and execute a transition plan that will ensure the short- and long-term economic viability of the project while endeavoring to maintain the spirit of the Supportive Housing Plan. The transition plan may include, but not be limited to, transitioning the target population from the original supportive housing population to a non-supportive housing population.

#### **VII. Agreement among Partners**

WHEREAS 7933 Tree Lane, LLC (to be formed) is developing a low-income housing tax credit project located at 7933 Tree Lane in Madison, Wisconsin (the "Development"); and

The tax credit application submitted to the Wisconsin Housing and Economic Development authority in connection with the Development stated that supportive services would be provided to residents of the Project; and

**YWCA Madison** provides, coordinates, or represents agencies that provide direct community-based services in the **Madison** area to Supportive Housing Populations; and

**Heartland Housing, Inc.** seeks to expand and support affordable housing opportunities for Supportive Housing Populations in the Madison community;

THEREFORE, **7933 Tree Lane, LLC** (to be formed), **YWCA Madison** and **Heartland Housing, Inc.** agree to the following supportive housing partnership to target 45 apartment units (the "Supportive Housing Units") within the **Madison Supportive Housing** apartment complex to Supportive Housing Populations

**7933 Tree Lane, LLC shall:**

- Agree that all 45 units will be Supportive Housing Units.
- Assure that the Supportive Housing Units remain available to Supportive Housing Populations, and that the purposes and spirit of this agreement are maintained through the compliance period.
- Assure that any special arrangements (rent adjustments, unit subsidies, arrangement for transportation services, etc.) outlined in the Supportive Housing Plan are maintained through the compliance period.

**YWCA Madison shall:**

- Provide staffing as outlined in Section IV to offer services/support coordination as needed, requested and accepted by tenants.
- Assist supportive housing applicants in the application process, including requesting and negotiating Reasonable Accommodations and Modifications, if applicable, and as needed and accepted.
- Facilitate access to community-based supportive services offered by **YWCA Madison** and other area human services agencies for tenants. It is understood and agreed that these services shall be available to said tenants on an as-needed basis, and that receipt of these or any other services shall not be a condition of tenancy.
- Facilitate communication with **Heartland Housing, Inc.** by designating, and maintaining in the event of staff turnover, a named individual as the primary contact on matters related to Supportive Housing Units.
- Protect the confidentiality of tenants by sharing with **Heartland Housing, Inc.** only that information which is related to tenancy.

**Heartland Housing, Inc. shall:**

- Notify **YWCA Madison** of initial lease-up 6 months prior to anticipated occupancy certification or when marketing begins, whichever comes first.

- Share tenant eligibility and screening criteria with **YWCA Madison** so that the on-site case management team will be prepared to refer qualified tenants and assist them with requests for Reasonable Accommodations or Modifications when necessary.
- Educate initial and subsequent on-site property managers on the Supportive Housing Plan.
- Affirmatively market to persons with all types of disabilities, as may be described in the **Madison Supportive Housing** apartment complex's Affirmative Fair Housing Marketing Plan. Projects may advertise as offering services for people with particular types of disabilities but must admit other persons with disabilities who may benefit from the services.
- Screen all referred applicants using screening criteria established for all applicants at the apartment community, according to State and Federal Fair Housing Law.
- In the event a referred applicant is denied housing, (1) notify the applicant and **YWCA Madison** of reason for denial, (2) accept and consider requests for Reasonable Accommodations in accordance with State and Federal Fair Housing Law, and (3) hold unit open until the request process is complete.
- Maintain a separate waiting list for referrals or applicants to Supportive Housing Units and prioritize these households for any Supportive Housing Units that may become vacant after the initial rent-up period, based upon the minimum number of units specified in the application.
- Communicate tenancy issues with the **YWCA Madison** in a timely manner.
- Facilitate communication with **YWCA Madison** by designating, and maintaining in the event of staff turnover, a named individual as the primary contact on matters related to the Supportive Housing Units.

**All parties to this Agreement shall:**

- Agree that **7933 Tree Lane, LLC** (to be formed) and **Heartland Housing, Inc.** are responsible for meeting compliance requirements established by the IRS and IHDA.
- Agree that **7933 Tree Lane, LLC** (to be formed) and **Heartland Housing, Inc.** are responsible for maintaining the property for the benefit of all the tenants.
- Agree that **7933 Tree Lane, LLC** (to be formed) and **Heartland Housing, Inc.** are responsible for communicating as needed to assist with housing retention of Supportive Housing tenants, to the extent that such assistance is accepted by the tenants.
- Agree that the provisions and the spirit of this agreement notwithstanding, decisions on the admittance and/or retention of tenants according to Fair Housing and WI Landlord Tenant Law are the responsibility of **Heartland Housing, Inc.**
- Agree that the terms of the Supportive Housing Plan for **Madison Supportive Housing** prepared jointly by **7933 Tree Lane, LLC** (to be formed), **Heartland Housing, Inc.** and **YWCA Madison**, including maintenance of a clear separation of property management and supportive service provision functions within or among partner organizations to assure confidentiality of tenant information, are hereby incorporated by reference.



- Agree that tenant participation in supportive services will not be a condition of tenancy.

DRAFT

IN WITNESS WHEREOF, the parties have executed, or caused this agreement to be executed by their duly authorized representatives, as of the date below written.

\_\_\_\_\_  
**Michael Goldberg, Secretary**  
7933 Tree Lane, LLC  
Date

\_\_\_\_\_  
**Michael Goldberg, Executive Director**  
Heartland Housing, Inc.  
Date

\_\_\_\_\_  
**Rachel Krinsky, Executive Director**  
YWCA Madison  
Date

DRAFT

**TENANT SELECTION PLAN**

**Tree Lane Madison Family Supportive Housing  
"Development"**

**Madison, Wisconsin**

**To Be Formed, LLC  
"Owner"**

**Heartland Housing, Inc.  
"Management"**

**I. INTRODUCTION**

This Tenant Selection Plan (the "Plan") outlines the procedures that will be followed in selecting tenants for the Development. Management is responsible for implementing these procedures.

**A. Definition of Target Population**

Forty (40) of the units in the project are targeted towards families who are homeless, at risk of homelessness or chronically homeless, as defined by HUD. Forty (40) units will have Project-Based Rental Assistance (PBRA); twenty (20) units from the City of Madison Community Development Authority (CDA) and twenty (20) units from Dane County Housing Authority (DCHA). Tenants qualifying for these units will be responsible for paying 30% of their adjusted gross income for rent. The CDA and DCHA will pay the Development the difference between the tenant's portion of the rent and the contract rent.

Heartland Housing is committed to providing permanent housing to address the needs of this population and will "screen in" individuals rather than "screen out."

Five (5) of the units in the project are targeted towards those who have been formerly homeless or are at risk of homelessness, as currently defined by HUD. These units may also be leased to other individuals meeting the definition of homelessness or chronic homelessness if they have tenant-based vouchers or another means of affording the LIHTC rent. These are the "LIHTC Units."

**B. Unit Distribution**

The Development will offer 45 units. This ( ) includes (X) does not include a management unit. The income limitations of these units are as follows:

0 market rate (no income restriction) units  
5 units at 30 % median income  
25 units at 50 % median income  
15 units at 60 % median income  
0 manager unit(s)

If a household occupying an income-restricted unit experiences a change of income so as to no longer qualify for the unit, the household may remain in the rental unit, subject to applicable Low Income Housing Tax Credit (LIHTC) regulations. In such a case, Management must make every effort to rent to tenants meeting the income limitations stated above.

**C. Rent Structure**

The initial rent structure for the development, by unit size and income distribution, is attached to this Tenant Selection Plan (**Exhibit A**).

**II. Non-Discrimination**

It is the policy of Heartland Housing to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any legislation protecting the individual rights of residents, applicants or staff which may subsequently be enacted.

Heartland Housing will not discriminate on the basis of marital status, race, color, sex, religion, age, disability, national origin, familial status, sexual orientation, ancestry, income level or source of income, medical condition, gender identity, less than honorable discharge, student status, arrest or

conviction record, physical appearance, political beliefs or any other arbitrary basis in the leasing, rental, or other disposition of housing or related facilities, or in the use or occupancy thereof. In addition, Heartland Housing will not:

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

Heartland Housing shall not automatically deny admission to a particular group or category of otherwise eligible applicants. Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.

**Section 504 of the Rehabilitation Act of 1973**

It is the policy of Heartland Housing to assure that qualified individuals with handicaps or disabilities are not discriminated against on the basis of their handicap or disability. Heartland Housing also assures that these individuals will have equal opportunity to receive and enjoy the benefits of living at the development.

**Reasonable Modifications**

Heartland Housing will allow reasonable modifications to individual units or common areas when requested by applicants and residents with disabilities. If considered reasonable by Property Name Apartment, these modifications will be made at the property's expense. If deemed to be unreasonable, an active dialogue will be opened between Property Name Apartment and the disabled applicant or resident to find a mutually agreeable solution.

**Reasonable Accommodations**

Heartland Housing will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 of the Rehabilitation Act of 1973, Heartland Housing will make reasonable accommodation for individuals with handicaps or disabilities (applicants or residents). Heartland Housing will make reasonable adjustments to rules, policies, and services in order to enable an applicant or resident with a disability to have an equal opportunity to use and enjoy the unit and the common area of dwelling, or to participate in or have access to other activities conducted or sponsored by the development.

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

- Make structural alterations that require the removal or altering of a load-bearing structural member;
- Provide support services that are not already part of its housing programs;
- Take any action that would result in a fundamental alteration in the nature of the program or service;
- Take any action that would result in an undue financial and administrative burden on the development, including structural impracticality as defined in the Uniform Federal Accessibility Standards (UFAS).

**Violence Against Women and Justice Department Reauthorization Act of 2005**

The owner/agent understands that, regardless of whether state or local laws protect victims of domestic violence, rape, dating violence, sexual assault or stalking, people who have been victims of violence have certain rights under the Violence Against Women Act. If any resident wishes to exercise the protections provided in the VAWA, he/she should contact the owner/agent immediately. The owner/agent is committed to ensuring that the Privacy Act is enforced in this and all other situations.

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

**A. Certification and Confidentiality**

When the owner/agent responds to a claim of protected status under the VAWA the owner/agent will request, in writing if appropriate, that an individual document the occurrence of the domestic violence, dating violence, sexual assault or stalking. The individual claiming rights under the VAWA has the option to complete, sign, and submit any appropriate HUD-approved certification

form, or chose a different method of documentation of the abuse to verify his/her status as a victim of domestic violence. The resident will have fourteen (14) calendar days to submit the form or provide another form of documentation.

The owner/agent will carefully evaluate abuse claims to avoid taking any action based on false or unsubstantiated accusations.

The identity of the victim and all information provided to owner/agent to the incident(s) of abuse covered under the VAWA will be retained in confidence. Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is

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

The owner/agent will retain all documentation relating to an individual's domestic violence, rape, dating violence, sexual assault or stalking in a separate file that is kept in a separate secure location from other applicant/resident files.

**B. Lease Addendum**

The owner/agent will attach to the lease any appropriate HUD-approved Lease Addendum authorized for use under this HUD program, which includes the VAWA provisions.

**III. PREFERENCES**

**A. Establishing Preferences**

Preferences are not permitted if they in any way negate affirmative marketing efforts or fair housing obligations. There are no preferences mandated by the State of Wisconsin and there are no preferences at the development for the LIHTC units.

The development will establish the following preferences (check all that apply):

1. Former Federal Preferences \_\_\_\_\_
2. HUD Pre-approved Preferences \_\_\_\_\_
  - a) Preference for working families \_\_\_\_\_
  - b) Preference for persons with disabilities \_\_\_\_\_
  - c) Preference for victims of domestic violence \_\_\_\_\_
  - d) Preference for elderly, displaced, homeless, or disabled single person over other single persons \_\_\_\_\_
3. Residency Preferences (with HUD approval) \_\_\_\_\_
4. Local Preference (as established by local PHA) \_\_\_\_\_
5. Chronically Homeless as defined by HUD \_\_\_\_\_

**B. Selection of Families for Participation**

1. 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 applicant's place on the Waiting List (as defined below), or date of submission of application.
2. 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.

**C. When a Preference Is Denied**

1. 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 (**Exhibit B**). 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.

2. Denial of a preference does not prevent the applicant from exercising any legal rights the applicant may have against Management and/or Owner.

#### IV. PRE-APPLICATION CARD PROCESSING

##### A. Distribution of Pre-Application Cards

1. Initial outreach efforts will include working with the Salvation Army, The Road Home, and the YWCA to locate families on HSC Prioritization List. In addition, telephone contact as well as a letter (Exhibit C) will be sent to persons who respond to the initial marketing inviting them to come and complete a pre-application card (Exhibit D). This letter will also inform persons about the Development's preferences and will indicate that all applicants will be given an opportunity to show that they qualify for a preference.
2. The letter will state that those persons qualifying for a preference will receive housing before any other applicant who is not so qualified.
3. In addition, the letter will inform all applicants that for those not claiming a preference that screening will be conducted according to the order in which the Pre-Application Cards are received.
4. All returned Pre-Application Cards will be logged in, indicating the time and date received (Exhibit E). The Pre-Application log will indicate whether the applicant has claimed a preference or has requested a handicapped accessible unit.

##### B. Processing Pre-Application Cards

1. Pre-Application Cards will be filed in the order of receipt. In addition, Pre-Application Cards will also be categorized according to preferences, unit size and Special Occupancy Categories, as defined in Section X.
2. No Pre-Application Cards will be accepted after the date on which 95% occupancy of the Development has been reached and the applicable Waiting List has been closed.
3. All Pre-Application Cards will be retained on-site permanently.

#### V. WAITING LIST PROCEDURES

##### A. Definition of Waiting Lists

The Development will maintain a general waiting list for the 5 LIHTC units and an interest list for the 40 Section 8 Project-Based Voucher program. The list will be separated in accordance to bedroom types. The Community Development Authority (CDA) will maintain the waiting list for the 40 Section 8 Project-Based Voucher program (PBV) units. The PBV waiting list will consist of PBV applicants who have passed the Development's screening criteria and have received preliminary eligibility by the CDA for the Section 8 PBV program. All reference to the term 'waiting list' here within this TSP refers to the LIHTC waiting list maintained by the development."

The names of all persons from whom Pre-Application Cards were received, but who were not contacted for an interview, will receive a letter stating that they have been placed on the applicable Waiting List and informed of their position on the Waiting List. A person's position on the Waiting List will be based on the chronological order in which he/she applied for occupancy to the Development. Names on each Waiting List will appear in order of receipt of the Pre-Application Cards with priority given to those who qualify under a Special Occupancy Category (as defined under Section X). Placement on a Waiting List, however, does not guarantee that the person is eligible or acceptable for occupancy at the Development.

##### B. Contacting Persons on a Waiting List

1. Management will contact Applicants as follows: When a unit becomes available, the Pre-Application Card with the top preference priority number for that unit size and type will be selected. The Pre-Application Card with the top priority number from the applicable Waiting List for that unit size will be selected. Management will telephone the selected applicant at least three times during the next 48-hour period. If the applicant cannot be reached, a letter will be sent to the applicant requesting a date and time for an interview. If Management does not receive a response to the letter within ten business days from the date of the letter, the applicant will forfeit the opportunity to apply for the available unit but will remain at the top of the applicable Waiting List. When a second unit becomes available, Management will send another

letter to the applicant. This letter will explain that if the applicant does not respond within the period specified, the applicant's Pre-Application Card will be placed in the inactive file. If the applicant does not respond and his/her Pre-Application Card is placed in the inactive file, a final letter will be sent informing the applicant that his/her name has been removed from the Waiting List.

2. For LIHTC units, if the applicant refuses a unit, he/she will remain at the top of the applicable Waiting List. However, a letter will be sent informing him/her that after the second refusal, his/her name will be removed from the applicable Waiting List and placed in the inactive file. For Section 8 PBV units, if the applicant refuses a unit, he/she will be removed from the waitlist and the unit will be offered to the next applicant on the list.
3. When an interview is scheduled but the applicant fails to attend, an attempt will be made to contact the applicant by telephone. If there is no contact after three attempts within 48 hours, the applicant's Pre-Application Card will be placed in the inactive file. If the applicant is contacted, and the applicant had good cause, such as illness or accident, for failure to keep the original appointment, another appointment will be scheduled. If the applicant again fails to attend the interview, the applicant's Pre-Application Card will be placed in the inactive file.

**C. Updating the Waiting List**

1. Following the completion of initial interviews, the LIHTC Waiting Lists will be updated at least once every twelve months in the following manner: Management will send a letter to each applicant on each of the Waiting Lists. (Exhibit F). The letter will include a Reply Card (Exhibit G) to be returned if the applicant is still interested in living at the Development. The applicant will be given 15 days (excluding weekends and designated Federal holidays) from the date the letter was mailed in which to respond. If no response is received, the applicant's Pre-Application Card will be placed in the inactive file, and a letter will be sent informing the applicant of this action.
2. After the LIHTC waiting list is updated based on the Reply Cards returned, a current status letter (Exhibit H) will be sent to each applicant informing the applicant of the position of their Pre-Application Card within the unit category. The current status letter will also inform the applicant that it is their responsibility to notify the Management office of any change in address, telephone number or telephone device for the deaf (TDD) number (if applicable).

**D. Closing/Reopening the Waiting List**

1. Closing the Waiting List  
Once the number of Pre-Application Cards for a unit size equals the projected unit turnover for that unit size for a three-year period (see chart below), and the Development has attained 95% occupancy, Pre-Application Cards will not be accepted and the Waiting List will be closed.

<u>Unit Size</u>	<u>Annual Projected Turnover</u>	<u>Maximum Pre-Application Cards (Annual Projected Turnover x 4)</u>
2 BR	5	20
3 BR	5	20
4 BR	5	20

2. Reopening the Waiting List  
**For LIHTC waiting list only:** If, based on Annual Projected Turnover, it is anticipated that all persons who have submitted Pre-Application Cards for a specific unit size will be housed within the next twelve months, the Waiting List for that population and unit size only will be reopened and Pre-Application Cards will again be accepted. Notice of the reopening the Waiting List will be presented to the general public through marketing efforts. The only exception to this notice will be in those cases where the Development is experiencing an unexpected vacancy loss due to unusual turnover. All persons contacting the Development regarding the Waiting Lists will be informed of this policy.
3. Exceptions with Regard to Closing the Waiting List  
If a development has a closed Non-Preference Waiting List, Management may place an applicant claiming a preference on one of the Preference Waiting Lists, unless Management determines that the applicable Preference Waiting List contains an

adequate pool of applicants to fill the expected vacancies. If this determination is made, the applicable Preference Waiting List will be closed. Management will inform all persons inquiring of this policy.

## **VI. THE INTERVIEW PROCESS**

### **A. Application Requirements**

A complete application includes the following information:

1. A written application submitted by the applicant household.
2. A credit and criminal report ordered by Management.
3. Verification of income, bank accounts and other assets, etc., as applicable for each applicant household.
4. Social security numbers for all members of the household, or a certification if a person has not been assigned a social security number.
5. Birth certificate, passport or other proof of citizenship status. Only applicants who are US citizens or eligible non-citizens may benefit from federally assisted units.
6. Documentation of the families VI-SPDAT Score.
7. Screening letter from the Social Service Agency YWCA

### **B. Completion of Application Process**

All applications will be processed within 15 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).

### **C. In Person Family Interview**

When the applicant completes the original application, the application will be preliminarily reviewed. The initial review will be for application completeness, to make sure that the application is legible and to determine, on the surface, if the applicant appears to qualify. This in no way means that an applicant qualifies, or is eligible. Eligibility can be confirmed only after all items which may have any bearing on the rent that the applicant may pay are verified: income, assets, family composition, etc. and all other admissibility requirements are met. The applicant must be determined eligible to be offered housing.

As an applicant's name approaches the top of the Waiting or General Interest List, or when an applicant is being offered housing, a formal interview will be scheduled. At the time the applicant is interviewed, all items on the application will be discussed and confirmed. Verification forms will be signed by the applicant authorizing management to verify all of these issues/items. Until all items are verified eligibility cannot be determined nor any housing offered. Management must make an attempt to verify all factors with "third party" written verification, per HUD Regulations and Procedures. Finally building rules and regulations will be reviewed by all members of the household.

## **VII. ELIGIBILITY REQUIREMENTS**

### **A. Income**

The annual gross income of the applicant must be less than or equal to the income limits established by the applicable program administrative rules for the appropriate household size.

### **B. Sole Residence**

The unit must be the applicant's sole residence in order for the applicant to be eligible for housing.

### **C. Section 8 PBV Eligibility**

Applicants of the fifty five (55) Section 8 PBV units must meet HUD's definition of homeless to qualify, have a history of chronic homelessness, participate in a social service screening, and have the ability and commitment to enter into a lease contract and engage in supportive services.

### **D. Eligibility of Students**

Households comprised of full-time students, as defined by LIHTC rules, are not eligible for housing at the Development unless they qualify for one of the exceptions as defined by LIHTC rules.

## **VIII. OCCUPANCY STANDARDS**

The unit applied for must have enough space to accommodate the applicant's household. In selecting a unit size for the applicant, Management's occupancy standards must comply with federal, state and local occupancy standards, and/or laws in connection with occupancy requirements, fair housing and civil rights laws, as well as landlord-tenant laws and zoning restrictions. For the purposes of the



**Madison Family Supportive Housing,**

- a 2 bedroom unit will accommodate no more than four (4) persons.
- a 3 bedroom unit will accommodate no more than six (6) persons.
- a 4 bedroom unit will accommodate no more than eight (8) persons.

**IX. SELECTION AND REJECTION CRITERIA**

Meeting the eligibility requirements under Section VI does not mean that an applicant will be a suitable tenant. All units must also meet the following selection and rejection criteria. Applicants determined to be suitable for tenancy must also pass CDA Section 8 screening and eligibility criteria in order to be offered a PBV unit. The ability of the applicant to fulfill lease obligations, along with any related explanations offered by the applicant concerning the facts involved, including any changes in circumstances, will be considered. 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**

1. 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, Management will provide the applicant with the reason for rejection and give the name of the credit bureau that performed the credit check. Applicants will also be given two weeks to dispute any information on the credit report.
2. The inability to verify credit references may result in rejection of an applicant. Special circumstances will be considered in which credit has not been established (income, age, marital status, etc.) and lack of credit history will not cause an applicant to be rejected. In such circumstances, Management may require that a person with a history of credit worthiness guarantee the lease.
3. The applicant's financial inability to pay his/her monthly contribution toward the rent of the unit will be assessed. Ordinarily, the total of the applicant's monthly contribution plus other long-term obligations (payments extending more than twelve months) should be less than 45% of his/her monthly gross income. Income ratios will be considered in the context of the applicant's credit and employment history and potential for increases in income.

**C. Criminal Convictions and Current Drug Use**

1. Applicants who fall into the following categories may be rejected. In addition, if other persons that will be living in the unit fall into these categories, the applicant may be rejected.
  - a) Criminal convictions that involved physical violence to persons or property, or endangered the health and safety of other persons within 3 years;
  - b) Criminal convictions in connection with the manufacture or distribution of a controlled substance within 3 years; or
  - c) Current addiction to or engagement in the illegal use of a controlled substance.
2. If an applicant is currently receiving treatment for addiction to a controlled substance, the applicant will not be rejected so long as he/she is meets all other tenancy requirements.
3. All circumstances regarding criminal convictions, including the period during which the convictions occurred, will be considered.
4. Management determines that an applicant's use or pattern of illegal use of a controlled substance or such person's use or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents or Management. (For the purpose of this Plan, "pattern" shall mean more than one incident.)
2. Applicants who fall into the following categories will be rejected.

- a) Any household member has been evicted from Federally-assisted housing for drug-related criminal activity, for three years from the date of eviction. If the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program or circumstances leading to the eviction no longer exist (e.g. the household member no longer resides with the applicant household) the Owner may, but is not required to, admit the household.
- b) Any household member is currently engaging in illegal drug use.
- c) Any member of the household is subject to a lifetime registration requirement or is currently registered under a state sex offender registration program. During the admissions screening process, the Owner must perform the necessary criminal history background checks in the state where the housing is located and in other states where the household members are known to have resided.
- d) The Owner determines that there is reasonable cause to believe that a household member's illegal use (or a pattern of illegal use) of a drug or abuse (or pattern of abuse) of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. (Screening standards must be based on behavior, not the condition of alcoholism.)
- e) Any member of the applicant's household has been convicted of the manufacture of methamphetamine on the premises of federally subsidized housing (lifetime).
- f) Violent criminal activity which indicates a pattern of violence that may threaten the safety of residents or staff.
- g) Any criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, the owner or any employee who is involved in the housing operations.
- h) Unlawfully obtaining government assistance.

**D. Unsanitary Housekeeping**

Housekeeping will be considered only if home visits are conducted (see Section VI (B)). Housekeeping criteria are not intended to exclude households whose housekeeping is only superficially unclean or disorderly if such conditions do not appear to affect the health, safety or welfare of other residents.

**F. Extenuating Circumstances**

The development has adopted the following policy regarding extenuating circumstances:

Extenuating circumstances will be considered in circumstances when applicants would normally be rejected. The applicant will have to provide in writing (from a third party social service agency) the circumstances where he/she will be an acceptable resident in the future.

If the applicant is a person with disabilities, Management must consider extenuating circumstances where this would be required as a matter of reasonable accommodation.

**XI. REJECTION PROCEDURES**

**A. Written Notification**

Each rejected applicant will be promptly notified in writing of the reason(s) for rejection (**Exhibit I**). This notice will advise the applicant that he/she may, within 14 days of receipt of the notice (excluding weekends and designated Federal holidays), respond in writing or request to meet with Management to discuss the notice. The notice shall also inform the applicant that responding to Management's notice does not prevent the applicant from exercising any legal rights he/she may have.

**B. Review of Rejected Applications**

The applicant will have 14 days (excluding weekends and designated Federal holidays) to respond in writing or request a meeting to discuss the rejection. Any meeting with the applicant or review of the applicant's written response will be conducted by a member of Management's staff and Supportive Service Staff who did not participate in the application

process or in the decision to reject the applicant. However the final decision will lie with the property management staff.

If the applicant appeals the rejection, the applicant will be given a final written decision from Management within five days (excluding weekends and designated Federal holidays) of the written response or meeting. If the decision is reversed, if the decision is reversed, the applicant will be offered a suitable LIHTC unit or referred to the CDA for Section 8 screening as required for a Section 8 PBV unit. If no such unit is available, the applicant will be offered the next appropriate unit.

**XII. SPECIAL OCCUPANCY CATEGORIES**

Applicants will be interviewed and processed as authorized in Sections V through VIII, with exceptions made as follows:

**Persons with Disabilities**

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.

Unless an applicant requests placement in an accessible unit, Management will not inquire whether a member of the applicant's household has a disability, or the nature or severity of any disability.

Should an applicant deem that an accessible unit is appropriate for the applicant's household, Management may inquire as to whether an applicant's household is qualified for the accessible unit.

If the household deems that the accessible unit is not appropriate for the household's needs, the household's name will be returned to its place on the Development's Waiting Lists, as applicable.

**XIII. SECTION 504 COORDINATOR**

If the Development employs 15 or more persons, a Section 504 Coordinator must be designated. Does the Development employ 15 or more persons?

\_\_\_\_\_ Yes \_\_\_\_\_ X \_\_\_\_\_ No

If "Yes" was checked, indicate the name of the Development's Section 504 Coordinator:

Name \_\_\_\_\_

Telephone Number: \_\_\_\_\_ TDD Number \_\_\_\_\_

**XIV. AMENDING THE TENANT SELECTION PLAN**

This Tenant Selection Plan may be amended only with the prior written approval of the owner/agent.

**XV. CERTIFICATION**

By signing this Tenant Selection Plan, Management certifies that the contents of this plan will be followed as written, and that no other Tenant Selection Plan has been executed for the development at this time, or will be executed in the future without written approval from the owner and agent.

Submitted:

**Management  
Heartland Housing, Inc.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kandyse McCoy-Cunningham, Director of Property Management  
Heartland Housing, Inc.

Owner  
By: \_\_\_\_\_, LLC  
By: \_\_\_\_\_, LLC, Managing Member

By: Heartland Housing, Inc., Sole Member

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Goldberg, Executive Director

**EXHIBIT A**

**RENT STRUCTURE**

Fifty-four (54) units have Project-Based Rental Assistance (PBRA) from the City of Madison Community Development Authority (CDA) and Dane County Housing Authority (DCHA). Tenants qualifying for these units will be responsible for paying 30% of their adjusted gross income for rent. CDA and DCHA will pay the Development the difference between the tenant's portion of the rent and the contract rent. The initial rent structure for the development is below.

Unit Type	# Units	# BRs	# BAs	Gross Rent (Mo.)
30% AMI Total	5	2	1	491
50% AMI Total	14	2	2	\$1,021
	11	3	2	\$1,408
60% AMI Total	12	3	2	\$1,408
	3	4	2	\$1,569

The rents shown are the initial rents set for the development. Periodically, a WHEDA-approved rent schedule will be generated, in response to owner submissions, and will constitute an addendum to the Tenant Selection Plan. Please refer to the current income and rent limits schedule published by WHEDA for the maximum allowable rent.

DRAFT

EXHIBIT B

DENIAL OF PREFERENCES LETTER

DRAFT

**EXHIBIT C**

**Marketing Reply Letter**

Not Applicable- Only Pre-Application will be sent on request

DRAFT

EXHIBIT D

Pre-Application (See attached)

DRAFT

**EXHIBIT E**  
**Waitlist (LIHTC Only)**

Pre-app Time	First Name	Last Name	Income	Letter Date	Comments	Accessible Unit Request	Preference Type	Address	City	State	Zip

DRAFT



**HEARTLAND  
ALLIANCE**  
HOUSING

EXHIBIT F

**Waiting List Update Letter  
(LIHTC Only)**

Date: \_\_\_\_\_

Dear \_\_\_\_\_:

We are currently in the process of updating our Waiting List for \_\_\_\_\_ Apartments. You have expressed in interest in living at our apartments and your name has been placed on our Waiting List.

If you are still interested in living at \_\_\_\_\_ Apartments, please return the enclosed card within 14 days of the postmark date (excluding weekends and designated federal holidays). **If you do not return the card in 14 days, you will be removed from our Waiting List.**

It is not necessary to call or come in to the office at this time. We will contact you when an apartment is ready and your name has reached the top of the Waiting List. If you have further questions, please feel free to contact me at the property. Thank you.

Sincerely,

Property Manager  
Name of Apartment Building  
Address  
Phone Number

208 S LaSalle Street, Suite 1300 Chicago, IL 60604 Ph 312.660.1300 Fax 312.660.1500 [www.heartlandalliance.org](http://www.heartlandalliance.org)



**HEARTLAND  
ALLIANCE**  
HOUSING

EXHIBIT G

Waiting List Reply Card (LIHTC ONLY)

WAITING LIST REPLY CARD

I AM STILL INTERESTED IN LIVING AT:

Apartment Name: \_\_\_\_\_

Your Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Unit Size Desired:    0 BR       1BR       2 BR       3 BR

208 S LaSalle Street, Suite 1300 Chicago, IL 60604 Ph 312.660.1300 Fax 312.660.1500  
[www.heartlandalliance.org](http://www.heartlandalliance.org)



DRAFT

EXHIBIT H

**Wait List Current Status Letter (LIHTC ONLY)**

N/a- This letter is not used

DRAFT

EXHIBIT I

Denial From Housing Letter

**HEARTLAND  
ALLIANCE**  
HOUSING

Date: \_\_\_\_\_

Dear \_\_\_\_\_:

Thank you for your interest in renting an apartment at \_\_\_\_\_ Apartments. After careful consideration of your application, we regret to inform you that we are not able to accept your application for tenancy at this time for the following reason(s).

- Unable to establish contact during the application process.
- Gross annual income is over the income limits established by our funding requirements.
- Unable to document the eligibility required for the property/unit.
- Insufficient/inaccurate information on the application.
- Negative Information on Background and/or Credit Check. You may get a copy of your results by contacting \_\_\_\_\_
- Household size not appropriate at the time of application.
- Insufficient evidence that essential requirements of tenancy can be met

If you wish to appeal this decision, please write a letter to Mrs. Kandyse McCoy-Cunningham, Director of Property Management, at 208 S. LaSalle Street Suite 1300 Chicago IL 60604, within 14 days of the postmark date (excluding weekends and designated federal holidays). If you have further questions, please feel free to contact me at the property. Thank you.

Sincerely,

Property Manager  
Phone Number

208 S LaSalle Street, Suite 1300 Chicago, IL 60604 Ph 312.660.1300 Fax 312.660.1500 [www.heartlandalliance.org](http://www.heartlandalliance.org)



**Heartland Housing, Inc.**  
**Pre-Application Card**

D. **This is a pre-application card for housing at (check all that apply):**

- |  |  |
|--|--|
| <input type="checkbox"/> San Miguel Apartments | <input type="checkbox"/> Leland Apartments                 |
| <input type="checkbox"/> Parkway Apartments    | <input type="checkbox"/> Mae Suites                        |
| <input type="checkbox"/> Karibuni Apartments   | <input type="checkbox"/> Los Vecinos                       |
| <input type="checkbox"/> Jazz on the Boulevard | <input type="checkbox"/> Prairie Apartments<br>(Milwaukee) |
| <input type="checkbox"/> Hollywood House       | <input type="checkbox"/> Canuchin Apartments               |

Name	Birth Date	Age	SS#	Time Student over the next 12 months Y or N

Address: \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_  
Phone: \_\_\_\_\_

**B. WHO WILL BE LIVING IN YOUR HOUSEHOLD**

Name	Relationship to head	Birth Date	Sex	SS#	Time Student over the next 12 months Y or N

**CURRENT HOUSING AND INCOME INFORMATION:**

Bedroom size requested (check one):

Studio     1 BR     2 BR     3 BR

Current Rent Amount: \$ \_\_\_\_\_ Are you currently homeless? \_\_\_\_\_  
Monthly Household Income: \$ \_\_\_\_\_ Your Current Employer or Source of Income: \_\_\_\_\_

Are you interested in an accessible unit or accommodation? \_\_\_\_\_

Do you have Pets? \_\_\_\_\_ Please

Describe \_\_\_\_\_

Case Manager's Name/Number/Email and Organization: \_\_\_\_\_

**PREFERENCE IN HOUSING:** If you qualify in one of the following categories, please check the box.

Verification will be required if you state a preference.

- |  |   |
|--|---|
| <input type="checkbox"/> Displaced from an urban renewal area      | <input type="checkbox"/> Displaced as a result of a governmental action |
| <input type="checkbox"/> Displaced as a result of a major disaster | <input type="checkbox"/> Homeless or referred from Homeless Prevention  |

\*This pre-application card does not guarantee you will be offered an apartment. You will need to complete a full application in order to be considered for housing.

208 S LaSalle Street, Suite 1818 Chicago, IL 60604 Ph 312.660.1300 Fax 312.660.1500  
www.heartlandalliance.org

F
<b>OR OFFICE USE ONLY</b>
Date of Pre-App.: _____
Time: _____
Income eligible: Y N
Household Size: Y N

