



An affordable non-profit housing corporation serving Michigan's housing needs

Index

Tab 1 – Professional and Experience

- ☐ Coversheet
- ☐ Cover Letter
- ☐ Biographies for Attorney Firms
- ☐ HUD Forms
 - HUD 5369b
 - HUD5369c
 - HUD 5370c
 - HUD 2530
 - H732
- ☐ List of MHT Projects
- ☐ Narratives for two projects
 - Little Rock
 - Woodward

Tab 2 – Quality of the Respondent Team

- ☐ Coversheet
- ☐ Resumes of Team Members
 - Van Fox
 - Dawn Everett
 - Troy Thelen
 - Donna McMillan
 - Paul Stoddard
 - Concept Design Studio
 - Quinn Evans Architects
- ☐ MHT Housing, Inc. Company Profile
- ☐ MHT Construction Company Profile
- ☐ Narrative for Project
 - Clay Apartments

Tab 3 – Quality of Property Manager and Relocation Services Provider

- ☐ Coversheet
- ☐ MHT Property Management Profile



An affordable non-profit housing corporation serving Michigan's housing needs

Tab 4 – Quality of Design Team

- ☐ Coversheet
- ☐ Flipbooks
 - Concept Design Studio
 - Quinn Evans Architects
- ☐ Pictures and narratives from some recent highlighted projects
 - Center Ridge Arms
 - Milwaukee Junction
 - 9100 on Gratio ũ

Tab 5 – Resident, PHA and Community Involvement

- ☐ Coversheet
- ☐ Company Profile for Activate Detroit (f.k.a. The Thomas Group)

Tab 6 – Section 3 and Diversity

- ☐ Coversheet
- ☐ Forms and Implementation Plan

Tab 7 – Desirability of Development Vision

- ☐ Coversheet
- ☐ Conceptional Site Plan

Tab 8 - Business Terms

- ☐ Coversheet
- ☐ Sample Term Sheet



An affordable non-profit housing corporation serving Michigan's housing needs

Tab 1 – Professionalism and Experience

- a. Provide cover letter
- b. Forms outlined in RFQ
- c. Listing of projects

Developer:

MHT Housing, Inc

Van Fox

Ph: 248-833-0550 Email: vanfox@mhthousing.net

Property Manager:

MHT Management, LLC

Troy Thelen

Ph: 616-337-7770 Email: TThelen@mhthousing.net

Tenant Relocation Specialists:

MHT Construction, LLC

Paul Stoddard

Ph: 947-224-8834 Email: PStoddard@mhthousing.net

Activate Detroit formally Thomas Group Consulting:

Buzz Thomas

Ph: 313-334-3488 Email: buzz@activatedetroit.com

Architects & Civil Engineers (Resumes included in Tab A.2)

Concept Design Studio, Inc

Kyle Osterhart

Ph: 231-799-4838 Email: kyleosterhart@conceptdesignstudio.net

Quinn Evans Architects

Sandra Little, FAIA

Ph: 313-518-1432 Email: slittle@quinnevans.com

Attorney (Firm biographies included in this Tab)

Applegate & Thorne-Thomsen, P.C.



An affordable non-profit housing corporation serving Michigan's housing needs

Andrew Massman

Ph: 312-491-4433 Email.: amassmann@att-law.com

Jaffe Raitt Heur & Weiss, P.C.

Michael Jacobson

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Forms following attachments

HUD- 5369-b

HUD- 5369-c

HUD- 5370-c

HUD- 2530

H732

List of Projects

Please see the attached list of all MHT developments as well as narratives from some highlighted projects from the past few years: Reverend Dr. Jim Holley Residences and Woodward Ave Apartments.



November 28, 2022

VIA PERSONAL DELIVERY

Detroit Housing Commission

Attn: Dorice Liggons-Blackshear, Procurement Manager

1301 E. Jefferson

Detroit, MI 48207

**RE: Submission to Detroit Housing Commission Request for Qualifications– Development Partner
for Redevelopment of the Villages at Parkside**

Dear Ms. Liggons-Blackshear:

Please accept this submission from MHT Housing, Inc. for the Request for Qualifications for a development partner for the redevelopment of the Villages at Parkside.

MHT Housing, Inc. ("MHT") offers development, financing, lending, management, consulting, and construction experience. The MHT family of companies includes a construction company, project management company, and a Community Development Financial Institution (CDFI)/mission-driven affordable housing consulting practice. These various companies, all controlled by the same board and officers, offer a one stop shop to reposition and redevelop existing assets such as the Villages at Parkside.

In addition to our in-house construction company and property management division, MHT also benefits from our newly formed Community Development Finance Institution ("CDFI"), CORE Community Partners ("CORE"). CORE was created over three years ago to help carry out MHT's goal of assisting more people in the State of Michigan. CORE is the consulting and lending arm of the MHT family of companies.

MHT, a metro-Detroit based, non-profit developer, has over 30 years of experience in affordable housing. With almost 12,000 units under our management, 6,000 of which we are also the developer/owner, MHT has experience in all types of multi-family housing development including mixed-income, mixed-financing, new construction, rehabilitation, and adaptive reuse among others. MHT specializes in building attractive units while respecting the tenants and neighbors surrounding our housing communities. MHT's extensive history has helped in building a strong reputation across the affordable housing community. As we have grown, we have formed partnerships with other related businesses to help support the development of housing from multiple vantage points and have used our substantial institutional knowledge to assist others in establishing and preserving safe, dignified, and desirable housing. With the assistance of our family of companies, we are well equipped to secure the partnerships necessary to build the housing necessary to help your community thrive.



Being a Michigan-based developer, we are acutely familiar with the local, county, and state regulations that will be faced with in this redevelopment. Furthermore, MHT is the owner, developer, and property manager of 48 properties in the City of Detroit. In the next three months alone, MHT will be closing on 3 new construction buildings in Detroit totaling 139 units and 3 rehabs of existing affordable housing properties in Detroit totaling 560 units.

We fully anticipate utilizing our local relationships in an effort to spread all the benefits associated with the redevelopment of the Villages at Parkside to the residents as well as the neighboring community of businesses and residents. MHT and its family of companies, including its property management division, work with well over 500 either Michigan-based or companies with a significant presence in the State of Michigan and makes all practical efforts to use local vendors.

MHT has completed nearly half a billion dollars in affordable housing development. We are a nonprofit organization that takes pride in our properties and really want to provide people with great housing that they are proud of. Our goal is to exceed expectations and provide for our residents. We work with the local municipality to ensure we are delivering a property that meets the need of their communities and that they can also be proud of. We have taken vacant land that was an eyesore in the community for ages and developed gorgeous buildings. We have refreshed tired buildings, and we have breathed new life into old commercial buildings by turning them into attractive and creative housing units.

MHT has been very successful in receiving awards from several affordable housing financing programs, including but not limited to: both 4% and 9% Low Income Housing Tax Credits, State and local HOME funds, Fannie Mae debt instruments, Historic Tax Credits, State and local financing, State and local voucher assistance, HUD funds, and other creative funding mechanisms to help make complicated projects come to fruition. MHT has recently completed work with the Bay County Housing Authority on a Streamline Voluntary Conversion ("SVC") project with HUD and has been competitively awarded contracts to complete up to 11 RAD conversion full property renovations by the Flint Housing Commission. The Bay County Housing Authority's SVC project was the first to close in the state of Michigan and we have developed in-house expertise at this process.

Being an in-state development partner with existing strong ties to Detroit, we would be easily accessible to the Detroit Housing Commission as well as members of the community and will work with the Housing Commission to assist and mentor in the development process as needed. We would approach these developments as true partners, intent on carrying out the Detroit Housing Commission and resident's vision for these properties and seeking to deliver the best funding method to make it a successful process that the entire community will be proud of. Community and resident engagement is critical to our process from start to finish and we would look to the Housing Commission to help us genuinely engage with the community and housing commission residents for input. We are proud of each of the affordable housing communities we have produced as owner, developer, general contractor, and/or property manager and would welcome a visit to any of our residential communities, so the Housing Commission is able to see first-hand the type work we have successfully completed.

We have reviewed the Scope of Services outlined in the RFO. MHT is willing to and has the ability as well the necessary expertise to perform the duties as described in the following categories:



- 3.1 Regulatory, Due Diligence, and Contracting
- 3.2 Financing and Design
- 3.3 Construction
- 3.4 Recordkeeping and Communications
- 3.5 Asset Management, Operations and Stabilization

Please see the cover sheet in Tab 1 which identifies the required team members and their contact information.

We are excited about the opportunity to submit our RFQ package and appreciate your time and consideration.

Very truly yours,

A handwritten signature in blue ink, appearing to read "T. Van Fox", is written over a blue horizontal line.

T. Van Fox
President
MHT Housing, Inc.
248-760-1299

FIRM PROFILE AND QUALIFICATIONS

Affordable Housing and Community Development

The cornerstone of Applegate & Thorne-Thomsen's practice is our extensive experience through years of representing tax credit syndicators, investors, developers, lenders, public housing authorities and local community development organizations, among others, in the acquisition, rehabilitation, construction and preservation of affordable housing and the revitalization of communities. Serving this broad base of clients affords us a unique understanding of the varied business and legal issues that are an integral part of housing and community development. We understand the complexity of multi-layered finance transactions and work proactively with our clients to structure transactions to address issues before they arise. We combine our project management skills with the latest technology, including interactive web based due diligence sites, to move transactions towards closing in the most expeditious and cost-effective manner possible. The strength of our Firm is our attorneys and our legal staff. Each attorney and staff member is passionately committed to our practice and the clients we serve. Our backgrounds are diverse: Many of the attorneys and members of the legal staff previously worked in large firm real estate and tax practices, while others worked in among others, the tax department of a Fortune 100 corporation, the development corporation of a national bank, a housing advocacy organization, a tax credit syndicator and the City of Chicago's Corporation Counsel's Office for affordable housing and community development. The firm currently boasts 36 attorneys and 14 paralegals, nearly all of whom focus on affordable housing and community development work.

We have significant experience with federal low-income housing tax credits, historic tax credits and new markets tax credits, and have closed hundreds of tax credits for syndicators and investors throughout the United States and Puerto Rico. In addition to the various low-income, historic, new markets, energy and donation tax credits with which we have worked regularly, we have vast experience with federal, state and local grant and loan programs for multi-family housing, public housing redevelopment programs, transfers of physical assets, loan management matters and other public and privately finance, assisted and insured lending transactions involving multifamily, including:

- ¶ Affordable senior housing, including the HUD 202 program and assisted and supportive living facilities;
- ¶ Public housing revitalization, including HOPE VI, RAD and other mixed finance developments;
- ¶ Zoning and land-use;
- ¶ FHA-Insured multifamily finance programs;
- ¶ Tax-exempt bond financing;

Tax and Syndication:

In the development of real estate, we advise clients with respect to organizational and tax issues arising out of the formation and operation of corporations, partnerships, joint ventures and limited liability companies. The decision to utilize a pass-through entity such as an S corporation, partnership or limited liability company is frequently tax-drive. We have the necessary tax expertise to ensure that the negotiation of the governing agreements result in terms that reflect both the tax and economic objectives of our clients. We also have nationally recognized tax expertise in transactions involving the low-income housing, historic and new markets tax credit programs.

The Firm assists clients in the placement of equity interests, primarily the real estate industry. Our work in this area involves the preparation of the necessary offering memorandum and collateral documentation. We have assisted in the establishment of equity funds for investment in commercial and residential rental properties.

Our Firm

Southfield

27777 Franklin Rd., Suite 2500
Southfield, MI 48034
248-351-3000
www.jaffelaw.com

About Jaffe

Our firm was founded in 1968 by entrepreneurially-minded attorneys with a common vision: to form a law firm dedicated to providing exceptional hands-on, responsive, and solutions-oriented legal services. While our practice has continually evolved to meet the changing needs of our diverse clients, both big and small, our tradition of excellence, success, and dedicated personal attention has remained as strong as ever. Jaffe represents the best of all worlds: the vast knowledge, experience, and resources of a large law firm with the personalized standard of care of a small one.

At Jaffe, we approach every client's challenges as though they are our own and we value and respect each relationship. We are proud of our work and we are committed to serving our clients, celebrating our inclusive company culture, and giving back to our community.

Our Mission

Our goal is to provide a professional, creative, and results-oriented legal team and to be a trusted advisor and partner in each client's success. We know you depend on us to resolve your most difficult legal challenges and we make it our priority to exceed your high expectations in every way.

Our Clients

Relationships are important to us. Whether you are an individual or small business, entrepreneur or industry leader, you can be assured that we will work hard for you throughout our entire relationship. We will advise you honestly, treat you fairly, and respect your trust in us completely.

Our Attorneys

Jaffe attorneys are demonstrated leaders in their respective fields and represent a wide variety of industry knowledge, technical skills, and dedication to client needs. For decades, clients have chosen Jaffe attorneys to represent them in their most complex legal matters, both in Michigan and nationwide.

Recognized both locally and nationally as experts in their fields, Jaffe attorneys are sought-after guest lecturers and adjunct professors of law at prestigious universities and hold important leadership positions within local, state, and national bar associations. Outside of the office, Jaffe attorneys share their knowledge and passion through civic and charitable activities, industry leadership, political processes, and entrepreneurial ventures.

Our Affiliations

TAG Alliances®

Jaffe is proud to be the only Michigan law firm member of TAG Alliances®, a worldwide alliance of law firms and CPA firms comprising of more than 18,000 professionals in over 110 countries. Through TAG Alliances, we seamlessly offer our clients access to the resources of more than 300 leading law offices across the country and around the world who share our remarkable commitment to client service, innovation, and sophisticated legal representation. Jaffe has been a TAG Alliances® member since 2000. For additional information [click here](#).

The Participating Group

Jaffe is a member of The Participating Group, a network of law firms throughout North America that share information and resources in the areas of law practice management and legal representation. We are proud to have this invaluable resource and the referral options of this affiliation at our fingertips.

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

- (a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.
- (b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.
- (c) Offers for services other than those specified will not be considered.

2. Submission of Offers

- (a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
- (b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
- (c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Offerors shall acknowledge receipt of any amendments to this solicitation by
 - (1) signing and returning the amendment;
 - (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
 - (3) letter or telegram, or
 - (4) facsimile, if facsimile offers are authorized in the solicitation.The HAHUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

- (a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -
 - (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;

- (3) Have a satisfactory record of integrity and business ethics;

- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and

- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HAHUD.

- (b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

- (a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HAHUD that the late receipt was due solely to mishandling by the HAHUD after receipt at the HA;

- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

- (b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

- (c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

- (d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

- (e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and
- (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here.]

Certifications and Representations of Offerors

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, 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 form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HAs Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeree represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeree, the bidder/offeree:

- (1) ☐ has, ☒ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☒ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeree shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeree shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeree represents and certifies as part of its bid/offer that it:

(a) ☐ is, ☒ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☒ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☒ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- ☐ Black Americans ☐ Asian Pacific Americans
☐ Hispanic Americans ☐ Asian Indian Americans
☐ Native Americans ☐ Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeree certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeree or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeree, directly or indirectly, to any other bidder/offeree or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeree to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeree's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeree's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeree's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.



11/23/22

Signature & Date:

T. Van Fox

Typed or Printed Name:

President

Title:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2527-0157 (exp. 11/30/2023)

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Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(i) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof, which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract, except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or

modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include

consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(i)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement, in accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be allowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically allowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employee or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor/seller or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract



An affordable non-profit housing corporation serving Michigan's housing needs

HUD Forms

MHT will complete HUD Form-2530 upon award.



US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Controlling Participant(s) of Covered Projects (See instructions)		For HUD HQ/FmHA use only	
Reason for submission:			
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) ☐ Existing ☐ Rehabilitation ☐ Proposed (New)

7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %

Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number (TIN)

Certifications: The controlling participants(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) certify that the information provided on this form and in any accompanying documentation is true and accurate. I/we acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment. The controlling participants(s) further certify to the truth and accuracy of the following:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
 - e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the controlling participants who propose to participate in this project are listed above.
4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Controlling Participant	Signature of Controlling Participant	Certification Date (mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)		Area Code and Tel. No.	

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Controlling Participants' Name (Last, First)	
2. List of previous projects (Project name, project ID and, Govt. agency involved)	
3. List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant)	
4. Status of loan (current, defaulted, assigned, foreclosed)	
5. Was the Project ever in default during your participation Yes No If yes, explain	
6. Last MOR rating and Physical Insp. Score and date	

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness, recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Staff	Processing and Control	Signature of authorized reviewer
Tel No. and area code	Signature of authorized reviewer		
☐ A. No adverse information, form HUD-2530 approval recommended.		☐ B. Name match in system	
☐ C. Disclosure or Certification problem		☐ D. Other (attach memorandum)	
Approved		Date (mm/dd/yyyy)	
☐ Yes ☐ No			

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

Purpose: This form provides HUD/USDA FmHA with a certified report of all previous participation in relevant HUD/USDA programs by those parties submitting the application. The information requested in this form is used by HUD/USDA to determine if you meet the standards established to ensure that all controlling participants in HUD/USDA projects will honor their legal, financial and contractual obligations and are of acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify and submit your record of previous participation, in relevant projects, by completing and signing this form, before your participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law 42 U.S.C. 3535(d) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Purpose: The information collected by form HUD-2530 is required for principals applying to participate in multifamily programs to become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility, and eligibility.

Routine Use: The information collected by this form will not be otherwise disclosed outside of HUD, except to public agencies and private sector sources for automated processing of your records and for requesting information about you for participant approval; to appropriate agencies, entities, and persons when it is reasonably necessary to mitigate a breach or related incident; to Federal, state and/or local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions or for other inquiries.

Disclosure: Providing the information is voluntary. You must provide all information requested in this application, including your SSN. Without prior approval or information, a controlling participant may not participate in a proposed or existing multifamily or healthcare project.

SORN ID/URL: <https://www.govinfo.gov/content/pkg/FR-2016-07-29/pdf/2016-18026.pdf>

H732-Attachment II

Non-Discrimination

In accordance with the U.S. Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity including, but not limited to Title VI (42 USC 2000d, et seq.) and Title VII (42 USC 2000e, et seq.) of the Civil Rights Act of 1964 (P.L. 88-352, 78 Stat. 241) and the U.S. Department of Justice regulations (28 CFR Part 42, et seq.) and the U.S. Department of Labor regulations (29 CFR Part 1601, et seq.) issued pursuant to those Titles, Executive Order 11246 (September 24, 1965) as amended, the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the Contractor agrees that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular assignment or position. The Contractor hereby recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenant against discrimination, against itself or its subcontractors connected directly or indirectly with the performance of this Contract.

In addition, the Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

(End of Attachment II)

DHC FILE NO. H732

DHC FILE NO. H732

ATTACHMENT II

Non-Discrimination Clause

Affordable Housing Developments in Michigan

MHT Housing, Inc.

General Partner/ Member Name:	MHT Housing, Inc.										
Name and Project Number of Project Owned	City and State	Number of Units	Construction type	Date of Ownership (mm/dd/yy)		Date Project Last Placed in Service	Type of Financing as defined by Tier 1 in Scoring Criteria Section D, #1	LIHTC Project?	8609 issue date (mm/dd/yy)	Has the project materially defaulted on any obligation?*	Income target
				Begin	End						
9100 on Gratiot	Detroit, MI	36	New Construction	11/25/2018		4/8/2019	LIHTC	Yes	9/14/2020	No	30,40,50,60%
Adams Senior Village II	Westland, MI	120	Acq./Rehab	11/1/2003		2/24/2016	LIHTC/HUD 223F	Yes	7/23/2018	No	40,50,60%
Ambrose Ridge II	Plainfield Twp, MI	84	Acq./Rehab	6/15/1996		1/31/2018	LIHTC/MSHDA	Yes	8/12/2020	No	60%
Apple Ridge aka Village of Kalamazoo	Kalamazoo, MI	56	Acquisition	1/8/2010		12/18/2020	LIHTC/HUD 223F	Yes	9/8/2022	No	25,30,45,50,60%
Aspen Hills II	Garfield Township, MI	70	Acq./Rehab	8/6/2002		8/29/2019	LIHTC/HUD 223F	Yes	9/10/2020	No	60%
Benjamin Manor	Highland Park, MI	81	Acq./Rehab	1/31/2012		NA	NSP/MSHDA	No	NA	No	50,60%
Calumet II	Detroit, MI	104	Acq./Rehab	12/30/1991		12/27/2007	LIHTC/MSHDA	Yes	10/8/2009	No	60%
Camelot Hills II	Lansing, MI	102	Acq./Rehab	6/20/2003		10/23/2019	CONV/LIHTC	Yes	12/6/2004	No	60%
Cass Apartments aka Arthur Antisdel	Detroit, MI	41	Adaptive Re-use	11/1/2012		11/22/2013	LIHTC/MSHDA	Yes	3/4/2016	No	60%
Centerline Park Towers	Center Line, MI	300	Acq./Rehab	4/21/2005		1/1/2006	221D4/LIHTC	Yes	10/10/2006	No	50%, 60%
Chase Run III	Mt. Pleasant, MI	160	Acq./Rehab	7/12/1997		12/31/2017	CONV/LIHTC/MSHDA	Yes	Pending	No	60%
Clay Apartments	Detroit, MI	42	New Construction	3/12/2019		9/25/2020	CONV	Yes	Pending	No	PSH / 30%
Colonial Meadows	Pontiac, MI	82	Acquisition	6/1/2011		8/24/1993, Rehab in progress	MSHDA	Yes	12/20/1993	No	30,50,60%
Dauner Haus II	Fenton, MI	41	New Construction	12/21/1995		2/26/1997	LIHTC/CONV	Yes	3/9/1998	No	50,60%
Dauner Haus III	Fenton, MI	151	Acq./Rehab	6/27/1995		9/30/2008	LIHTC/CONV	Yes	10/8/2009	No	60%
Dearborn Town Center Senior	Dearborn, MI	77	New Construction	12/8/2017		12/5/2018	LIHTC	Yes	Pending	No	40%, 60%
Delhi Stratford Place	Holt, MI	96	Acquisition	12/28/2010		1/13/2006	MSHDA/LIHTC	Yes	12/9/2010	No	50,60,mkt
Dickerson Manor	Detroit, MI	66	New Construction	9/1/2010			CONV/LIHTC	Yes	3/1/2013	No	45,50,60%
Gabrielle	Highland Park, MI	336	Acq./Rehab	6/24/1994		12/1/1994	MSHDA/LIHTC	Yes	12/27/1994	No	60%
Glendale Buena Vista	Highland Park, MI	93	Acq./Rehab	12/31/1991		12/30/1991	MSHDA/RAP/LIHTC	Yes	12/29/1993	No	60%
Highland Manor	Highland Park, MI	48	New Construction	9/10/2009		3/16/2010	LIHTC/221 D4	Yes	1/30/2012	No	60%
Hope Senior	Oxford, MI	50	New Construction	3/15/1993		12/17/1993	TAXABLE BOND/MSHDA/LIHTC	Yes	12/29/1993	No	60%
Jefferson Meadows	Detroit, MI	83	Acquisition	11/1/2011		n/a	MSHDA HOME//LIHTC	Yes	n/a	No	30,35,40,60%
Jefferson Square II	Detroit, MI	180	Acq./Rehab	12/30/1991		12/17/2007	HUD/221 D4	Yes	10/26/2009	No	30,40,60%
Jennings Senior Living	Detroit, MI	46	Adaptive Re-use	7/10/2014		8/28/2015	LIHTC/HOME	Yes	2/27/2017	No	40,60%
Maplewood Manor	Bay City, MI	158	Acq./Rehab	2/27/2015		12/30/2015	LIHTC/ HUD 221D4	Yes	11/9/2017	No	PHA
McDonald Square II	Detroit, MI	180	Acq./Rehab	12/30/1991		9/26/2007	MSHDA/LIHTC	Yes	3/18/2009	No	60%
Mill Pond Manor II	Brighton, MI	58	Acq./Rehab	3/22/2013		6/1/2016	LIHTC/ HUD 221D4	Yes	5/7/2018	No	60%
Milwaukee Junction	Detroit, MI	25	New Construction	5/7/2020		5/7/2020	CONV	Yes	Pending	No	40%, 50%, 80% & Market

Newman Court Apartments	Pontiac, MI	172	Acq./Rehab	11/8/2017		10/25/2018	LIHTC/HUD 223F/BOND	Yes	Pending	No	60%
Oakwood Senior	Eastpointe, MI	44	New Construction	6/27/2012		7/1/2013	NSP/HOME	No	n/a	No	40,50%
Pablo Davis II	Detroit, MI	75	Acq./Rehab	11/28/2018		12/31/2019	CONV/LIHTC	Yes	Pending	No	30,40,60%
Palmer Court Townhomes	Detroit, MI	173	Acq./Rehab	10/20/2010		10/13/2011	MSHDA/LIHTC	Yes	12/6/2012	No	60%, mkt
Parkview Place II	Detroit, MI	199	Acq./Rehab	5/1/2002		12/30/2002, Rehab in progress	LIHTC/Pass Thru	Yes	7/31/2003	No	40,50,60%
Prince Hall Place	Detroit, MI	156	Acq./Rehab	11/1/2009		1992	CONV/MSHDA	Yes	7/11/2013	No	50%,60%
Reverend Dr. Jim Residences	Detroit, MI	60	New Construction	12/15/2021		under construction	LIHTC/MSHDA	Yes	Pending	No	60%
Ridgewood Vista	Jackson, MI	150	Acq./Rehab	6/27/1993		9/23/2008	LIHTC/MSHDA	Yes	10/20/2009	No	60%
River Terrace	Benton Harbor, MI	270	Acq./Rehab	6/23/2006		1/1/2007	LIHTC/MSHDA	Yes	3/11/2008	No	60%
Shiloh Commons	Flint, MI	125	Acq./Rehab	3/19/2020		12/22/2020	LIHTC/MSHDA	Yes	Pending	No	30,50,60%
Silver Creek II	Flat Rock, MI	111	Acq./Rehab	1/12/1997		12/31/2017	CONV/LIHTC/MSHDA	Yes	Pending	No	60%
South Hill II	Milford, MI	120	Acq./Rehab	8/10/2007		10/11/2007	MSHDA/LIHTC	Yes	1/28/2009	No	60%
Tri City Village	Watervliet, MI	56	Acq./Rehab	4/19/2006		4/19/2006	HUD 221D4/LIHTC	Yes	6/28/2007	No	50,60%
University Club	Detroit, MI	120	Acq./Rehab	1/1/2010		n/a	MSHDA/HOME	No	n/a	No	30,50,mkt
Van Dyke Center II	Detroit, MI	200	Acq./Rehab	8/16/2007		11/8/2007	MSDHA/LIHTC	Yes	3/13/2009	No	60%
Village of Royal Oak	Royal Oak, MI	147	New Construction	2/1/2010		10/24/2011	LIHTC/MSHDA	Yes	9/17/2012	No	50,60%
Village Park	Detroit, MI	57	Acq./Rehab	2/1/2012		2/1/2012	NSP/HOME/MSHDA	Yes	n/a	No	50%,120%
Vista Villa	Saginaw, MI	100	Acq./Rehab	6/14/1993		6/1/1994	MSHDA/LIHTC	Yes	12/27/1994	No	30,45,60%
Walnut Grove II	Grand Rapids, MI	80	Acq./Rehab	6/20/2003		12/12/2018	CONV/LIHTC	Yes	Pending	No	60%
Wildwood	Westland, MI	229	Acq./Rehab	4/28/2011		12/1/2011	LIHTC/221D4	Yes	9/12/2013	No	50,60%

Project Narrative – Little Rock

The Historic Little Rock Missionary Baptist Church (“Little Rock”) and their partner MHT Housing, Inc. (“MHT”) plan to move forward with the new construction of a four-story affordable senior apartment community located on the site of the former Detroit Public School System facility at 9001 Woodward Avenue, Detroit, Michigan 48202. The existing building will be demolished to make way for this new development. Appropriately named the “Reverend Dr. Jim Holley Residences,” the property will feature 60 one-bedroom apartment units and roughly 5,000 square feet of Woodward-facing commercial space all managed by MHT’s affiliated managing agent MHT Management, LLC. MHT and Little Rock earned a Conditional Award for 100% coverage (60 units) of Project Based Vouchers from the Detroit Housing Commission to add much needed affordability to Detroit’s North End neighborhood. As part of the submission, the Partnership plans to split the development in half and submit 30 units as a 9% LIHTC development with MSHDA taxable bond financing and the remaining 30 units as a 4% LIHTC development with MSHDA tax-exempt bond financing. Additionally, the commercial component will operate under a separately owned, third condominium of the overall development with the entity controlled by MHT and Little Rock. Under this structure, the Partnership is competing for “4%/9% Developments” points under Section D(1) of MSHDA’s 2019-2020 LIHTC Scoring Criteria. With MHT’s 30 years of affordable development experience, MHT Management’s 15+ years of affordable management experience, and Little Rock’s 80+ years as a community member in the neighborhood, the team feels that this dynamic housing platform will succeed in one of Detroit’s most historic neighborhoods. The Partnership is submitting for an allocation of Low-Income Housing Tax Credits in the Michigan State Housing Development Authority’s (“MSHDA”) **June 2020 funding round.**

Project Location

The Property will be located at 9001 Woodward Avenue, Detroit, Michigan 48202. The development plan includes the demolition of the former Detroit Public School System’s administrative building and construction of the new 60-unit mixed use development. Parking for the development will be offered with 18 spaces on site and 68 spaces directly across Taylor Street at a surface lot controlled by Little Rock and located at 8951 Woodward Avenue. This location earns a score of “80 – very walkable” on Walkscore.com’s scale and achieves a high site selection self-score on MSHDA’s scoring criteria for LIHTC investment. Exemplifying the high Walkscore, the project sits within 1-mile of a full-service grocery store, pharmacy, general practice Dr. Office/Clinic, park, a public school, and more than \$50 million of private and public investment. Further, the property benefits from four transit routes within 500 feet of the proposed front door. The Detroit Department of Transportation’s (“DDOT”) #004 Bus Route (“Woodward”) and #011 Clairmount services the Woodward Ave. and Clairmount Ave. stop, taking residents to a variety of neighborhoods and downtown Detroit landmarks. Additionally, the SMART bus routes #450 and #460 also services a variety of neighborhoods and allows access as far as the City of Pontiac.

It is important to note that the development sits within the City of Detroit’s Targeted Multifamily Housing Areas “Greater Downtown” and is in a Federally recognized Opportunity

Zone. With the combination of these designations, the development is located in an impactful area with a high demand of affordable housing.

Affordability & Unit Mix

The Project will consist of 60 one-bedroom, one-bathroom units that are projected to be 600 square feet. All 60 units will be targeted at or below 60% of Area Median Income and restricted for senior residents. The Partnership has been competitively awarded Project Based Vouchers from the Detroit Housing Commission and all 60 units will receive Project Based assistance, and the Detroit Housing Commission has agreed to split the 60-unit award so that 30 units of rental assistance will be available for the 4% phase and 30 units of rental assistance will be available for the 9% phase. A copy of this Section 8 PBV award is viewable in Exhibit 31. Please note that the Partnership is valuing the Section 8 rents using 110% of the 2020 HUD approved FMRs for 1-Bedroom units in Wayne County. Further, it is underwritten that the Landlord will pay for all resident utilities. Further complementing the Section 8 award, the MSHDA market analyst designated the project as a “Conditional Go,” with the only condition as the receipt of the DHC PBV award. Therefore, with the DHC award secured, both Novogradac and the MSHDA market analyst recommend that the project should proceed as proposed. The Partnership intends to keep units affordable for 45 years.

4%/9% Specifics

The overall development is planned to be split into two residential phases and a commercial component, for a total of three phases, all of which will be closed simultaneously, and allowing for the development to receive the “4%/9% Developments” points. Phase One will include 30 units and be financed with 4% LIHTC equity, MSHDA gap financing, City of Detroit HOME, a MSHDA tax-exempt bond permanent mortgage, and a General Partner note. Phase Two will include 30 units and be financed with 9% LIHTC equity and a MSHDA taxable bond permanent mortgage. The commercial space will be separated into third component, with the costs of “white-boxing” the space prorated over the other two residential phases, and the remaining land and site related costs being financed by a General Partner note. A summary of the sources and uses of the development broken out by phase are as follows:

Financials

	4%	9%	Commercial
MSHDA Tax Exempt	1,905,358		
MSHDA Taxable/Conv		951,401	
LIHTC Equity	1,858,807	9,384,000	
MSHDA Gap Funding	381,072		
Detroit Home	2,000,000		
GP Note	1,069,797		61,897

Further details of each phase of the development and the respective cost breakdowns can be found in the enclosed proformas illustrating the 4%/9% financing structure and in Exhibit 29 related to 4%/9% Developments. Please note that the development team consulted with Tax Counsel at Applegate & Thorne-Thomsen for a review and recommendation of the cost breakdown structure of the three condominiums in the development. The Sponsor further provided a copy of the proposed structure to MSHDA's Direct Lending Team for review of the 4% LIHTC pro forma and received their conditional approval.

Construction Features & Projected Amenities

Construction of the project is projected to last 14 months to build the new approximately 54,000 square foot structure and to complete all three phases. The development team, contractor, and architect plan to certify to complete the development in accordance with Enterprise Green Environmental Criteria, accessible community space over 1,000 square feet, 10% barrier free and 100% Visitable units. In addition, the Partnership has worked closely with the City of Detroit's design team to build and construct the property in accordance with neighborhood features and earned site plan & zoning approval on March 13, 2020. Please note that as part of the "split" submission the Partnership has submitted a trade payment breakdown specifying the hard costs for the completion of this 9% LIHTC phase. The construction costs for each phase of the project, as well as all other soft costs, have been determined based on the square footage size of each phase as identified in the enclosed letter from the project architect, Kem-Tec.

The Project will feature first class amenities for its residents. Each unit will feature energy efficient appliances including washers and dryers, frost free refrigerators, ovens, ranges with hoods, disposals, microwaves, and central air conditioning. To satisfy local zoning and site plan requirements, the development will feature both on-site and auxiliary parking to the immediate South of the residential building. The condominium ownership entities have entered into a long-term parking agreement with Little Rock to allow access for residential and commercial parking on the site of 8951 Woodward Avenue for perpetuity. A copy of this agreement is viewable in Exhibit 27. Additionally, the property will also feature a community space with galley kitchen.

Partnership

MHT has 30 years of affordable housing development experience in the State of Michigan and is a 501(c)(3) nonprofit organization. MHT serves as the general partner or managing member of over 6,500 elderly and family units and has been successful in obtaining multiple funding sources for preservation, adaptive reuse, and new construction projects, that include HOME and NSP funding, Brownfield and Historic tax credits, HUD221(d)4 and Fannie Mae loans.

The property will be managed by MHT's affiliated management agent, MHT Management, LLC. MHT is a nonprofit housing corporation whose mission is to provide & develop affordable housing. MHT also has been recognized for providing services within the Detroit community including a nationally recognized Summer Workforce program for City of Detroit teens, after school tutoring and after school meals, backpacks for kids, eviction diversion program, a gun buy back,

Detroit vacant land clean up, Detroit Police Department Support and coordination with Meals on Wheels and PACE SE Michigan.

The Historic Little Rock Missionary Baptist Church is a staple in Detroit's North End neighborhood and serves as a beacon and anchor for thousands of parishioners that attend the weekly services. Led by Reverend Dr. Jim Holley, the Church laid its roots in Detroit in 1936. Rev. Holley has been the Church's pastor for 43 years and continues to promote spiritual and cultural developments in the neighborhood. The Reverend Dr. Jim Holley Residences will add another piece of community engagement to the neighborhood and continue to fulfill the Reverend's deep-rooted legacy of leadership. Please see attached biography of Reverend Dr. Jim Holley.

The proposed Partnership structures are as follows:

- ¶ 9% LIHTC Condo:
 - Ownership Entity: Little Rock II Limited Dividend Housing Association, LLC
 - Managing Member: Little Rock MM, LLC
 - Á 50% Member: The Historic Little Rock Missionary Baptist Church
 - Á 50% Managing Member: MHT Housing, Inc.
 - Investment Member: Stratford Entity, TBD
- ¶ 4% LIHTC Condo:
 - Ownership Entity: Little Rock Limited Dividend Housing Association, LLC
 - Managing Member: Little Rock MM, LLC
 - Á 50% Member: The Historic Little Rock Missionary Baptist Church
 - Á 50% Managing Member: MHT Housing, Inc.
 - Investment Member: Stratford Entity, TBD
- ¶ Commercial Condo:
 - Ownership Entity: Little Rock MM, LLC
 - Á 50% Member: The Historic Little Rock Missionary Baptist Church
 - Á 50% Managing Member: MHT Housing, Inc.

Jobs Created

Based on previous projects of similar size and scope completed by MHT, it is estimated that 75 temporary construction jobs will be generated, and two full time positions will be created at time of occupancy. Full time positions include a property manager/leasing official and maintenance technician.

Development Team

Co-Managing Member & Sponsor:

Reverend Dr. Jim Holley – The Historic Little Rock Missionary Baptist Church
Ph: 313-872-2900 Email: revjimholley7@yahoo.com

Co-Managing Member & Sponsor:

Van Fox – MHT Housing, Inc.
Ph: 248-833-0550 Email: vanfox@mhthousing.net

Management Agent:

Van Fox – MHT Management, LLC

Ph: 248-833-0550 Email: vanfox@mhthousing.net

General Contractor:

Chad Joseph – MHT Construction, LLC

Ph: 248-833-0550 Email: bgallaher@mhthousing.net

Lead Architect:

Jeffrey Graham - Kem-Tec

Ph: 586-772-2222 Email: jgraham@kemtec-survey.com

Design Architect:

Betsy Williams – Hamilton Anderson Associates

Ph: 313-964-0270 Email: ewilliams@hamilton-anderson.com

Attorney:

Andrew Massmann - Applegate & Thorne-Thomsen, P.C.

Ph: 312-491-4433 Email: amassmann@att-law.com

Accountant:

Patrick Fuelling, CPA - Doeren Mayhew

Ph: 248-244-3104, Email: fuelling@doeren.com



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Woodward Avenue Apartments Executive Summary

Project Narrative

MHT Housing, Inc. (“MHT”) and Mooney Real Estate Holdings, an affiliate of the Archdiocese of Detroit (“AOD”), are partnering to sponsor and develop a four-story affordable multifamily apartment community commonly located at 10201 Woodward Avenue, Detroit, Michigan. With a working name of the “Woodward Avenue Apartments,” the property will feature 53 two-bedroom apartment units together with roughly 6,000 square feet of Woodward facing commercial space and managed by MHT’s affiliate managing agent MHT Management, LLC. MHT and AOD (the “Development Team”) earned a Conditional Award for 16 units (30.1% Section-8 coverage) of Project Based Vouchers from the Detroit Housing Commission to add much needed affordability to Detroit’s North End neighborhood. As part of the submission, the Development Team plans to split the development in half and submit 26 units as a 9% LIHTC development with MSHDA taxable bond financing and the remaining 27 units as a 4% LIHTC development with MSHDA tax-exempt bond financing coupled with Housing Trust Fund gap financing. Additionally, the commercial component will operate under a third condominium owned by an entity controlled by MHT and AOD. Under this structure, the Development Team is competing for “4%/9% Developments” points under Section D(1) of MSHDA’s 2021 LIHTC Scoring Criteria. With MHT’s 30 years of affordable development experience, MHT Management’s 15+ years of affordable management experience, and AOD’s 100+ years as a community member in the neighborhood, the team feels that this dynamic housing platform will succeed in one of Detroit’s most historic neighborhoods. Further bolstering the proposal, the Development Team received initial approval from the Michigan State Housing Development Authority (“MSHDA”) for proposed use of tax-exempt bond financing, 4% LIHTCs, and MSHDA Housing Trust Fund gap financing on November 6, 2020, and is submitting for the balance of the project funding in MSHDA’s **February 2021 9% LIHTC funding round**.

Project Location

The Property will be located at 10201, 10227, 10235 Woodward Avenue, 39 Calvert Street, and 30 Glynn, Detroit, Michigan 48202. Please note that while there are five separate and contiguous parcels, the development team plans to combine all 5 parcels into a single parcel with the working address of “10201 Woodward Avenue, Detroit, Michigan 48202.” In addition, the Sponsor has filled out Tab S in the Primary Application to cross reference the different addresses and parcels across the entitlement documents. The location of the property is less than 1/3rd of a mile to a score of “85 – very walkable” on Walkscore.com’s scale and achieves a high site selection self-score on MSHDA’s scoring criteria for LIHTC investment. Exemplifying the high Walkscore, the project sits within 1-mile of a full-service grocery store, pharmacy, general practice Dr. Office/Clinic, park, a public school, and more than \$50 million of private and public investment within a 1-mile radius of the property. Further, the property boasts access to six transit routes within 500 feet of the



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proposed front door. The Detroit Department of Transportation's ("DDOT") #004 Bus Route ("Woodward") and #038 Plymouth services the Woodward Ave. and Calvert Ave. stop, taking residents to a variety of neighborhoods and downtown Detroit landmarks. Additionally, the SMART bus routes #450, #460, #461, and #462 also services a variety of neighborhoods and allows access as far as the City of Pontiac.

Additionally, the development is located in a Federally designated Qualified Census Tract ("QCT"). A QCT is defined as a census tract that has 50 percent of households with incomes below 60 percent of the Area Median Gross Income or has a poverty rate of 25 percent or more. This QCT designation makes the development eligible to receive a LIHTC "Basis Boost" and generate more equity to pay for development costs.

Affordability & Unit Mix

The Project will consist of 53 two-bedroom, one-bathroom units that are projected to be 785 square feet. A summary of the planned unit mixes, AMIs, and underwritten rental rates is illustrated in the table below. The Development Team has been competitively awarded Project Based Vouchers from the Detroit Housing Commission to provide 16 units with Project Based assistance, and the Detroit Housing Commission has agreed to split the 16-unit award so that 8 units of rental assistance will be available for the 4% LIHTC condo and 8 units of rental assistance will be available for the 9% LIHTC condo. A copy of this Section 8 PBV award is viewable in Exhibit 31. Please note that the Development Team is valuing the Section 8 rents using 110% of the 2021 HUD approved FMRs for 2-Bedroom units in Wayne County. Further, it is underwritten that the Landlord will pay for all resident utilities.

4% LIHTC Condo							
Entity: 10201 Woodward 4% Limited Dividend Housing Association, LLC							
% AMI	Type	No. Units	Bedrooms	Baths	Contract Rent	Utility Allowance	Total Housing Expense
80%	LIHTC	12	2	1.0	\$875	\$0	\$875
60%	LIHTC	5	2	1.0	\$875	\$0	\$875
30%	DHC PBV	8	2	1.0	\$1,153	\$0	\$1,153
30%	LIHTC	2	2	1.0	\$530	\$0	\$530
Avg AMI:	57.78%	27					
9% LIHTC Condo							
Entity: 10201 Woodward Limited Dividend Housing Association, LLC							
% AMI	Type	No. Units	Bedrooms	Baths	Contract Rent	Utility Allowance	Total Housing Expense
80%	LIHTC	7	2	1.0	\$875	\$0	\$875
60%	LIHTC	5	2	1.0	\$875	\$0	\$875
50%	DHC PBV	8	2	1.0	\$1,153	\$0	\$1,153
40%	LIHTC	6	2	1.0	\$707	\$0	\$707
Avg AMI:	57.69%	26					



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4%/9% Specifics

The overall development is planned to be split into two residential phases and a commercial component, for a total of three phases, all of which will be closed simultaneously, and allowing for the development to receive the “4%/9% Developments” points within the 9% LIHTC funding round and also allow for an efficient use of MSHDA’s resources. Phase One will include 27 units and will be financed with 4% LIHTC equity, MSHDA HTF financing, a MSHDA tax-exempt bond permanent mortgage, and a General Partner note. Phase Two will include 26 units and will be financed with 9% LIHTC equity and a MSHDA taxable bond permanent mortgage. The commercial space will be separated into third component, with the costs of “white-boxing” the space prorated over the other two residential phases based on square footage. A summary of the sources and uses of the development broken out by phase are as follows:

Sources							
				4%	9%	Commercial	Total
MSHDA Tax Exempt				\$ 1,720,035			\$ 1,720,035
MSHDA Taxable					\$ 1,252,831		\$ 1,252,831
LIHTC Equity				\$ 3,032,076	\$ 8,018,278		\$ 11,050,354
MSHDA HTF				\$ 2,440,103			\$ 2,440,103
Detroit HOME				\$ -			\$ -
Deferred Fees				\$ 160,000	\$ 40,674		\$ 200,674
GP Note				\$ 38,684			\$ 38,684
				\$ 7,390,898	\$ 9,311,783		\$ 16,702,681
Uses							
Acquisition				\$ 219,849	\$ 280,150	\$ 1	\$ 500,000
Construction				\$ 4,935,080	\$ 6,296,675		\$ 11,231,755
Soft Costs				\$ 854,410	\$ 1,042,517		\$ 1,896,926
Contingency				\$ 246,754	\$ 314,834		\$ 561,588
Reserves				\$ 198,028	\$ 196,863		\$ 394,891
Developer Fee				\$ 936,777	\$ 1,180,744		\$ 2,117,521
				\$ 7,390,898	\$ 9,311,783		\$ 16,702,681
		NET		\$ -	\$ -	\$ -	\$ -



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Further details of each phase of the development and the respective cost breakdowns can be found in Exhibit 29: 4% - 9% Developments. Please note that the Development Team consulted with Tax Counsel at Applegate & Thorne-Thomsen for a review and recommendation of the cost breakdown structure of the three condominiums in the development. A copy of the letter is included in Exhibit 29 for MSHDA's review. Finally, also included in Exhibit 29 is a letter from MSHDA confirming that it has reviewed both the 4% individual LIHTC phase and the 9% individual LIHTC phase, and that MSHDA has determined that both projects (and the development overall) are approved to proceed under MSHDA's financing programs, including the 4% LIHTC/Tax-Exempt Bond program as well as awarded the 4% LIHTC condo Housing Trust Fund gap financing dollars in the amount of \$2,440,103.

Construction Features, Projected Amenities, and Planned Commercial Space Use

Construction of the project is projected to last 14 months to build the new approximately 62,495 square foot structure and to complete all three phases. The Development Team, contractor, and architect plan to certify to complete the development in accordance with Enterprise Green Environmental Criteria, accessible community space over 1,000 square feet, 10% barrier free and 100% VISIBLE units. In addition, the Development Team has worked closely with the Project Architect, Kem-Tec & Associates, to design the structure in accordance with local neighborhood design elements and zoning codes. Please note that as part of the "split" submission the Development Team has submitted a trade payment breakdown specifying the hard costs for the completion of this 9% LIHTC phase. The construction costs for each phase of the project, as well as all other soft costs, have been determined based on the square footage size of each phase and confirmed by the project architect, Kem-Tec.

The Project will feature first class amenities for its residents. Each unit will feature energy efficient appliances including washers and dryers, dishwashers, frost free refrigerators, ovens, ranges with hoods, disposals, microwaves, and central air conditioning. Other community features will include a sizable community room and business center, as well as outdoor features for recreational activities.

Through coordination of the Archdiocese of Detroit, the Development Team plans to create an interactive sacred art museum and exhibit space occupying roughly 3,000 square feet of the ground floor retail. The Cathedral of the Most Blessed Sacrament, located directly across the street from the proposed development, is considered the Cathedral of the Arts for the Archdiocese. To aid in celebrating this designation, the Development Team proudly plans to add this type of interactive and service-oriented space for the future residents of the development and the community alike. A narrative with more information on the planned development for this commercial space is featured at the end of this Exhibit 1. Please note the Development Team is not underwriting to any commercial revenue in the proforma.



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Development Team

MHT has over 30 years of affordable housing development experience in the State of Michigan and is a 501(c)(3) nonprofit organization. MHT serves as the general partner or managing member of over 6,500 elderly and family units and has been successful in obtaining multiple funding sources for preservation, adaptive reuse, and new construction projects, that include HOME and NSP funding, Brownfield and Historic tax credits, HUD221(d)4 and Fannie Mae loans.

The property will be managed by MHT's owner captive management agent, MHT Management, LLC. MHT is a nonprofit housing corporation whose mission is to provide & develop affordable housing. MHT also has been recognized for providing services within the Detroit community including a nationally recognized Summer Workforce program for City of Detroit teens, after school tutoring and after school meals, backpacks for kids, eviction diversion program, a gun buy back, Detroit vacant land clean up, Detroit Police Department Support and coordination with Meals on Wheels and PACE SE Michigan.

The Archdiocese of Detroit, founded in 1833, serves the Michigan Counties of Lapeer, Macomb, Monroe, Oakland, St. Clair, and Wayne. In addition, it is the metropolitan archdiocese for the Roman Catholic Ecclesiastical Province of Detroit which includes all dioceses in the State of Michigan. The Cathedral of the Most Blessed Sacrament serves as the seat of the Archbishop of the Archdiocese and is located at 9844 Woodward Avenue in Detroit's historic Boston-Edison neighborhood. The Archdiocese has been an active community engager in the neighborhood for over 100 years and continues to invest and promote cultural activities in the neighborhood for the local residents and statewide population.

The proposed Project structures are as follows:

- ¶ 9% LIHTC Condo:
 - Ownership Entity: 10201 Woodward Limited Dividend Housing Association, LLC
 - Managing Member: 10201 Woodward MM, LLC
 - ▲ 49% Member: TBD Subsidiary of Mooney Real Estate Holdings
 - ▲ 51% Managing Member: MHT Housing, Inc.
 - Investment Member: CREA Woodward 9%, LLC
- ¶ 4% LIHTC Condo:
 - Ownership Entity: 10201 Woodward 4% Limited Dividend Housing Association, LLC
 - Managing Member: 10201 Woodward MM, LLC
 - ▲ 49% Member: TBD Subsidiary of Mooney Real Estate Holdings
 - ▲ 51% Managing Member: MHT Housing, Inc.
 - Investment Member: CREA Woodward 4%, LLC
- ¶ Commercial Condo:



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- Ownership Entity: 10201 Woodward MM, LLC
 - Á 49% Member: TBD Subsidiary of Mooney Real Estate Holdings
 - Á 51% Managing Member: MHT Housing, Inc.

Jobs Created

Based on previous projects of similar size and scope completed by MHT, it is estimated that 75 temporary construction related jobs will be generated and two full time positions will be created at time of occupancy. Full time positions include a property manager/leasing official and maintenance supervisor.

Development Team

Co-Managing Member & Sponsor:

Jeffrey Wagoner – TBD Subsidiary of Mooney Real Estate Holdings
Ph: 313-237-5816 Email: wagoner.jeff@aod.org

Co-Managing Member & Sponsor:

Van Fox – MHT Housing, Inc.
Ph: 248-833-0550 Email: vanfox@mhthousing.net

Management Agent:

Van Fox – MHT Management, LLC
Ph: 248-833-0550 Email: vanfox@mhthousing.net

General Contractor:

Michael O'Dell – MHT Construction, LLC
Ph: 248-833-0550 Email: modell@mhthousing.net

Lead Architect:

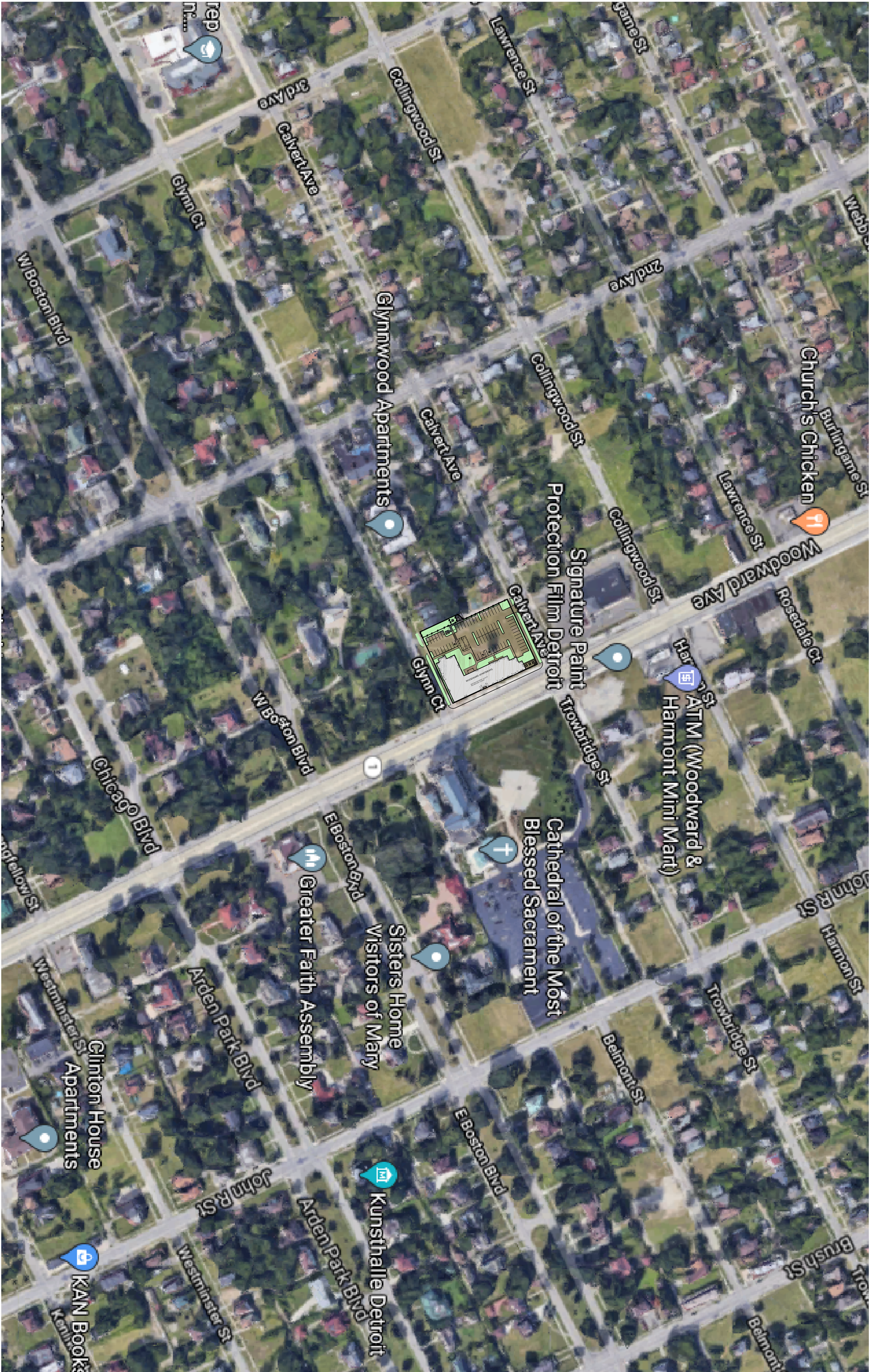
Jeffrey Graham - Kem-Tec
Ph: 586-772-2222 Email: jgraham@kemtec-survey.com

Attorney:

Andrew Massmann - Applegate & Thorne-Thomsen, P.C.
Ph: 312-491-4433 Email: amassmann@att-law.com

Accountant:

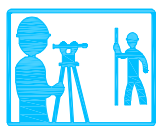
Christopher Tull, CPA - Doeren Mayhew
Ph: 248-244-3034, Email: tull@doeren.com



NEIGHBORHOOD SITE PLAN
SCALE: NOT TO SCALE

ASP.2

DRAWN BY:	M.L.
SCALE:	NOT TO SCALE
DATE:	07/28/20
PROJECT NO:	19-02854



KEM-TEC
& ASSOCIATES

PROFESSIONAL ARCHITECTS
PROFESSIONAL ENGINEERS
PROFESSIONAL SURVEYORS
22556 GRATIOT AVENUE
EASTPOINTE, MI 48021
(586) 772-2222 PHONE
(586) 772-4048 FAX

NEIGHBORHOOD
SITE PLAN

CLIENT:	MHT HOUSING, INC.
	WOODWARD APARTMENTS
	10201 WOODWARD AVE., DETROIT, MICHIGAN

#1	07-30-20	M.L.		SITE PLAN REVIEW ONLY	
REVISION	DATE	BY		DESCRIPTION	



Art for God's Sake is a 501c3 with the mission to follow the call of Archbishop Allen Vigneron to Unleash the Gospel to everyone in our parish boundaries.

The Cathedral of the Arts (COA) will create an interactive sacred art museum and interactive exhibit space in 2,972 sf of commercial space on the ground floor of the project. COA is the steward of a large collection of art and artifacts that date back to the early Christian apostles and saints, with every relic having been examined and authenticated by the experts at the Vatican. The Woodward Apartment museum space will include art inspired by the relics (which will be housed in the Cathedral of the Most Blessed Sacrament church directly across the street from the project). A museum quality permanent display based on the relics will ensure these precious artifacts are available to all the faithful who seek a spiritual awakening, physical or emotional healing, or who crave a deeper and more personal connection with God.

Thanks also to the help of artists, "the knowledge of God can be better revealed, and the preaching of the Gospel can become clearer to the human mind." Letter to Artists, St. John Paul the Great, 1999.

In addition, the museum will host art seminars and classes. The space will allow people to come and learn about the history of sacred art. There will be opportunities for creating Icons, learning to paint, work with clay and create tiles.

"Every inspiration, however, contains some tremor of that 'breath' with which the Creator Spirit suffused the work of creation from the beginning.... The Creator Spirit reaches out to genius and stirs its creative power. The Spirit touches it with a kind of inner illumination which brings together the sense of the good and the beautiful, and he awakens energies of mind and heart which enable it to conceive an idea and give it form in a work of art. It is right then to speak, even if only analogically, of "moments of grace", because the human being is able to experience in some way the Absolute who is utterly beyond." Letter to Artists, St. John Paul the Great, 1999

"A small step, in the midst of great human limitations, can be more pleasing to God than a life which appears outwardly in order but moves through the day without confronting great difficulties. Everyone needs to be touched by the comfort and attraction of God's

saving love, which is mysteriously at work in each person, above and beyond their faults and failings.” *Evangelii Gaudium*, Pope Francis

“An important part of welcoming the newly evangelized is therefore to ensure that every parish, insofar as possible, has a “shallow end”—an entry-level means of getting one’s feet wet in the journey of faith. This may include programs of initial proclamation of the Gospel, such as Alpha; it may also include social events where people can get to know others in a relaxed, non-threatening environment before making a commitment of faith. (*Unleash the Gospel*, Marker 8.3)

Archbishop Vigneron even calls for “... other experiences that facilitate healing, deliverance, and reconciliation in a spirit of communion.” (*Unleash the Gospel*, Action Step 3.1). This space will allow people of all faiths and backgrounds to be warmly welcomed in our area of Detroit and to experience the beauty and history of the Catholic Church of Detroit.



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Tab 2 – Quality of the Respondent Team

a) Authorized signer for MHT Housing, Inc:

Van Fox, President

(248) 833-0550

vanfox@mhthousing.net

32500 Telegraph Rd, Bingham Farms, MI 48025

b) Resumes of each member of the team that will be involved on the project.

- Developer

- i. MHT Housing – Resume included in Tab 2

- 1. Van Fox

- 2. Dawn Everett

- Management

- i. MHT Management – Resume included in Tab 2

- 1. Troy Thelen

- 2. Donna McMillian

- Construction

- i. MHT Construction – Resume included in Tab 2

- 1. Paul Stoddard

- Architect

- i. Concept Design Studio- Resumes included in Tab 2

- 1. Architect – Kyle Osterhart

- ii. Quinn Evans

- 1. Architect – Sandra Little

c) Description of team's experience (projects of scale). LIHTC applications and successful awards or (CDBG, HOME, FHLB) Detail experience working with affordable housing and low income residents.

MHT Housing, Inc. is a non-profit 501(c)(3), developer of affordable housing established in 1990 for the purpose of preserving and creating high-quality affordable housing. Its nearly thirty-year commitment to building apartment communities that enhance and revitalize neighborhoods has resulted in the development of 6,000 units within the Low-Income Housing Tax Credit Program.



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MHT's ability to raise capital is integral to its continued success in fulfilling its housing mission. To date MHT has secured financing for new construction and rehabilitation of over 50 apartment communities. MHT primarily obtains funding through MSHDA's low income housing tax credit program, HUD funding programs, and works closely with local, state, and federal sources to secure subordinate financing often required in new development or the redevelopment of existing housing. In recognition of this, both investors and lenders have selected MHT to step into partnerships to reposition properties that have struggled historically. In addition to improving the housing conditions for its residents, MHT mitigates future risk for its partners through creative refinancing, sound operations and exit strategies at the end of the compliance period.

In addition to the above exclusive qualifications, MHT Housing, Inc. has the following capabilities and experience:

- Current guarantor & development manager in partnership with the following Detroit based non-profits for affordable housing:
 - o Neighborhood Service Organization
 - o Bridging Communities
 - o Cass Social Services
 - o Church of Messiah
 - o Detroit Catholic Pastoral Alliance
 - o U-SNAP-BAC
 - o Archdiocese of Detroit
 - o The Historic Little Rock Baptist Church
- Capability to make pre-development loans.
- Financial capacity to post all guarantees for construction loan, permanent loan, LIHTC guarantees and HOME loan.
- Capacity to underwrite, assess, apply, and rehabilitate properties in a timely manner.
- Lending experience with Federal HOME Loan Bank, HOME Loans, HUD Financing, MSHDA Direct Lending Products, MSHDA GAP Funds and CDBG.



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- Requisite working experience with DHC with HCVP, Tenant Based Vouchers, HQS Inspections, Tenant Certifications, and URA Notifications.
- Ability to implement Enterprise Green efficiencies into developments.
- Proficient with City of Detroit, MBE, EEO, WBE, Section 3, Executive Order, and Davis Bacon Prevailing Wage requirements.
- Compliant at all times under a MSHDA or HUD approved Affirmative Fair Housing Marketing Plans for all properties.
- Compliant with all Federal, State, and Local regulations and certifications; including City of Detroit's rental registration, storm water billings, taxes, and water/sewer bills.

d) Explain team's capacity and technical skill to perform due diligence and financial analysis (with examples and transactions)

MHT Housing, Inc. is part of a family of companies that is able to offer full development services, such as development consulting, predevelopment funding, project construction, property management, asset management, tenant certification and income verification, and tenant relocation assistance. Our family of companies is approximately 500 people strong, and we are able to pull in people to assist. We have approximately 15 projects in our pipeline, from pre-development to construction completion, and have been consistent with around 15 projects a year for at least the last 5 years.

MHT Housing, Inc. is the owner/developer of over 6,000 units and has experience in all types of multi-family housing, including mixed-income, mixed-finance, new construction, rehabilitation, and others. Being a Michigan based developer, we are acutely familiar with the local, county, and state regulations that we will be faced with in this redevelopment.

MHT Housing has been very successful in receiving awards from several affordable housing financing programs, including but not limited to: both 4% and 9% LIHTC, State and local HOME funds, Fannie Mae debt instruments, Historic Tax Credits, State and local financing, State and local vouchers assistance, HUD funds, and other creative



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funding mechanisms to help make complicated projects come to fruition. MHT Housing closed the first Streamline Voluntary Conversion (SVC) project in the state of Michigan with the Bay County Housing Authority and is currently working with other PHAs on RAD conversions with State approvals as recent as November 17, 2022 for a RAD transaction in Flint. MHT Housing has been working with the Flint Housing Commission to combine several projects into one project for financing purposes allowing for a much stronger project than if the projects were completed individually. MSHDA has approved the structure and a closing date in early 2023 is anticipated.

MHT's Development Team is comprised of development associates, underwriters, project managers and due diligence closing specialists which provide a full-service well rounded development team.

e) Provide three referrals: Financial institution and any of the following: construction, and permanent lenders, LIHTC limited partner, MSHDA, community group.

- Financial Institution
 - Fifth Third Bank
 - Mike Schick
 - Vice President | Commercial Real Estate Banking
 - 313.230.9039
 - michael.schick@53.com
- LIHTC Limited Partner
 - CREA
 - Brad Bullock
 - Managing Director, Originations Acquisitions
 - 503-290-5034
 - bbullock@creallc.com
- MSHDA
 - Chad Benson
 - LIHTC Allocations Manager
 - 517-335-9874
 - bensonc@michigan.gov



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- Community Group
Fr. J.J. Mech
Rector, The Cathedral of the Most Blessed Sacrament
313-865-6300
Mech.JJ@aodcathedral.org

f) Describe experience developing:

- Supportive housing, formerly homeless

An example of a supportive housing development that has been completed is The Clay Apartments (sometimes referred to as the Sanctuary) project. This project was awarded 9% LIHTC under the Strategic Investment Category and was developed by a partnership with MHT and NSO. It is a redevelopment of the former Detroit Police Department's 7th Precinct into a new state of the art apartment building featuring 42 one-bedroom Permanent Supportive Housing units for men and women. It also features a totally separate emergency homeless shelter for 55 homeless adult women. The site features a first floor full of social services operated by NSO. The City of Detroit offered the land at a minimal cost and agreed to be responsible for environmental issues resulting from underground storage tanks. Funding for this project included New Market Tax Credits for the first-floor space, LIHTC, HUD 221D4 first mortgage, local HOME funds, general partner contributions, as well as a conventional construction loan. This project fills a critical need in the community that has a higher demand than available beds for homeless.

MHT was able to keep construction on track through the COVID pandemic without any variances in schedule. The project also ended up having much more environmental clean-up needs than originally anticipated. All of this was managed and the grand opening for the project was September 28, 2020.

Please see the attached narrative describing this much needed project in more detail.

- Low Income Housing Tax Credits (LIHTC)

MHT has extensive experience and skill with LIHTC with over 6,000 affordable housing units developed and managed over our 30 year history in the industry. MHT is one of the few developers who has closed a combined 4%-9% deal. Construction has begun on the Rev. Dr. Jim Holley Residents with occupancy planned for March 2023. A second



An affordable non-profit housing corporation serving Michigan's housing needs

4%-9% deal is scheduled to close in the next few weeks. MHT was awarded three 9% LIHTC awards in 2021 and eight 4% awards in 2022.

Please see the project descriptions in Tab 1 for more details on Woodward and Little Rock as well as a listing of all MHT owned properties.

- RAD or Public Housing Activity.

MHT worked with the Bay County Housing Authority and completed the first Voluntary Streamline Conversion (SVC) in the state of Michigan. This activity included working with the residents on an ongoing basis to make sure they were informed of the process and progress. This beautiful rehabilitation was completed in late 2021 and the residents are thrilled with their new units.

MHT is also working with the Flint Housing Commission to reposition their entire portfolio. As mentioned above, the first group of rehabilitations was approved by MSHDA in November 2022 and is anticipated to close in early 2023. This is a group of four properties that are being combined for financing purposes resulting in strong, updated communities and the residents are very excited for the construction to start.

Timothy Van Pelt Fox

32600 Telegraph Rd, Bingham Farms, Michigan 48025

Email: vanfox@mhthousing.net * Phone: 248-833-0552 * Fax: 248-833-0551

HIGHLIGHT OF SKILLS

Expert knowledge in all aspects of the multifamily & senior affordable housing industry including:

Acquisitions and Refinance

Development

Property Management

Tax Credits & other financing

New Construction

Rehabilitation

Historic Renovation

PROFESSIONAL EXPERIENCE

MHT Housing, Inc., President

May 1995 - Present

Bingham Farms, MI

Van Fox serves as the President of the Board of Directors and is the President of MHT Housing, Inc. Van began working for MHT Housing, Inc. in 1995 and became President in 2004. Van has expert knowledge in the development process, tax credit industry, understanding of municipal approvals, construction, acquisition/rehabilitation requirements, and conceptualization of development possibilities and has been the catalyst in developing new construction tax credit units and the rehabilitation of existing multifamily & senior apartments. Along with his corporate involvement, Van is committed to community service, dedicating time and resources to neighborhood clean-up projects, coordinating food programs for those in need, and coordinating programs for the youth such as the Summer Work Force Program which provides youths with valuable work experience and educational learning whilst helping the communities in which they live. In addition, Van is the President of MHT Management, LLC and MHT Construction Management, LLC which are extensions of MHT Housing, Inc. and support MHT Housing, Inc. developments.

Continental Management, LLC, President

November 2004 – Present

Bingham Farms, MI

Van Fox is the founder and president of Continental Management, LLC. Continental Management manages units across the State of Michigan. Van has shaped Continental Management into an award-winning company, receiving awards such as The Detroit Free Press Top 100 Workplaces for 5 consecutive years and three-time winner of Management Company of The Year by the DMAA. In 2013, Van Fox won Executive of the Year from the DMAA and PMAM.

Continental Construction Management, LLC, President

August 2007 - Present

Bingham Farms, MI

In 2007, Van Fox established Continental Construction Management, LLC which was created to serve as a compliment to Continental Management properties. Van Fox's years of hands on experience has allowed Continental Construction to achieve success in completing projects on time, within budget, and done with a high standard of quality.

EDUCATION

Olivet College, Olivet, Michigan 1995, Bachelor of Arts, Major in Economics and Minor in Business

Honors: Deans List, Sophomore Honor Core, 4 Year Athletic Letterman, Tennis

Dawn Everett

Development Associate
MHT Housing, Inc
32500 Telegraph, Bingham Farms, MI 48025
deverett@mhthousing.net
810.625.6006

Dawn has been involved in housing since 2010 when she joined the Michigan State Housing Development Authority ("MSHDA"). Initially working as a Closing Specialist to assist in getting stimulus funds out the door to improve the affordable housing in Michigan and completing all the necessary federal reporting. In 2012, Dawn started working in the Low Income Housing Tax Credit department as a Financial Analyst. In this role, Dawn assisted in writing the program requirements to allocate the approximately \$23 million worth of tax credits on an annual basis. She also provided technical assistance to applicants, reviewed applications, made funding recommendations, and ensured compliance with federal requirements.

After her time at MSHDA, Dawn spent 3 years at the Genesee County Land Bank as the Sales and Development Manager. There she oversaw the sales department while establishing relationships with people from all walks of life and connecting with community members to share ideas to make the community better. She was able to make connections with several municipal employees from many departments during her time at the Land Bank and had a great working relationship with them. She also worked with many realtors and developers to discuss and implement ideas to redevelop the tax-foreclosed property in Genesee County.

In 2020, Dawn decided to get back into affordable housing development on the developer side and joined MHT Housing, Inc. As a Development Associate Dawn works with on affordable housing through the pre-development to construction completion process.

Dawn has a Bachelor's degree in Business Administration from the University of Michigan-Flint.

Troy D. Thelen

EDUCATION

NORTHWOOD UNIVERSITY, Midland, Michigan
Bachelor of Art in Business Administration, 2003

LANSING COMMUNITY COLLEGE, Lansing, Michigan
General Associate Degree, 2001

PROFESSIONAL EXPERIENCE

CONTINENTAL MANAGEMENT
Executive Vice President

10/22 – Present

Maintain communication, oversight and convey expectations with senior leadership including accounting, compliance, security, technical services, regional managers, area managers, and community managers.

Monitoring of construction, lease up and stabilization of new assets.

Oversee dispositions to ensure future success of the entity.

Monitor leasing and financial viability of ongoing investments with a focus on quarterly and annual results.

Monitor action plans for troubled assets and look for signs of weakness and increased investor risk.

Collecting, analyzing, and processing information relating to performance of each asset. Review weekly roll up reports of occupancy, delinquency and monthly financial reports.

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
Director – Asset Management Division

08/19 – 10/22

Lead and manage the Authority's Asset Management Division

Oversee the financial and physical wellbeing of a multifamily rental portfolio of \$1.5 billion in assets.

Oversee Compliance of all State and Federal affordable housing programs consisting of over 1,500 projects and 60,000 units.

Administer the Performance Based Contract Administration contract through HUD for compliance on an additional 29,000 units under 390 contracts.

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
Transactions Manager

06/16 – 08 /19

Oversee the Authority's troubled asset portfolio. Perform in-depth analysis of multi-family housing projects financial and physical health. Develop corrective action plans for project owners in order to improve the physical condition of the site as well as the long-term financial outlook.

Work with project owners to maintain safe, suitable and sanitary housing for low-income residents throughout the state of Michigan.

Other responsibilities include full supervisory functions, drafting agency policy, interpretation and implementation of State and Federal regulations.

Negotiate transactions and mortgage modifications with project owners and present them to Asset Review Committee and to the Authority's Board of Directors.

Provide all supervisory functions for professional staff including approving leave time., conducting service ratings, counseling and disciplining employees, hiring and training of personnel
Oversee division's Federal Program allocations, process review, annual reporting, and process improvement implementation

Other responsibilities include the assessment, research, evaluation and implementation of strategies to ensure compliance with properties funded through MSHDA, HOME, NSP2, and RD for a portfolio consisting of roughly 300 properties

Annual processes include:

- Financial Statement Review
- Rent & Utility Allowance Review
- Budget Review
- Escrow Disbursements

Manage a multifamily development portfolio comprised of troubled Authority developments
Negotiated mortgage modifications and work out scenarios with ownership entities
Prepare and presented reports and financial data to Asset Review and Loan Committees
Administer Asset Management's annual HOME fund allocation
Analyze and approved annual audits and budgets submitted to the Authority

Managed a \$25 million + loan portfolio
Coordinated with attorneys, accountants and other professionals regarding impaired loans
Managed institutions problem credits and approved workout scenarios
Analyzed & spread financial data and prepared loan presentation summaries for the board of directors
Reviewed & scored loans in accordance with procedures based on financial analysis and strength of underwriting

OTHER QUALIFICATIONS AND CERTIFICATIONS

Executive Education Certification, Mendoza College of Business, University of Notre Dame

Graduate – Leadership Academy, Michigan State Housing Development Authority

MCAO Certified Tax Assessor

Supervisor, Westphalia Twp

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PAUL STODDARD

32500 Telegraph Road, Bingham Farms, MI 48025 | pstoddard@mhthousing.net | 947-224-8834

PROFESSIONAL EXPERIENCE

MHT Housing, Inc.
Bingham Farms, MI
Chief Architect

July 2021 - Present

Paul Stoddard oversees all aspects of design and construction for project rehabilitation, preservation, and new construction for MHT Housing, Inc. In 2021 he became the Chief Architect of MHT Housing, Inc. Mr. Stoddard is responsible for designing and reviewing consultant's construction documents to make sure it meets MSHDA design standards, HUD and local municipalities requirements and works directly with contractors, architects, engineers, and environmental agencies.

Michigan State Housing Development Authority
Lansing, MI
Design & Construction Manager

January 2015– July 2021

Paul Stoddard supervised the activities of staff construction managers and the contracting, assignments, and evaluations of work performed by independent contractors employed by MSHDA. Provide supervision and direction to MSHDA's architecture and design review functions of the agency. Mr. Stoddard provided supervision and direction to MSHDA's Equal Employment Opportunity (EEO), Section 3, and Labor Relations staff in order to ensure program compliance.

EDUCATION

Paul Stoddard received his Bachelor of Science in Architecture from University of Michigan in Ann Arbor, Michigan, then proceeded to obtain his Master of Architecture and Master of Engineering (Construction Management) from University of Michigan in Ann Arbor, Michigan.

PROFESSIONAL LICENSE

Paul Stoddard is a registered professional architect in the State of Michigan.



Whitehall

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doi:10.1016/j.jad.2014.10.011

Shores, MI 49441 | 231.799

Concept Design Studio | 800 E. Ellis Rd. #508 | Norton Shores, MI 49441 | 231.799.4838

Saundra Little

FAIA, LEED AP, NOMA \ \ PRINCIPAL

Saundra is an award-winning architect and advocate for the revitalization of the urban realm, particularly in the city of Detroit. Her acclaimed portfolio includes complex renovations and the adaptive use of aging properties; she is known for developing creative and transformative solutions that optimize the long-term economic value of properties while respecting the unique architectural heritage of local neighborhoods and for incorporating community feedback into her designs.

Adaptive Reuse

Mosaic at Eastern Market Detroit, Michigan

Principal for the redevelopment of over 110,000 sf at an industrial building at Eastern Market. Once complete the project will act as an accelerator for food entrepreneurs, food based businesses and education space, as well as restaurant space.

Allied Media 'LOVE' Building Detroit, Michigan

Principal in Charge for the transformation of the 'LOVE' building into long-term office space to organizations dedicated to removing barriers for people with disabilities, people returning from prison or with legal obstacles, and people using media, art, and technology for social justice. The new campus will include nonprofit office space, and retail space, as well as publicly accessible community venues for hosting cultural and educational programming.

OSI Art Apartments Detroit, Michigan

Principal in Charge for a 4 story, 26,000 sf new construction building. The building is mixed use containing 4 retail spaces on the first floor, with the second to fourth floors dedicated to 30 residential apartment units. The building will incorporate a commissioned art piece throughout the facade of the building.

Crapo Building Bay City, Michigan

Principal and Project Manager for the renovation and adaptive use of a 1890 Romanesque Revival bank and office building for mixed use residential and commercial. Designed around significant structural and



Registration & Certification

Registered Architect
LEED Accredited Professional

Education

Master of Architecture, Lawrence Technological University, 1998
Bachelor of Science in Architecture and Design, Lawrence Technological University, 1994

Professional Affiliations

American Institute of Architects, College of Fellows
Design Core, Founding Member of Advisory Board
National Organization of Minority Architects (NOMA), Advisory Board Member
Detroit 2030 District – Founding Professional Stakeholder
New Step CDC, Board Member



An affordable non-profit housing corporation serving Michigan's housing needs

Company Profile

MHT Housing, Inc.

The History of MHT

MHT Housing, Inc. is a non-profit 501(c)(3), developer of affordable housing established in 1990 for the purpose of preserving and creating high-quality affordable housing. Its nearly thirty-year commitment to building apartment communities that enhance and revitalize neighborhoods has resulted in the development of 6,000 units within the Low-Income Housing Tax Credit Program.

Development

MHT's development activity is at the core of its mission and has long been centered on new construction and the acquisition and rehabilitation of existing housing stock. Its development team is experienced, disciplined, and acutely involved in all aspects of the development process. MHT works closely with communities and municipalities to address local housing needs and provides the resources to match these needs with viable sites and development concepts for seniors and families. The company has focused on cultivating important relationships with architects, engineers, and general contractors to build high-quality housing meeting green initiatives at a cost-effective price. Inherent in each new community is MHT's commitment to create safe and desirable housing that promotes a "pride of place" among its residents.

MHT's expansion into other states, principally in the Pacific Northwest is being facilitated through joint ventures with other experienced non-profit and for-profit partners. MHT's management of these housing opportunities draw upon the strengths of its development enterprise, its 3rd party relationships, and its strong asset management operations (accounting, operational compliance, and reporting). MHT serves as general partner, and participates in all phases of the development, management, and long-term ownership in connection with these joint ventures.

Project Financing

MHT's ability to raise capital is integral to its continued success in fulfilling its housing mission. To date MHT has secured financing for new construction and rehabilitation of over 50 apartment communities. MHT primarily obtains funding through MSHDA's low income housing tax credit program, HUD funding programs, and works closely with local, state, and federal sources to secure subordinate financing often required in new development or the redevelopment of existing housing. In recognition of this, both investors and lenders have selected MHT to step into partnerships to reposition properties that have struggled historically. In addition to improving the housing conditions for its residents, MHT mitigates future risk for its partners through creative refinancing, sound operations and exit strategies at the end of the compliance period.



An affordable non-profit housing corporation serving Michigan's housing needs

In addition to the above exclusive qualifications, MHT Housing, Inc. has the following capabilities and experience:

Current guarantor & development manager in partnership with the following Detroit based non-profits for affordable housing:

- Neighborhood Service Organization
- Bridging Communities
- Cass Social Services
- Church of Messiah
- Detroit Catholic Pastoral Alliance
- U-SNAP-BAC
- Archdiocese of Detroit
- The Historic Little Rock Baptist Church

Capability to make pre-development loans.

Financial capacity to post **all** guarantees for construction loan, permanent loan, LIHTC guarantees and HOME loan.

Capacity to underwrite, assess, apply, and rehabilitate properties in a timely manner.

Lending experience with Federal HOME Loan Bank, HOME Loans, HUD Financing, MSHDA Direct Lending Products, MSHDA GAP Funds and CDBG.

Requisite working experience with DHC with HCVP, Tenant Based Vouchers, HQS Inspections, Tenant Certifications, and URA Notifications.

Ability to implement Enterprise Green efficiencies into developments.

Proficient with City of Detroit, MBE, EEO, WBE, Section 3, Executive Order, and Davis Bacon Prevailing Wage requirements.

Compliant at all time under a MSHDA or HUD approved Affirmative Fair Housing Marketing Plans for all properties.

Compliant with all Federal, State, and Local regulations and certifications; including City of Detroit's rental registration, storm water billings, taxes, and water/sewer bills.

Housing for Families & Seniors

MHT's success in creating quality affordable housing for families and seniors is not only in site selection and design considerations but its commitment to excellence in property management and the delivery of social services that make a difference. Typical property amenities and services include the following:

- Tot lots and playgrounds
- Bike trails
- Community rooms designed for resident activities
- Library and after-school study spaces
- Exercise rooms
- Secure communities with private entry doors
- On-site management, activities, and social services



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Beauty salons and barber shops for senior properties

Exercise rooms

Emergency pull cords that are 3rd party monitored for senior properties

MHT Housing Properties

Name of Property	City and State	Number of Units
9100 On Gratiot	Detroit, MI	36
Adams Senior Village	Westland, MI	120
Ambrose Village	Grand Rapids, MI	84
Apple Ridge	Kalamazoo, MI	56
Arthur Antisdel Apartments	Detroit, MI	41
Aspen Hills	Traverse City, MI	70
Benjamin Manor	Highland Park, MI	81
Calumet	Detroit, MI	104
Camelot Hills	Lansing, MI	102
Centerline Park Towers	Center Line, MI	300
Chase Run	Mt. Pleasant, MI	160
The Clay Apartments	Detroit, MI	42
Colonial Meadows	Pontiac, MI	82
Dauner Haus	Fenton, MI	151
Dauner Haus II	Fenton, MI	41
Dearborn Town Center Senior	Dearborn, MI	77
Delhi Stratford Place	Holt, MI	96
Dickerson Manor	Detroit, MI	66
Gabrielle	Highland Park, MI	336
Glendale Buena Vista	Highland Park, MI	93
Highland Manor	Highland Park, MI	48
Hope Senior	Oxford, MI	50
Jefferson Meadows	Detroit, MI	83
Jefferson Square	Detroit, MI	180
Jennings Senior Living	Detroit, MI	46
McDonald Square	Detroit, MI	180
Mill Pond Manor	Brighton, MI	58
Newman Court	Pontiac, MI	172
Oakwood Senior	Eastpointe, MI	40
Palmer Court	Detroit, MI	173
Parkview Place	Detroit, MI	199
Prince Hall	Detroit, MI	156
Renaissance	Pontiac, MI	56
Ridgewood Vista	Jackson, MI	150
River Terrace	Benton Harbor, MI	270



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Silver Creek	Flat Rock, MI	111
South Hill	Milford, MI	120
University Club	Detroit, MI	120
Van Dyke Center	Detroit, MI	200
Village of Royal Oak	Royal Oak, MI	147
Village Park	Detroit, MI	57
Vista Villa	Saginaw, MI	100
Walnut Grove	Grand Rapids, MI	80
Wildwood	Westland, MI	229
Maplewood	Bay City, MI	158

Community Service

MHT Housing, Inc. has a great emphasis on community impact and customer service. They motivate staff to not only help in their communities, but to serve one another as partners, friends, and mentors. The company is a key contributor to the revitalization of the communities it serves. They find it essential to support community organizations that benefit the neighborhoods they serve. Below are some examples of MHT's community engagements:

Eviction Diversion Program: MHT sought to create a program that could help residents who had fallen under financial hardship and remain as tenants at the property. If rent is unpaid, MHT looks to collaboratively make a payment plan with the specified resident and assist them in finding additional public funding that can ease the financial burdens they are enduring. After seeing the success of the program, the Legal Aid and Defender Association Inc., Department of Human Services, and the Wayne Metropolitan Community Action Agency all have pledged support for the Eviction Diversion program as an overwhelmingly positive alternative to a standard eviction process. In the last two years alone, MHT has actively assisted more than 2,000 people through the Eviction Diversion program. MHT and Gromer PLLC both feel very strongly for this program, as it truly embraces the overall meaning and reason for providing clean, affordable housing.

Summer Workforce Program: MHT's Summer Workforce Program is designed to benefit 14 to 18-year-old teens that live at many communities throughout Wayne & Oakland County. The program provides these youths with the opportunity to not only help the site's needs (landscaping, mulching, administrative work), but also provide valuable work experience and educational learning. In addition to being a paid internship, the residents also attend many different activities such as: A personal finance seminar, a self-defense class, Detroit Tigers games, a resume building lecture, laser-tag, and municipal parks & recreation volunteering. The program won a national award in 2015 and 2019 through the Institute of Real Estate Management and Multi-Housing News.

"First Responder" Days: An annual event that occurs in conjunction with local municipality's Police and Fire Departments that seeks to acclimate residents with the first responders of the city. MHT hopes that this organized event can help establish a positive relationship with first responders and teach the families about what they do. In addition,



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MHT also donates to help fund the local “Jaws of Life” program at Fire Departments, to purchase new equipment for the groups.

Chamber of Commerce Affiliate: MHT seeks to actively promote small and large businesses in the communities that we are in.

Gun Buybacks Program: A program highlighted in Wayne County that seeks to reduce the number of weapons on the streets. For individuals that have no need for a weapon, or come across one through day to day activities, they can turn in the weapon to the Wayne County Sheriff's Office and receive a \$50 gift card. MHT has financially supported this program over the years, and actively seeks to reduce violent crime within the county. In addition, MHT has sponsored three events with the Counties, effectively removing 5,000 guns from the streets.

Parks & Recs Clean Ups: MHT and its management affiliate, Continental Management (CM) spend multiple days a year having its employees volunteer and clean up parks in municipalities that their properties are in. Our goal is to provide a cleaner environment for the many families in the county and ease the burden off County officials.

Backpacks for Kids: A program started by MHT in 2010 that works with the employees and other company affiliates to collect backpacks and raise money for children in the County.

Hats & Gloves for Winter Program: An initiative like the Backpacks for Kids program, that seeks to raise money and receive donations of hats and gloves to give to the children of Wayne County.

Cass Community Social Services Tire & Mat Program: An effort started and managed by the Cass Community Social Services Group that collects old tires off the side of the roads in Wayne County and repurposes them to make “mud mats” for garages, office building, etc. MHT is a proud supporter of this program, having its employees participate in the making of these mats as well as donating to the cause.

Detroit Police Department Giveaways: Purchased, renovated, and gifted a new home for the MHT Detroit Spirit Home Giveaway to the deserving family of a local hero of the Detroit Police Department. MHT is a proud supporter of the Detroit Police Department and had the opportunity to renovate the Detroit Police Departments 5th Precinct in 2017.

Miracle on Vernor: On the first Friday in December, MHT celebrates the holidays with its Annual Miracle on Vernor event. Rather than throwing a large company holiday party, MHT throws a community wide Holiday Celebration to give back to the neighboring community in the City of Detroit. Each year MHT serves over 3,000 people in the community. The event provides hot meals, packages of food, personal hygiene items, winter apparel, haircuts, blood pressure checks, and tons of fun holiday activities.

Other MHT Sponsored Events:

- **YMCA Assemblies:** Representatives from the local YMCA teach residents a self-defense class, nutrition recommendations, and homework/time management assistance. This program has been very successful, and many residents have outwardly expressed their satisfaction with the program.



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MHT and its affiliated companies strive to impact every community that we engage with. We will continue to grow our already implemented programs as well as expand these programs to the new

communities that we bring online. Our mission is to be more than just a housing developer- we want to impact every part of a resident's life.

Awards

Multi-Housing News Awards 2020

Management Company of the Year – Continental Management

GLAStar Awards – 2020

Excellence in Education

- Continental Management

STAR Affordable Community of the Year

- Dauner Haus – Fenton, Michigan

PRISM Awards – 2020

Management Company of the Year

- Continental Management

Excellence in Education

- Continental Management

Multi-Housing News Awards – 2019

Platinum Award for Best Corporate Social Responsibility Program – The Summer Workforce

GLAStar Awards – 2019

Management Company of the Year

- Continental Management

Best Renovated Community of the Year

- Aspen Hills – Traverse City, Michigan

Star Community of the Year

- Dauner Haus – Fenton, Michigan

PRISM Awards 2019

Best Curb Appeal 1-299 Units

- Wellington Square – Detroit, Michigan

Best Innovative Idea at a Community

- River Crest – Detroit, Michigan

New Development of the Year

- 9100 On Gratiot – Detroit, Michigan

Best One Bedroom Floor Plan 1-15 Years

- Dearborn Town Center Senior – Dearborn, Michigan

Best One Bedroom Floor Plan 16 Years and Older

- Adams Senior Village – Westland, Michigan



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Company Profile

MHT Construction, LLC was established in 2016 with the experience and leadership of T. Van Fox, President. MHT Construction, LLC was created to serve as a compliment to the family of MHT Housing, Inc., MHT Management, LLC, Continental Management, LLC, and Continental Construction Management, LLC.

Prior to MHT Construction, LLC's formation Continental Construction Management, LLC provided years of hands on experience, a vast number of reliable, and quality subcontractors, and a reputation for completing projects on time and on budget. This will now be continued and passed on to MHT Construction, LLC.

MHT Construction, LLC will carry the same experience established through the following successful projects completed & in progress with Continental Construction, LLC as the General Contractor:

Country View III, Benton Charter Township, MI

Concept Design Studios (Architect)

2022-2023

Rehabilitation

of Units: 198

Cost of Project: \$11,480,505

Timeline: 12 months

Funding: MSHDA tax-exempt bond construction and permanent loan, Housing Trust Funds, 4% LIHTC, assumption of existing MSHDA HOME, and MSHDA Mortgage Resource Fund Loan

Jefferson Meadows II, Detroit, MI

Kem-Tec & Associates (Architect)

2022-2023

Rehabilitation

of Units: 83

Cost of Project: \$4,157,348

Timeline: 12 months

Funding: 4% LIHTC, MSHDA tax exempt bonds, MSHDA TCAP funding

Delhi Stratford Place II, Delhi Township

Kem-Tec & Associates (Architect)

2022-2023

Rehabilitation

of Units: 96

Cost of Project: \$4,764,846

Timeline: 12 months

Funding: 4% LIHTC, MSHDA tax exempt bonds, MSHDA HOME, TCAP (Section 3, MBE & WBE)

Bridgeview Senior, Eaton Rapids, MI

Quinn Evans (Architect)

2022

Adaptive Re-use/Historic Rehabilitation

of Units: 36

Cost of Project: \$ 6,232,965

Timeline: 9 months

Funding: Conventional Loan Financing, 9% LIHTC, and Federal Historic Tax Credit

Reverend Dr. Jim Holley Residences, Detroit, MI

Kem-Tec & Associates (Architect)

2022

New Construction

of Units: 60

Cost of Project: \$12,319,988 (total)

Timeline: 14 months

Funding: 9% LIHTC with MSHDA taxable bond financing and 4% LIHTC with MSHDA Tax Exempt Bond Financing, City of Detroit HOME (Section 3, MBE & WBE)

Tri City Village II, Watervliet, MI

Kem-Tec & Associates (Architect)

2021-2022

Rehabilitation

of Units: 56

Cost of Project: \$ 2,385,041

Timeline: 4 Months

Funding: 4% LIHTC, MSHDA Tax Exempt Bond Financing, MSHDA HOME (Section 3, MBE & WBE)

Center Line Park Towers II, Center Line, MI

Kem-Tec & Associates (Architect)

2021-2022

Rehabilitation

of Units: 300

Cost of Project: \$ 13,472,317

Timeline: 18 Months

Funding: 4% LIHTC, MSHDA Soft Gap, MSHDA Bond Mortgage (Davis Bacon, Section 3, MBE & WBE)

Center Ridge Arms, Essexville, MI

Kem-Tec & Associates (Architect)

2021

Rehabilitation

of Units: 100

Cost of Project: \$ 4,768,613

Timeline: 10 Months

Funding: 4% HTF, MSHDA Bond Mortgage (Davis Bacon, Section 3, MBE & WBE)

Village at Bloomfield, Pontiac, MI

Progressive Associates, Inc. (Architect)

2020-2022

New Construction

of Units: 150 Senior Units

Cost of Project: \$25,097,093

Timeline: 18 Months

Funding: MSHDA Soft Gap, MSHDA Bond Mortgage (MSHDA - Section 3, MBE & WBE)

Apple Ridge II, Kalamazoo, MI

Kem-Tec & Associates (Architect)

2021

Rehabilitation

of Units: 56

Cost of Project: \$ 3,130,846

Timeline: 10 Months

Funding: 4% LIHTC, MSHDA Soft Gap, MSHDA Bond Mortgage (Davis Bacon, Section 3, MBE & WBE)

Milwaukee Junction, Detroit, MI

Shelter Design Studio (Architect)

2020-2021

New Construction

of Units: 25 & Commercial Space

Cost of Project: \$5,133,773

Timeline: 12 Months

Funding: MSHDA Low Income Housing Tax Credits (Davis Bacon, Section 3, MBE & WBE)

Shiloh Commons II, Flint, MI

Kem-Tec & Associates (Architect)

2020

Rehabilitation

of Units: 125

Cost of Project: \$5,722,979

Timeline: 12 Months

Funding: MSHDA Low Income Housing Tax Credits (Davis Bacon, Section 3, MBE & WBE)

Colonial Meadows II, Pontiac, MI

Kem-Tec & Associates (Architect) 2020

Rehabilitation

of Units: 82

Cost of Project: \$3,237,048

Timeline: 12 Months

Funding: MSHDA Low Income Housing Tax Credits (Davis Bacon, Section 3, MBE & WBE)

Parkview Place II, Detroit, MI

Kem-Tec & Associates (Architect)

2019-2020

Rehabilitation

of Units: 198

Cost of Project: \$7,136,372

Timeline: 12 Months

Funding: MSHDA Low Income Housing Tax Credits (Davis Bacon, Section 3, MBE & WBE)

The Clay Apartments, Detroit, MI

Fusco, Shaffer & Pappas (Architect)

2019-2020

New Construction

of Units: 42

Cost of Project: \$7,950,246

Timeline: 12 Months

Funding: MSHDA Low Income Housing Tax Credits (Davis Bacon, Section 3, MBE & WBE)

Pablo Davis Apartments II, Detroit, MI

Kem-Tec & Associates (Architect)

2019-2020

Rehabilitation

of Units: 80

Cost of Project: \$3,655,206

Timeline: 12 Months

Funding: MSHDA Low Income Housing Tax Credits (Davis Bacon, Section 3, MBE & WBE)

Roberts III Apartments, Detroit, MI

Steven C. Flum, Inc. (Architect)

2018-2019

Rehabilitation

of Units: 197

Cost of Project: \$7,154,033

Timeline: 12 Months

Funding: MSHDA Low Income Housing Tax Credits

9100 Gratiot Commons, Detroit, MI

Shelter Design Studio LLC (Architect)

2018-2019

New Construction

of Units: 36 & Commercial Space

Cost of Project: \$5,890,000

Timeline: 14 Months

Funding: MSHDA Low Income Housing Tax Credits (Section 3)

Aspen Hills II, Traverse City, MI

Kem-Tec & Associates (Architect)

2018-2019

Rehabilitation

of Units: 70

Cost of Project: \$2,610,431

Timeline: 12 Months

Funding: MSHDA Low Income Housing Tax Credits (Section 3, MBE & WBE)

Camelot Hills II, Lansing, MI

Kem-Tec & Associates (Architect)

2018-2019

Rehabilitation

of Units: 102

Cost of Project: \$4,486,406

Timeline: 12 Months

Funding: MSHDA Low Income Housing Tax Credits (Section 3, MBE & WBE)

Walnut Grove II, Grand Rapids, MI

Kem-Tec & Associates (Architect)

2018-2019

Rehabilitation

of Units: 80

Cost of Project: \$3,201,642

Timeline: 12 Months

Funding: MSHDA Low Income Housing Tax Credits (Section 3, MBE & WBE)

Newman Court Apartments II, Pontiac, MI

Kem-Tec & Associates (Architect)

2017-2018

Rehabilitation

of Units: 172

Cost of Project: \$5,242,467

Timeline: 12 Months

Funding: MSHDA Low Income Housing Tax Credits (Section 3, MBE & WBE)

Ambrose Ridge Apartments II, Grand Rapids, MI

Kem-Tec & Associates (Architect)

2017

Rehabilitation

of Units: 84

Cost of Project: \$3,530,000

Timeline: 8 Months

Funding: MSHDA Low Income Housing Tax Credits (Section 3, MBE & WBE)

Roberts III, Detroit, MI

2017

Fire & Water Damage Restoration

of Units: 18

Cost of Project: \$ 604,655

Timeline: 8 Months

Funding: Insurance Proceeds

Royal Oak Towers, Ferndale, MI

2017

Fire & Water Damage Restoration

of Units: 20 & Common Areas

Cost of Project: \$ 1,533,036

Timeline: 8 Months

Funding: Insurance Proceeds

Parkview Place Apartments, Detroit, MI

2017

Fire & Water Damage Restoration

of Units: 13 & Common Areas

Cost of Project: \$ 836,341
Timeline: 8 Months
Funding: Insurance Proceeds

Silver Creek Apartments II, Flat Rock, MI

2017
Rehabilitation
of Units: 111
Cost of Project: \$3,992,659
Timeline: 12 Months
Funding: MSHDA Low Income Housing Tax Credits (Section 3, MBE & WBE)

Chase Run Apartments III, Mount Pleasant, MI

Kem-Tec & Associates (Architect)
2017
Rehabilitation
of Units: 160
Cost of Project: \$6,195,000
Timeline: 12 Months
Funding: MSHDA Low Income Housing Tax Credits (Section 3, MBE & WBE)

Oak Meadows Apartments, Albion, MI

2016
Fire & Water Damage Restoration
of Units: 6
Cost of Project: \$550,000
Timeline: 6 Months
Funding: Insurance Proceed

Adam's Senior Apartments, Westland, MI

Kem-Tec & Associates (Architect)
2016
Rehabilitation
of Units: 120
Cost of Project: \$4,750,000
Timeline: 10 Months
Funding: Private Equity

Bellridge Club-House @ Trilogy Apartments, Bellville, MI

2016
New Construction
of Units: 8,000 Sq. Ft. Club-House / Management Office
Cost of Project: \$1,400,000
Timeline: 8 Months
Funding: Private Equity

Gabrielle Apartments, Highland Park, MI

2016
Fire & Smoke Damage Restoration
of Units: 336
Cost of Project: \$ 3,560,000
Timeline: 8 Months

Funding: Insurance Proceeds

Mill Pond Apartments, Brighton, MI

Kem-Tec & Associates (Architect)

2015

Rehabilitation

of Units: 58

Cost of Project: \$2,564,000

Timeline: 8 Months

Funding: MSHDA Tax Credits / HUD 221(D)4 (Section 3 & Davis Bacon)

Glendale Buena Vista, Highland Park, MI

Kem-Tec & Associates (Architect)

2014-2015

Rehabilitation

of Units: 93

Cost of Project: \$3,400,000

Timeline: 6 Months

Funding: MSHDA - HOME Funds (Section 3, MBE, WBE, & Davis Bacon)

Gabrielle Apartments, Highland Park, MI

2014-2015

Flood Damage Restoration

of Units: 8

Cost of Project: \$ 655,581

Timeline: 6 Months

Funding: Insurance Proceeds

Royal Oak Towers, Ferndale, MI

2014

Fire Damage Restoration

Of Units: 3

Cost of Project: \$132,373

Timeline: 3 Months

Funding: Insurance Proceeds

Gabrielle Town Homes & Benjamin Manor Town Homes, Highland Park, MI

2014

Flood Damage Restoration

of Units: 152 Basements

Cost of Project: \$604,164

Timeline: 2 Weeks

Funding: Insurance Proceeds

Vista Villa, Saginaw, MI

2014

Fire Damage Restoration

of Units: 6

Cost of Project: \$723,749

Timeline: 6 Months

Funding: Insurance Proceeds

Genesis Villas, Detroit, MI

2014

Flood Damage Restoration & REAC Renovation

of Units: 89

Cost of Project: \$618,226

Timeline: 6 Weeks

Funding: Private Equity

Hope Senior, Oxford, MI

Kem-Tec & Associates (Architect)

2013-2014

Rehabilitation

#of Units: 50

Cost of Project: \$1,510,000

Timeline: 7 Months

Funding: MSHDA - HOME Funds (Section 3, MBE, WBE, & Davis Bacon)

Park Place, Grand Rapids, MI

Kem-Tec & Associates (Architect)

2013

Rehabilitation

of Units: 165

Cost of Project: \$1,850,000

Timeline: 7 Months

Funding: MSHDA - HOME Funds (Section 3, MBE, WBE, & Davis Bacon)

River Terrace, Benton Harbor, MI

Kem-Tec & Associates (Architect)

2013

Fire Damage Restoration# of Units:

30

Cost of Project: \$1,787,085

Timeline: 6 Months

Funding: Insurance Proceeds

Grayhaven Apartments, Detroit, MI

2013

Clubhouse, Pool Area, & Tennis Court Renovation

of Units:

Cost of Project: \$460,000

Timeline: 3 Months

Funding: MSHDA

Vista Villa, Saginaw, MI

Kem-Tec & Associates (Architect)

2012-2013

Rehabilitation

of Units: 100

Cost of Project: \$1,919,900

Timeline: 7 Months

Funding: MSHDA - HOME Funds (Section 3, MBE, WBE, & Davis Bacon)

Day-Star Estates, Detroit, MI

2012

Fire Damage Restoration

of Units: 1 Home

Cost of Project: \$135,000

Timeline: 3 Months

Funding: Insurance Proceeds

Village Park Apartments, Detroit, MI

2012

Fire Damage Restoration

of Units: 12

Cost of Project: \$850,000

Timeline: 6 Months

Funding: Insurance Proceeds

Ridgewood Vista, Jackson, MI

2012

Fire Damage Restoration

of Units: 6

Cost of Project: \$1,171,611

Timeline: 6 Months

Funding: Insurance Proceeds

Gabrielle Apartments, Highland Park, MI

2011

Flood Damage Restoration

of Units: 8

Cost of Project: \$890,000

Timeline: 6 Months

Funding: Insurance Proceeds

University Club Apartments, Detroit, MI

2010

Rehabilitation

of Units: 120

Cost of Project: \$1,800,000

Timeline: 8 Months

Funding: MSHDA - HOME Funds (Section 3, MBE, WBE, & Davis Bacon)

The Clay Apartments Executive Summary

MHT Housing, Inc. (MHT) and the Neighborhood Service Organization, Inc. (NSO) partnered to jointly develop a new state of the art building on the site of the former Detroit Police Department's 7th Precinct located at 3364 Mack Avenue in Detroit's McDougal Hunt neighborhood. NSO is a City of Detroit approved Community Housing Development Organization (CHDO) and will be the general partner. This project received an \$800,000 Low Income Housing Tax Credit ("LIHTC") reservation under the Strategic Investment Category from the Michigan State Housing Development Authority (MSHDA) in the October 2017 funding round. The deal closed on March 22, 2019 and construction began on March 25, 2019.

The project, which is known as Clay Apartments and will feature 42 one-bedroom Permanent Supportive Housing (PSH) units targeted for men and women transitioning from homelessness. All residents' rents will be covered by Section-8 project-based vouchers from the Michigan State Housing Development Authority (MSHDA). The units will come fully furnished and all utilities will be paid by the landlord. Clay Apartments will be a two-story 37,390 square foot apartment building and each one-bedroom will be 464 square feet. In addition, there will be common space for the residents including a community center, library, computer center, lounge spaces and a fitness center. The building will also have on-site office space set aside for NSO to manage services for the PSH requirement of the development. The development will have a transformational impact in ending Detroit's Homelessness and will be further coupled with a new construction "Phase II" service center facility operated by NSO.

FINANCING THE TRANSACTION

The total development cost for Clay Apartments is projected to be \$11,577,523. City Real Estate Advisors (CREA) is the equity limited partner for the LIHTCs and proceeds from the sale of the credits are estimated to be \$7,519,173. Construction Financing is being provided by JP Morgan Chase. The Construction loan is estimated to be around \$6,350,000 with a rate around 4.8%. Cinnaire Investment Corporation will provide an 18-year \$875,000 permanent 1st mortgage with an estimated rate of 5.9% amortized over 35 years. The Federal Home Loan Bank of Chicago has awarded an Affordable Housing Plan (AHP) loan to assist the transaction in the amount of \$451,303. To balance the transaction the City of Detroit has awarded a \$2,090,000 HOME loan with an annual debt payment expected to be \$1,200 and a Community Development Block Grant (CDBG) loan of \$500,000.

THE PARTNERSHIP

This PSH development is owned by an entity named The Sanctuary Limited Dividend Housing Association, LLC. An entity named Sanctuary NSO GP, LLC is the LDHA's managing member general partner. MHT has a special limited partnership interest with an entity named Sanctuary MHT GP, LLC. The investor member CREA owns 99.99% in an entity named CREA The Clay, LLC.

THE DEVELOPMENT TEAM

Sponsor/Developer	Neighborhood Service Organization, Inc.
Co-Developer	MHT Housing, Inc.
Owner	The Sanctuary Limited Dividend Housing Association, LLC
Service Provider:	Neighborhood Service Organization, Inc.
Property Manager:	MHT Management, LLC
Architect:	Fusco, Shaffer and Pappas
General Contractor:	Continental Construction Management, LLC
Project Attorney	Rochelle E. Lento, Esq. Dykema



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Tab 3 – Quality of Property Management and Relocation Services Provider

- a. Name of Property Manager (relocation/service provider) If one company two narratives one on PM and relocation services)

MHT Management (Management Agent) and MHT Construction (Contractor) work closely on establishing a relocation plan that will be followed during the physical rehabilitation of the building. This plan is essential in helping to minimize disruption to tenants and development operations, retain existing residents, market vacant units and identify various responsibilities during the rehabilitation process.

Communications – Communications is a crucial part of the plan between the Contractor, Management Agent, and the residents. Primary responsibility for this communication will rest with the Management Agent's on-site property management with a secondary communication responsibility with the Management Agent's regional manager. Contact phone numbers will be communicated to residents via print communications and during the resident meeting as well as posted in the Management Office. At all times, residents will be encouraged to contact the Management Agent's representatives to communicate questions or concerns related to the transition plan/execution; including any challenges they may experience with the Contractor.

Start of Work – The contractor will provide the management agent four to six weeks notice of the start of construction. Management will communicate the anticipated start date to the tenants with an introduction "Notice of Start Date" letter.

Resident Meeting – A representative of the Owner, Contractor and Management Agent will hold a meeting with all residents. Information will be provided on what to expect during the rehabilitation of the property. Residents will be provided details on relocation rights and will be encouraged to participate in the moving, packing and storing of the household goods and personal belongings. Additional tenant meetings will be scheduled as needed. Tenants will be encouraged to voice concerns or ask questions to the on-site manager who will in turn receive directives from the owner and management agent to resolve any issues and keep tenants informed.



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Sample Relocation Plan

It is not anticipated that residents will be permanently relocated during the construction at Parkside Apartments while temporary relocation may be necessary. The owner and management agent, MHT Management, LLC, will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 or section 104(d) of the Housing and Community Development Act of 1974. All requirements of the URA, HCDA, and applicable program regulations governing the Development have and will continue to be complied with. Such compliance includes, but is not limited to, delivery of notices, reimbursement of costs, and the provision of planning assistance, advisory services, and coordination assistance, as required under the URA and HCDA.

Daily Displacement of Residents – It is anticipated that the majority of the tenants will be displaced on a daily basis for a period of 7 to 10 days while crews work to rehabilitate their unit. Said plan will eliminate the need for residents to physically move out of their unit on a temporary basis. Residents will be provided boxes and necessary moving materials paid for by the contractor to box up their possessions to help prevent damage and remove items out of the work area of the contractors. Residents will be encouraged to pack their personal belongings but will be provided assistance if they are unable or unwilling to box up their possessions by themselves.

Work will begin by 8 am, Monday through Friday, and work will conclude on all occupied units by 6 pm. MHT Construction, LLC (MHTC) and all subcontractors will be required to follow MHTC's Covid-19 protocols. These protocols ensure the safety of the residents, contractors, and management staff at all times.

In the event the work requires an extended timeframe or work is continued on a Saturday or Sunday, special arrangements and provisions will be made with the tenants affected. These arrangements will include use of the Hospitality Spaces (see below). This will also include food choices normally offered during the week or gift certificates for meals at local restaurants if necessary. Residents will have the choice of a daily allowance of \$15.00 per household member to be used at their discretion for food or entertainment while construction crews work in their unit between the hours of 8am to 6pm or use of the "Hospitality Spaces". For those residents who choose to stay on site during the construction work hours the "Hospitality Spaces" will be provided for their use during these hours. Additionally, even those residents who have chosen to accept the daily allowance will be allowed to take advantage of the benefits of the Hospitality Spaces.



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The Hospitality Spaces- will be furnished with a living room set, television, table and chairs, infant crib and mats for small children. A computer with internet access will also be available for their use. Each evening the Hospitality Spaces will be wiped down with virus-killing cleaners to help stop the spread of Covid-19. Sanitizing spray and wipes will be available in the Hospitality Spaces during the day. Social Distancing reminders and mask protocols will be posted in the Hospitality Spaces as well.

It is anticipated that residents will have finished their breakfast by 8am when the construction crew arrives to begin work and that they will be able to return to their units by 6pm to prepare dinner for themselves and their family. If work continues beyond 6 pm, then gift certificates for dinner will be provided.

If for any reason the scope of working being performed that day is not completed and ultimately causes displacement from the individual's unit, the general contractor will provide hotel accommodation at a local hotel for an overnight stay at the general contractor's expense.

Retention – It is our belief that with the plan as specified above that the tenants will be pleased and happy with the rehabilitation of their home and therefore will remain a tenant of the property. It will be the Management Agent's responsibility to work with the tenants on a one-on-one basis to eliminate any concern, discomfort or burden caused the rehabilitation of the property. The Regional Manager will contact any tenant who submits a notice to vacate and those who move-out during the rehabilitation period in an effort to retain all eligible households as a resident of Parkside Apartments. As related party entities, the Owner, MHT Management, and MHT Construction will work diligently to provide a "like new" property when complete.

If permanent relocation is determined to be the best option for the current residents at Parkside, MHT and DHC will find the proper consultant to help assist in relocating residents in a way that will cause them the least amount of inconvenience.

- b. Resumes of key team members involved in the project.
 - a. Developer
 - i. MHT Housing – Resumes included in Tab 2
 - 1. Van Fox
 - 2. Donna McMillan
 - 3. Dawn Everett
 - b. Management
 - i. MHT Management – Resume included in Tab 2



An affordable non-profit housing corporation serving Michigan's housing needs

1. Troy Thelen
- c. Construction
 - i. MHT Construction – Resume included in 2
 1. Paul Stoddard
- c. Narrative of company's operating philosophy and approach including any experience with PSH or tenant services

MHT Management, LLC combines fresh, progressive management strategies with modern communications in order to provide affordable housing and maximize investment return in tandem with insuring long-term appreciation. While maintaining an emphasis on profitability, residents are still at the heart of its goals and business practices. MHTM offers the following in-house services: on-site management, compliance, accounting, legal, security, facilities, resident relations and marketing. MHTM doesn't just focus on the housing of the residents, they also focus on the betterment and well-being of the residents. That is why they offer services to their residents.

Parkside residents will have access to on-site services in the form of Healthcare Counseling and will also have access to off-site services in the form of Workforce Training.

- ¶ Healthcare Counseling Provider – Parkside residents of the property will benefit from a Healthcare Counseling Provider that will come directly to the property. The Healthcare Provider will commit to providing a number of services to help with overall wellness of the residents, including, but not limited to regular health screening events; providing on-site medical services and medical equipment; assistance with Medicare/Medicaid programming; assist in developing health and wellness plans for residents to prevent future emergency room visits; and many other forms of assistance. The programming is being provided above and beyond any traditional services that would be offered by property management and will be at the cost of ownership and the property management company. There will be no additional cost to the residents for use of these services and participation in these services are at the sole choice of residents. The Healthcare Coordinator will be an employee of the property management company to allow for the needed flexibility to ensure all resident needs are met and the position is being hired simultaneously with this application submission in anticipation of it being ready to go when the project is completed.
- ¶ Workforce Development Organization – Residents of Parkside will have access to MHTM's workforce development organization. The M Training Center provides a workforce training curriculum that provides participants with the skills needed to obtain



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a career in apartment maintenance and/or eventually skilled trades like plumbing and electrical. M Training Center already has one active location that is fully operational in the New Center area and a second location is currently being development in Southwest Detroit. The first location in New Center has already graduated some of its early participants in the program and has been so successful that additional participants are getting ready to begin the next round of the program. Additional detail on the program can be found in the enclosed letter from M Training Center and at <https://mtrainingcenter.org/>.

In regard to PSH, MHTM currently manages Arthur Antidel Apartments in partnership with Cass Community Social Services as well as the Clay Apartments in partnership with Neighborhood Service Organization (NSO). MHTM works hand in hand with these supportive service agencies to provide residents with the care they need.

Aside from PSH properties, MHTM also brings in support to their residents by working with organizations like Area Agency on Aging, PACE, AARP, and other community organizations. In addition, MHTM will soon be adding a Health Director position to the company that will enhance health and well-being throughout our communities.

- d. Provide three references clients in the last five years (owners of similar type units LIHTC/Public Housing)

Management References

Bob Jacobson
President, LC Consultants, LLC
Ph: 248-346-8600 Email: bob@lwc.wine

Darchelle Strickland
Executive Director, Bridging Communities
Ph: 313-802-6400 Email: d.stricklandlove@bridgingcommunities.org

Linda Smith
Executive Director, U-SNAP-BAC
Ph: 313-613-8778 Email: ls@usnapbac.org



MHT Management Company Profile

ABOUT MHT MANGEMENT, LLC

MHT Management, LLC was founded in 2017 and maintains a shared service agreement with Continental Management, LLC. Continental Management, LLC was founded in 2003 as a fully-integrated property management company, the executive staff of Continental Management has a total of over 100 years of experience in the affordable housing industry. As a proven leader in the industry, Continental Management combines fresh, progressive management strategies with modern communications in order to provide affordable housing and maximize investment return in tandem with insuring long-term appreciation. While maintaining an emphasis on profitability, residents are still at the heart of Continental Management's and MHT Management's goals and business practices.

OUR VISION

Our team is committed to providing quality service to our residents and clients. MHT Management's primary objective is to provide the best possible living environment for every resident, creating a sense of ownership and pride, and to continually enhance the surrounding neighborhoods where communities are located. This is done by creating new job opportunities and use of local vendors, through construction and renovation efforts, as well as extra tax revenues to the community at large. MHT Management's on-site professionals provide daily service to residents and demonstrate the company's commitment to quality through consulting, marketing, statistical research, maintenance, and energy management.

AWARD WINNING MANAGEMENT

Continental Management and MHT Management have received recognition by several organizations for providing quality management. Some of our awards include:

- ¶ Management Company of the Year – Detroit Metropolitan Apartment Association
- ¶ Management Company of the Year – Property Management Association of Michigan
- ¶ Institute of Real Estate Management – Corporate Responsibility Award for the Summer Workforce Internship Program
- ¶ Multi-Housing News – Platinum Award, Best Corporate Social Responsibility Program – Summer Workforce Program

COMMUNITY IMPACT

With an emphasis on community impact and customer service, MHT Management is a key contributor to the revitalization of the communities it serves. MHT Management has provided community safety programs in conjunction with the local police departments, neighborhood clean-ups, community dinners, scholarships, paid internships for students. We also support community organizations that benefit the neighborhoods we serve. This culture of service motivates staff to not only help in their communities, but to serve one another as partners, friends, and mentors.

COMMITMENT TO QUALITY & EDUCATION

MHT Management can attribute much of its success to the extensive training in good business practices it provides for all of its employees. Five of the company's trainers have earned the prestigious National Apartment Association –

Advanced Instructor Trainer (AIT) designation. We also encourage and support training through the NAA affiliates and other trade organizations.

WHAT MAKES US DIFFERENT?

MHT Management has a wealth of in-house expertise, which allow us to provide training programs and specialized services that other companies typically outsource. Most training and education is taught by our five National Apartment Association certified Advanced Instructor Trainers. We provide training in fair housing, customer service, risk management, leasing, outreach, compliance, inspections, legal processing, leadership, and finance. MHT Management also has several specialized departments. We offer legal services, security management, landscaping, facilities team and compliance management. This allows MHT Management to reduce operating costs by decreasing the expense of outside vendors and consultants.

18 YEARS OF BUSINESS. A LIFETIME OF IMPACT.

It is our continued duty to invest in people first and to foster a community where employees can grow personally and professionally. In 18 years, Continental Management and MHT Management have grown exponentially and continue to provide exceptional service to clients and residents. Our progressive business practices will continue to drive higher occupancies, resident renewals and referrals.

ALL MHT MANAGEMENT PROPERTIES RECEIVE THE FOLLOWING MANAGEMENT SERVICES:

On-Site Management

MHT Management's on-site management team handles day to day operations of the site including leasing, marketing, rent collections, delinquency collection, resident relations, and maintenance.

Compliance

Compliance with State and Federal guidelines and those detailed in the regulatory agreements and Section 42 of the IRS Code are of utmost importance for properties with a subsidy. MHTM's compliance team ensures that all documentation is in compliance with HUD/MSHDA criteria for each property.

In addition to the training and certification of the compliance team, each member of senior staff has all relevant certifications and continuous compliance training is required.

Accounting

The accounting team at MHT Management takes pride in maintaining accuracy and efficiency in financial management systems. Our highly trained accounting team manages financial record-keeping, budgets, accounts payable and accounts receivable. Monthly financial reporting is completed in-house and under the supervision of a certified CPA who reviews each financial report.

Legal Services

The company's in-house legal team is able to handle landlord-tenant eviction work and also advises on risk management issues, resident dispute issues and general legal questions.

Security Services

The in-house Security Director of MHT Management coordinates with local municipalities and community organizations to ensure the safety and security of each property. The Director is a former Sergeant who recently retired after 25 years on the police force. His role is to evaluate deficiencies in security and work to solve these issues to improve safety.

The Facilities Team serves as a consultant on each property for the site maintenance issues. This team frequently inspects each property and recommends repairs or improvements that will reduce expenses and increase efficiency at the site level. The Facilities Team is the lead on all inspections, including preparing for REAC's with the goal of reaching a 90+ score for each property. In addition, the Facilities Team is also the lead on all preventative maintenance requirements, oversees all emergencies, leads a hand in remediation of all inspection deficiencies, and assists with additional property needs as required. This team is also experienced in overseeing renovations and new construction projects.

Resident Relations

The MHT Management team is committed to providing quality service to residents. MHT Management's primary objective is to provide the best possible living environment for every resident, creating a sense of ownership and pride, and to continually enhance the surrounding neighborhoods where communities are located.

Resident retention is a top priority, so community managers are encouraged to host events and provide incentives that build a sense of community and pride of place. MHTM's communities also participate in community programs that offer services to residents such as free transportation to grocery/pharmacy stores, meals on wheels, and visiting physician services (based on property need). In addition, each community provides information to residents in need for agency help with rent or other critical services.

Each community manager is trained to communicate effectively with residents and handle resident concerns at the site-level. When concerns are above the scope of the community manager, residents are encouraged to call the corporate office to discuss their issue. A plaque listing the contact number for MHT Management is posted in the office at each community. All resident grievances that reach the corporate office are immediately recorded on a "Resident Relations Form" and communicated with executive management. Each resident is contacted within 24 business hours to resolve their complaint.

Marketing

MHT Management's experienced property management staff is knowledgeable of marketing best-practices and continue to improve marketing processes each year.

Marketing needs are evaluated on a case-by-case basis and a plan is developed to reach stabilized occupancy in the high 90's.

Marketing efforts will include creation of an online presence on the MHT Management website and ILS listing sites; utilization of free Craigslist.com advertisements; outdoor leasing signs; outreach to community organizations and businesses via printed brochures and flyers; newspaper and rental magazine advertisements only as needed.

All marketing materials can be designed and printed in-house through the corporate office for cost savings, or printed professionally if required.



An affordable non-profit housing corporation serving Michigan's housing needs

Tab 4 – Quality of the Design Teams

- Provide the name and contact information for the architectural and engineering teams

Kyle Osterhart, AIA, LEED AP BD+C

Project Architect

Concept Design Studio, Inc.

800 East Ellis Road, Norton Shores, MI 49441

www.conceptdesignstudio.net | P.231.799.4838 | C.231.638.7462

Sandra Little, Principal

Quinn Evans

4219 Woodward Ave Suite 301

Detroit MI 48201

313-462-2550

- Provide brief resumes of key team members/staff

Please reference Tab 2 for resumes

- Submit a company flipbook or portfolio showing relevant multifamily and affordable projects; alternatively, provide a brief description of multifamily, affordable, or mixed-use projects from the past ten years. Where applicable, please include plans, renderings, and photographs of work; indicate whether the project is complete or in progress.

Please see the attached for pictures of some of our highlighted properties. Below is some background information on the projects included.

Center Ridge Arms-

1. Description: Center Ridge Arms is a 100-unit, five story family public housing development that was owned by the Bay County Housing Authority ("Bay County") and was constructed in 1984. The development is located at 798 N. Pine Road, Essexville, Michigan 48732, and is comprised of 100 one-bedroom units. Center Ridge Arms used the HUD Streamlined Voluntary Conversion ("SVC") process, resulted in all 100 units receiving Tenant Protection Vouchers ("TPV"). Bay County worked with MSHDA under its Public Housing Authority (PHA) Plan to convert the TPVs to Project Based Vouchers ("PBV"). This transaction included Housing Trust Fund Dollars



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("HTF"), MSHDA's Tax Exempt Lending Program, and 4% Low-Income Housing Tax Credits to refinance and rehabilitate all 100 affordable units at Center Ridge Arms.

2. Plans: Please see attached site plan.
3. Before and After photos: Please see the before and after pictures slideshow (in the folder).
4. Rehab was completed in 2021.

Milwaukee Junction-

1. Description: The Detroit Catholic Pastoral Alliance ("DCPA") and MHT Housing, Inc. ("MHT") partnered to develop the "Milwaukee Junction Apartments", a new construction mixed-use building with (25) one-bedroom affordable and market rate family residential units and 1,811 square feet of first floor commercial space. Located at 258 East Milwaukee Avenue, Detroit, Michigan, the project serves as a vital component of the neighborhood revitalization work being implemented in Detroit's New Center neighborhood and will serve as a beacon of mixed income housing in one of the City's most rapidly gentrifying neighborhoods.
2. Plans: Please see attached site plan.
3. Before and After photos: Please see attached pictures
4. New construction was completed in 2021.

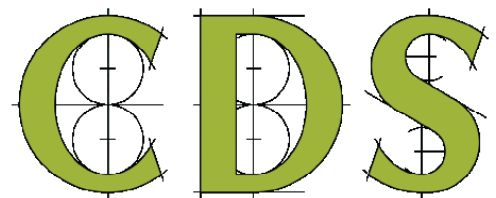
9100 on Gratiot

1. Description: The Detroit Catholic Pastoral Alliance (DCPA) and MHT Housing, Inc. partnered to develop 9100 on Gratiot, a multi-family affordable permanent housing project located at 9100 Gratiot Avenue on the eastside of Detroit. The project is a new construction mixed-use building with (36) Low Income Housing Tax Credit units and 10,000 square feet of commercial space. DCPA is a nonprofit 501(c)(3) CHDO that has been implementing a comprehensive housing development, commercial development, neighborhood beautification, and community organizing program for nineteen (19) years in the Gratiot Woods Community, where 9100 on Gratiot is located. 9100 on Gratiot is a four-story building with a total of twenty-two (22) two-bedroom and fourteen (14) one-bedroom residential apartments on the second, third and fourth floors. All (36) units are affordable Low Income Housing Tax Credit units and there are also PBV's from the Detroit Housing Commission.
2. Plans: Please see attached site plan.
3. Before and After photos: Please see the photos in the P drive.
4. New construction was completed in 2019.

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CONCEPT DESIGN STUDIO, INC.

www.ConceptDesignStudio.net



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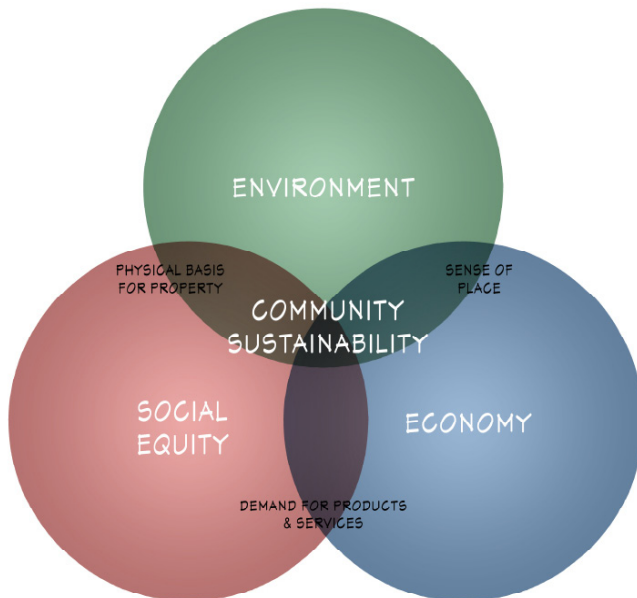






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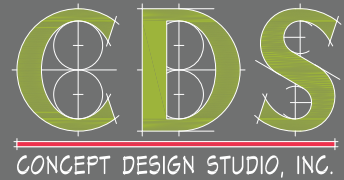


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WPF ENGINEERING, LLC

Lynn Surdock, PE
ELECTRICAL ENGINEER
616-340-9627
LSURDOCK@WPF-ENGINEERING.COM

Amy Zeboor, EIT, LC, LEED AP
ELECTRICAL ENGINEER
616-485-2222
AZEBOOR@WPF-ENGINEERING.COM

Mike Johnson, PE
ELECTRICAL ENGINEER
616-835-0459
MJOHNSON@WPF-ENGINEERING.COM

*Experienced, Creative, Energy
Conscious Designs to meet
your needs and*

ACCREDITATIONS

*Professional Engineer Licensed in
Michigan, Missouri, Florida &
BSEE iUniversity of Maryland, College Park 1992*

*LEED Accredited Professional
NCQLP Lighting designer
Registered Engineer in Training - State of Michigan
BSEE iMichigan Technological University 1988*

*Professional Engineer Licensed in
Michigan, Indiana, Illinois, California &
BSEE iLake Superior State University 2001*

WPF Engineering specializes in providing quality electrical design to enhance the architecture and energy efficiency i reducing ownLynn & Amy & Mike have t i worked on a variety of LEED and Green Community projects. Our experience in a variety of building types allow us to fully integrate the electrical design, coordinating technology systems, such as AV, Security, Fire Alarm, Communications and Lighting Control. Lynn and Amy started their career working for NASA and Meijer. Mike worked for A/E firm with Lynn & Amy before moving to Buist Electirc. With over 35 years of experience we are committed to providing the technical expertise needed for a successful project and ongoing relationship with the client. We provide a collaborative team approach iWorking with Architects, Designers, Owners and Contractors to achieve designs that are tailored to meet your needs and more!

SELECTED PROJECT EXPERIENCE

Housing

LUDINGTON I & II LDHA LLC oLEED FOR HOMES

Ludington, MI
A two new apartment buildings. Workout space, gathering space, office and 30 apartments in each building. Power, Lighting and fire alarm design.

CAPITOL PARK CENTER oLEED FOR HOMES

Lansing, MI
A two new apartment buildings. Workout space, gathering space, office and 24 apartments in each building. Power, Lighting and fire alarm design.

WELLINGTON SQUARE I & II oGREEN COMMUNITIES

Detroit, MI
A Renovat abandoned, high-rise building into new apartments. Provided retail, community room space and 91 apartments. Power, Lighting and fire alarm design.

SERRANO LOFTS LDHA LP oLEED

Grand Rapids, MI
A Renovat abandoned building into new t i apartments. Workout space, gathering space, office and 15 apartments.

TC COMMONS II LDHA LLC

Cottage 36 - LEED
Traverse City, MI
A Renovat abandoned building into new t i n apartments. Workout space, gathering space, office and 30 apartments.
A new parking and pathways

EVERGREEN COMMONS

Holland, MI
A Extensive Technology taping of patient and student activity.
A Relighting of enkarid st i remote from facility. Special attention to security lighting.

HOSPICE OF HOLLAND

Holland, MI
A Power, Lighting, Emer licensed Hospice facility.
A Technology coordinati surveillance, Nurse call and CATV systems in facility and coverage over site for exterior patient care.

EMERALD FLATS oLEED FOR HOMES

Grand Rapids, MI
A Renovation of an historical registered school building into 50 apartments with church tenant on the first floor. Power, Lighting and fire alarm design.

KLINGMAN LOFTS oLEED

Grand Rapids, MI
A Renovation of an historical registered building which was a warehouse into 83 apartments with retail on the first floor. Power, Lighting and fire alarm design.

DIVISION PARK PLACE oLEED

Grand Rapids, MI
A Renovation of old abandoned building into new apartments. Workout space, gathering space, office and 30 apartments.

CENTURY LOFTS I & II LDHA LLC - LEED

Grand Rapids, MI
A Renovation of existing historical building into new apartments. A three future tenants, workout space, gathering space, office and 87 apartments.
A new low level parking ramp for tenants.
A new courtyard and play area for children.

HOPE LODGE (LEED NB)

Grand Rapids, MI
A Apartment sty residential and a b i l hospitality style. Power and Lighting Design for LEED Certified submittal.

ARENA PLACE

Grand Rapids, MI
A High Rise residential with 100 apartments and high-rise office tower along with restaurant and retail spaces on the main floor and 3 levels of parking ramp. Power, Lighting and fire alarm design. Two office tenant fit outs as separate projects.

PARK PLACE

St. John, IN
A Inde and assisted living facility and wellness center, 200,000 Sq. Ft. Power, lighting design and Technology coordination. For building and site utilities
A Entry and Park if buildings Utilities d and site lighting design programmed for future buildings,



**MECHANICAL ENGINEER
ABILITY ENGINEERING**
616-232-5817
cnolan@ability-engineer.com

ACCREDITATIONS

Licensed Professional Engineer – Michigan, Florida, Indiana, Ohio, Wisconsin, Illinois, Pennsylvania, Missouri, New York, South Carolina, Idaho

LEED Accredited Professional since 2003

NCEES Council Records Program

BSME – Michigan Technological University 1993

Chris has over 25 years of Mechanical Engineering experience working with buildings and system of all sizes, both as a contractor and design engineer. He specializes in HVAC system design and selection that best balances system first cost, energy efficiency, and long term maintainability.

Because of his LEED accreditation and experience, he is familiar with HVAC and plumbing systems and equipment that can achieve improved operational efficiency and how to properly apply them.

Because of his experience working at a large general contracting firm, Chris understands the construction process from start to finish and is uniquely qualified to lead the mechanical engineering efforts from design concept through substantial completion. Chris has been owner/partner and in responsible charge of all engineering related services for Ability Engineering since its foundation in 2010.

SELECTED PROJECT EXPERIENCE

Multi-Family

WELLINGTON HOUSE—MAJOR RENOVATION Detroit, MI

- Mechanical Engineer of Record for major renovation of 10 story apartment building, 165,000 SF (2015-2017)

EMERALD FLATTS/EASTERN ELEMENTARY—MAJOR RENOVATION Grand Rapids, MI

- Mechanical Engineer for Record for major renovation of 60,000 SF elementary school into multi-family housing (2018)

TOWERS ON RIVER Holland, MI

- Mechanical Engineer of Record for new construction 5 story, 55,000 SF mixed use development w/ lower level indoor parking, 1st floor and 2nd flr commercial office space, and floors 3 through 5 private condo units (2020-2021)

TOWERS ON RIVER Holland, MI

- Mechanical Engineer of Record for new construction 5 story, 55,000 SF mixed use development w/ lower level indoor parking, 1st floor and 2nd flr commercial office space, and floors 3 through 5 private condo units (2020-2021)

BRADFORD WHITE CORPORATION Middleville, MI

- Mechanical Building Engineer of Record for new 64 bay warehouse and shipping building addition (2012)
- HVAC Engineer for Record for major renovation of Center plant and new 2nd floor finishing system (2013-2014).
- Mechanical Engineer for Record for major renovation of Main Line plant (2015-2016).
- HVAC Engineer for Record for new 3 story office area and central Stores Expansion (2016-2020).

ROSKAM Grand Rapids, MI

- Mechanical Engineer of Record for S-2 plant Steam system major renovation project and Waffle production line (2017).

HOLLAND HOSPITAL Holland, MI

- Mechanical Engineer of Record for chiller plant upgrades two (2) 500 ton chillers and two (2) 500 ton cooling towers

LUDINGTON SENIOR LIVING Ludington, MI

- Mechanical Engineer of Record for two separate new construction 4 story, 38,000 SF apartment buildings w/ 1st flr commercial mixed use (2016-17)

LANSING CAPITOL PARK Lansing, MI

- Mechanical Engineer of Record for two separate new construction 4 story, 38,000 SF apartment buildings w/ 1st flr commercial mixed use (2016-17)

BROADWAY LOFTS Mt Pleasant, MI

- Mechanical Engineer of Record for new construction 5 story, 60,000 SF apartment buildings w/ 1st flr Grocery store (2021)

DISPLY PACK Cedar Springs, MI

- Mechanical Engineer of Record for new 2 story, 20,000 SF office addition (2018)
- Mechanical Engineer of Record for design and fabrication of 800 ton industrial process cooling system for plastic injection molding processes (2022)

ATESTEO East Lansing, MI

- Mechanical Engineer of Record for tenant improvement/renovation of 35,000 SF office and for design and fabrication of 500 ton custom process cooling system for environmental test cell waterside cooling system (2022).

SPECTRUM HEALTH BLODGETT CAMPUS East Grand Rapids MI

- Mechanical Engineer of Record for renovation new 4-story north parking ramp and associated renovations (2019).
- Mechanical Engineer of Record for renovation replacement of existing steam absorption chiller with new 1200 ton centrifugal chiller; refitting of existing cooling tower to match new chiller condenser requirements (2011).

MERCY HEALTH SAINT MARY'S HOSPITAL Grand Rapids MI

- Mechanical Engineer of Record for renovation added air handler system to serve 9th floor Labor Delivery area (2015).

Commercial/Industrial

Health Care

Jonathan P. Male, PE

Project Engineer

Jonathan has been with Exxel Engineering since 1994 and has been a Licensed Engineer since 2000. He has assisted the project managers at Exxel in the various functions needed to complete a successful project, including site grading, earthwork computations and stormwater management. He has worked directly with the City of Grand Rapids, MDOT, EGLE and the Kent County Road and Drain Commissions to provide the necessary easements, agreements and permits for approval.

Professional Experience

- ¶ Avanterra Forest Hills Preserve
- ¶ South Blendon Vista Apartments
- ¶ Georgetown Apartments
- ¶ Felch Street iHØm Flats
- ¶ 28 West - HØm F l a t s
- ¶ Maynard - HØm F l a t s
- ¶ Arcadian Apartments
- ¶ Coopers Landing Apartments
- ¶ Crescent Village Apartments

Career History: 27 years

Exxel Engineering, Project Engineer, 1994 to date



Education

Bachelor of Science iCivil Engineering,
Calvin College, 1994

Affiliations

Registered as a Licensed Professional
Engineer for the State of Michigan since
2000 (#47456)

Special Expertise

Site Development
Stormwater Management
Floodplain Modeling
Document and Agreement Expediting

Todd R. Stuive, PE

Chief Executive Office & Project Manager

Todd has been with Exxel Engineering since 1988 and has been a Licensed Engineer since 1992. He has a broad level of experience in all aspects of site development. As a site designer, he is experienced in grading, utility, drainage, parking lots and roadway design. Todd has the ability to take a multitude of parameters and bring them together for a successful design project. He has years of experience working with municipal reviewing agencies such as M.D.O.T., EGLE, Drain Commissions, Road Commissions and local municipalities. His goal on each project is to deliver a product that also meeting the regulatory requirements for the site.



Professional Experience

- ¶ Avanterra Forest Hills Preserve
- ¶ South Blendon Vista Apartments
- ¶ Georgetown Apartments
- ¶ Felch Street iHØm Flats
- ¶ 28 West - HØm Flats
- ¶ Maynard - HØm Flats
- ¶ Arcadian Apartments
- ¶ Coopers Landing Apartments
- ¶ Crescent Village Apartments

Career History: 34 years

Exxel Engineering, Project Manager, 1988 to date

Education

Bachelor of Science iCivil Engineering,
Calvin College, 1988

Affiliations

Registered as a Licensed Professional
Engineer for the State of Michigan since
1992 (#38273)
American Society of Civil Engineers

Special Expertise

Site Development
Community/Land Use Planning
Water Resources
Stormwater Management

Dear Green Building Colleague,

Thank you for the opportunity to support the team. As you're getting started with your new project, please allow me to provide a brief personal introduction to our company. My staff and colleagues at Eco Achievers are all credentialed building science professionals and we have built our business supporting affordable and market-rate housing projects in the Midwest and throughout the country.

Eco Achievers is an established green building and energy rating firm operating since 2008. We provide energy modeling, testing, and verification/certification services for a spectrum of high-performance building standards including LEED, National Green Building Standard (NGBS), Enterprise Green Communities, ENERGY STAR, Zero Energy Ready Homes, Passive House U.S./PHIUS, GreenStar, and more. Based in Chicago and Detroit, we have a staff of ten employees and a trusted network of independent contractors that we leverage on projects throughout the US and Mexico. We have more than 11,000 current and certified units/homes across North America, along with a growing number of commercial PHIUS projects. Attached are a sampling of projects for reference

Please don't hesitate if you have questions or would like to discuss scopes or experience further. We thank you again for this opportunity and we truly look forward to supporting the team.

Sincerely Yours,


Lindsey Elton

President, Partner at Eco Achievers

*HERS Rater, BPI BA/BE Specialist, ENERGY STAR v3.1/ESMFNC, LEED Green Rater
NGBS Verifier, Certified Passive House Consultant, PHIUS+ MF Verifier and Rater*



- Credentialed in 13 Green Building Standards
- Certified Projects in 15+ States & Countries (including Mexico)
- Certified 1st Passive House (PHIUS) Multifamily Projects in IL, Chicago, and MN
- Certified 1st Series of Passive House (PHIUS) Commercial Projects in IL
- NGBS Master Verifier and NGBS Green Partner of Excellence
- ENERGY STAR Residential Market Leader

Chicago Office
1647 W Fulton St
Chicago, IL 60612

Detroit Office
4444 Second Ave
Detroit, MI 48201

Enterprise Green & ENERGY STAR: Multifamily Portfolio

- ¶ Springwells Apartments (Detroit, MI)
- ¶ Selinon Park Apartments (Portage, MI)
- ¶ Summit Park Apartments (Kalamazoo, MI)
- ¶ Westlawn Gardens (Milwaukee, WI)
- ¶ Portland & Washington (Minneapolis, MN)
- ¶ Huntley Horizon (Huntley, IL)
- ¶ Creekview Apartments (Creekview, IL)
- ¶ Pearl Street Apartments (McHenry, IL)
- ¶ Torrence Place Apartments (Lansing, IL)
- ¶ The Covent (Chicago, IL)
- ¶ McCrory Place Senior Apartments (Chicago, IL)
- ¶ Emmett Street (Chicago, IL)
- ¶ Lighthouse Residences (Chicago, IL)
- ¶ Parkside Old Town (Chicago, IL)
- ¶ Encuentro Square (Chicago, IL)



LEED

Low-Rise & Mid-Rise: Multifamily Portfolio

- ¶ Arbour on Main (Ann Arbor, MI)
- ¶ Mission Bowl (Mission, KS)
- ¶ Madison Supportive Housing (Madison, WI)
- ¶ The Rowan (Eagan, MN)
- ¶ University of St. Thomas (St. Paul, MN)
- ¶ Park 205 Apartments (Park Ridge, IL)
- ¶ Kelmscott Park (Lake Forest, IL)
- ¶ Freedom's Path Hines II (Hines, IL)
- ¶ Hawthorne Lakes Senior Living (Frankfort, IL)
- ¶ 1555 Ridge (Geneva, IL)
- ¶ 435 W Madison (Oak Park, IL)
- ¶ 5150 Northwest Hwy (Chicago, IL)
- ¶ 1000 N Damen (Chicago, IL)
- ¶ 707 N Western (Chicago, IL)



NGBS

New & Remodel: Multifamily Portfolio

- ¶ The Anchor at Mariners Inn (Detroit, MI)
- ¶ The Ruth Ellis Center (Detroit, MI)
- ¶ 949 Dakin (Chicago, IL)
- ¶ 30 E Adams (Chicago, IL)
- ¶ Aurora Arts Center (Aurora, IL)
- ¶ Mustacchi Manor (Matteson, IL)
- ¶ The Hill/255 Western (St. Paul, MN)
- ¶ Platform 3750 (Miami, FL)
- ¶ Neo Square Apartments (Osceola County, FL)
- ¶ Futura at Nona Cove (Orlando, FL)
- ¶ Plaza 300 (St. Petersburg, FL)
- ¶ The Reserve at City Place (Conroe, TX)
- ¶ Foothill Villas (San Bernardino, CA)
- ¶ The Peaks (Lynnwood, WA)



PHIUS : Multifamily & Commercial Portfolio

Certified

- ¶ River Trails Middle School (Mt. Prospect, IL)
- ¶ Techny Prairie Activity Center (Northbrook, IL)
- ¶ Carroll Center, Village of Oak Park (Oak Park, IL)
- ¶ Hook & Ladder Apartments (Minneapolis, MN)
- ¶ Prairie Athletic & Recreation Center (Plainfield, IL)
- ¶ St. Joseph School (Downers Grove, IL)
- ¶ Tierra Linda Apartments (Chicago, IL)
- ¶ Madison Supportive Housing (Madison, WI)

Pending

- ¶ Garden Station Apartments (Villa Park, IL)
- ¶ Ryerson Educational Facility (Deerfield, IL)
- ¶ Conservatory Apartments (Chicago, IL)
- ¶ C40 – Garfield Green (Chicago, IL)





CONTACT

📍 Detroit, MI

📞 248.310.7808

✉️ lindsey@ecoachievers.com

EDUCATION

B.A., Magna Cum Laude
College of Communications
Additional Major: Psychology
Michigan State University

ABOUT ECO ACHIEVERS

Eco Achievers is a third-party sustainable building verification company based in Chicago and Detroit. Our team has worked on over 250 projects across the country and abroad, from single-family homes to high-rise mixed-use developments. We have extensive experience with LEED, phius, NGBS, ENERGY STAR, Enterprise Green Communities, and a variety of other green certifications. We are committed to helping project teams achieve their green building certification and sustainability goals.

LINDSEY ELTON

President

CREDENTIALS & SPECIALTY SKILLS

- PHIUS+ Verifier
Certified PHIUS Consultant
- LEED Green Rater
- NGBS Verifier
- ENERGY STAR Rater, MFNC
- RESNET/HERS & BPI Rater
- Enterprise Green Communities
- Project Management
- Energy Modeling
- Code Compliance & Building Diagnostic Testing
- Green Building Certification
- National Speaker/Presenter
- Board of Directors, Passive House Alliance Chicago
- Board of Directors, RESNET

SELECT PROJECT EXPERIENCE

- Carroll Center • Oak Park, IL • PHIUS+ 2018, Source Zero Energy
Project Role: PHIUS+ Verifier
Award-winning community center renovation and addition, implementing geothermal and solar energy to achieve PHIUS Source Zero Energy certification and require no energy from the grid.
- Plainfield Rec Center • Plainfield, IL • PHIUS+ 2015, Source Zero Energy
Project Role: PHIUS+ Verifier
The first recreation center in the US to receive both PHIUS+ 2015 certification and PHIUS+ Source Zero Energy certification. Solar panels on the roof generate enough electricity to completely offset the buildings utilities.
- Ruth Ellis Center • Detroit, MI • NGBS Silver
Project Role: NGBS Verifier
A mixed-use development with 43 permanent supportive housing units for homeless or at-risk LGBTQ youth and a non-profit portion that offers social services, healthcare, and employment opportunities.
- Sugar Hill Apartments • Detroit, MI
Enterprise Green 2015, ENERGY STAR
- Arbour on Main • Ann Arbor, MI
LEED v4 Silver, LEED Mid-Rise and Low-Rise Certifications
- Hook & Ladder • Minneapolis, MN
PHIUS+ 2015, Affordable Housing



CONTACT

📍 Chicago, IL

📞 630.638.9675

✉️ graham@ecoachievers.com

EDUCATION

B.S., Business Management
DePaul University

Postgraduate curriculum in
community development &
accessible garden design,
Archeworks Design School

ABOUT ECO ACHIEVERS

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GRAHAM GIOVAGNOLI

Vice President

CREDENTIALS & SPECIALTY SKILLS

- PHius+ Verifier
- NGBS Verifier
- ENERGY STAR Rater, MFNC
- RESNET/HERS & BPI Rater
- WI Green Built Homes Verifier
- Project Management
- Green Building Certification
- Code Compliance & Building Diagnostic Testing
- Energy Auditing
- Weatherization Expertise
- Training & Instruction

SELECT PROJECT EXPERIENCE

- Parkside Old Town • Chicago, IL • 2015 Enterprise Green Communities
Project Role: ENERGY STAR Rater
An affordable housing development consisting of mid-rise and low-rise buildings near the heart of Chicago. The mid-rise units attained multi-layered HVAC Cx compliance, with the low-rise units achieving ENERGY STAR.
- Aurora Arts Center • Aurora, IL • NGBS 2012
Project Role: NGBS Verifier
An award-winning, mixed-use, mixed-income development housed in two historic buildings. The building includes 38 affordable artist-preference units, a school of the arts, theater rehearsal spaces, and a restaurant.
- Sarah's on Lakeside • Chicago, IL • NGBS 2020
Project Role: NGBS Verifier
A mixed-use development for the non-profit organization Sarah's Circle. The building includes vital community resources and 28 permanent supportive housing units for women experiencing homelessness.
- 1212 Larkin • Larkin, IL
NGBS 2012, New Construction Townhomes and Historic Building Renovation
- McCrory Senior Apartments • Chicago, IL
ENERGY STAR, Affordable Senior Housing
- Portland & Washington • Minneapolis, MN
NGBS 2020, 21-Story Multifamily High-Rise



CONTACT

Chicago, IL

484.431.6599

jamie@ecoachievers.com

EDUCATION

Juris Doctor, Cum Laude
Chicago-Kent College of Law

M.S., Counseling Psychology
Philadelphia College of
Osteopathic Medicine

B.A., Magna Cum Laude
Haverford College

ABOUT ECO ACHIEVERS

Eco Achievers is a third-party sustainable building verification company based in Chicago and Detroit. Our team has worked on over 250 projects across the country and abroad, from single-family homes to high-rise mixed-use developments. We have extensive experience with LEED, phius, NGBS, ENERGY STAR, Enterprise Green Communities, and a variety of other green certifications. We are committed to helping project teams achieve their green building certification and sustainability goals.

JAMIE CARR

Vice President

CREDENTIALS & SPECIALTY SKILLS

- NGBS Master Verifier
- LEED AP BD+C
- PHIUS+ Certified Builder
- BPI Multifamily Building Analyst
- Green Globes Professional
- WI Green Built Homes Verifier
- Green Building Certifications
- Legal and Financial Aspects of Green Building
- Multifamily Green Building Expertise
- Licensed / Admitted to the Illinois Bar

SELECT PROJECT EXPERIENCE

- 30 E Adams • Chicago, IL • NGBS for HUD Green MIP 221(d)(d)**
Project Role: NGBS Master Verifier
Provided NGBS certification for adaptive reuse of downtown office building into 202 apartment units.
- Garden Station Apartments • Villa Park, IL • phius 2021, NGBS Gold**
Project Role: NGBS Master Verifier
Providing NGBS and phius certification for a mixed-use development containing 344 residential units and ground-floor retail. The building is projected to be 45% more energy efficient than the NGBS reference building/2018 IECC code and will be the largest phius project ever.
- City Place • Conroe, TX • NGBS for HUD Green MIP 221(d)(4)**
Project Role: NGBS Master Verifier
Provided NGBS certification and SEDI scoring modeling for a 264-unit new construction apartment project in Conroe, Texas.
- Huntly Horizon • Huntly, IL • NGBS for LIHTC**
Project Role: NGBS Master Verifier
- Marq on Main • Lisle, IL • NGBS 2012**
Project Role: NGBS Master Verifier
- Foothill Villas • San Bernardino, CA • NGBS for HUD Green MIP 223(f)**
Project Role: NGBS Master Verifier

Design Process

tNJ22ŠÖú / 2YȲdzγλÖıə2γY
 ¢KŠ Yıλγ Ö2γúıÖú ȲNJ2Y / 5 { Ȳ2NJ úKλă LJNJ22ŠÖú λă λγúŠȲȲ
 Ö2YŁJfŠúŠ úKŠ LJNJ22ŠÖú λγı əYŠfè ıȲŘ LJNJ2ȲŠăăλ2γıf YıȲ
 ıŘŘλə2γıf λγȲ2NJYıə2γΦ / 5 { λγúŠȲŘă ú2 øλúK / 2ȲădzfúıȲ
 λγÖfđzŘŠ / λØλfΣ aŠÖKıȲλÖıfΣ 9fŠÖúNJλÖıfΣ LγúŠNJλ2NJ 5Šă
 !ă ı ŨNJY øŠ ıNJŠ YdzfəπȲıÖŠúŠŘ λγ 2dzNJ 2LJŠNJıə2ȲăΣ øλúK
 ú2 LJŠNJȲ2NJY ı ØıNJλŠúè 2Ȳ úıăıă ŘŠLJŠȲŘλγȲ 2Ȳ ÖλNJÖdzȲăúı

DHC / MHT

Kyle Osterhart, AIA, LEED AP

Kevin Osterhart, w!Σ [995 !t

tNJλγÖλLJıf !NJÖKλúŠÖúλKγ5Š!NJÖKγŠÖúK

YdzNJú 22fȲă
 .La ¢ŠÖKγλÖλıȲ

Alan Majeski, !L!
 tNJ22ŠÖú !NJÖKλúŠÖúK

¢èfŠNJ aıNJəȲ
 ¢ŠÖKγλÖıf / !5 {úıü

{dzöπ / 2ȲădzfúıȲúăY
 / 5 { Kıă ı Ȳ22Ř NJıLJLJ2NJú øλúK YıȲè Ö2ȲădzfúıȲúăΦ 2KŠȲ
 øŠ öŠfλŠØŠ ıNJŠ öŠăúădzλúŠŘ Ȳ2NJ úKŠ LJNJ22ŠÖú úèLJŠΣăλı
 öŠğŠNJ dzȲŘŠNJăúıȲŘλγȲ 2Ȳ øKλÖKăλúŠ λăăŠfŠÖúŠŘΣ2NJı

Explore (create a program)

π aŠŠú øλúK úKŠ 5ŠúNJ2λú ı2dzăλγȲ / 2YȲλăăλ2ȲΣ aı¢
 LJNJ2LJ2ăŠŘ ȲdzúdzNJŠ LJfıȲΦ
 π 5ŠØŠf2LJ {údzŘèY lıdzŠăə2ȲȲıλNJŠ ú2 YŠȲöŠNJă Ȳ Ȳ2NJYŠM
 π [λăúŠȲ κ 9ȲȲıȲŠ YŠȲöŠNJă λγ úKŠ LJNJ2ÖŠăă
 π LȲăLJŠÖú ŠÈλăəȲȲ LJNJ22ŠÖúăλúŠ ıȲŘ Ö2ȲŘλə2Ȳă 2Ȳ
 π wŠØλŠø ŠÈλăəȲȲ ödzλfŘλγȲ λγ Ö2ȲȲ2NJYıȲÖŠ øλúK ŠÈ
 π 5ŠúŠNJYλȲŠ K2ø YdzÖK Ȳ K2ø 2ȲŠȲăLJıÖŠă κ LJNJ2ȲNJıȲ
 π ¢2dzNJ κ f22ııú 2úKŠNJăλȲλfıNJ ȲıÖλfλəŠă øK2 KıØ
 π 5λăÖdzăă f2ȲȲ úŠNJY Ȳ2ıfă ómpπú2πhpπèŠıNJ LJfıȲú

Design (create a plan)

π wŠø2NJı ŠÈλăəȲȲăLJıÖŠăΣ NJıİŠΣ 2NJ ŠÈLJıȲŘ
 π [22ııú ÖλNJÖdzfıə2Ȳ κ ödzλfŘλγȲ b2ø
 π [2Öıə2Ȳ 2Ȳ ŠȲúNJè κ ŠȲúNJλŠă
 π {ıȲŠúè κ Ö2ȲȲ2NJú κ ŠıăŠ 2Ȳ Y2ØŠȲȲȲ

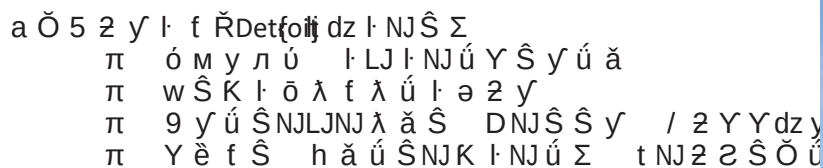
WŠ ũ ŠNJă 2 y { l j d z l n Dêtroin л н о [5 ! ! [[/
 π ó м у л ú l L J l N J ú Y Š y ú ă
 π w Š K l ō λ f λ ú l ə 2 y
 π 9 y ú Š N J L J N J λ ă Š D N J Š Š y / 2 Y Y d z y λ
 π Y è f Š h ă ú Š N J K l N J ú Σ t N J 2 2 Š Ō ũ



2. $\hat{S} \text{ f } \lambda \text{ y } \exists \text{ ú } \text{ Deyfoit } \{ \text{ l j dz } \vdash \text{ NJ } \hat{S} \Sigma$
 $\pi \quad \text{ ó y } \phi \text{ ú } \quad \vdash \text{ LJ } \vdash \text{ NJ } \text{ ú } \text{ Y } \hat{S} \text{ y } \text{ ú } \text{ ä}$
 $\pi \quad \text{ Ddz } \text{ ú } \quad \kappa \quad \text{ w } \hat{S} \text{ K } \vdash \text{ ö } \text{ ä } \text{ f } \text{ ä } \text{ ú } \vdash \text{ ə } \text{ 2 } \text{ y}$
 $\pi \quad \text{ 9 } \text{ y } \text{ ú } \hat{S} \text{ NJLJNJ } \text{ ä } \hat{S} \quad \text{ DNJ } \hat{S} \hat{S} \text{ y } \quad / \text{ 2 } \text{ Y } \text{ Ydz } \text{ y } \text{ ä}$
 $\pi \quad \text{ D } \vdash \text{ NJ } \text{ è } \quad \text{ . NJ } \hat{S} \hat{S} \text{ y } \quad \kappa \quad \text{ Y } \text{ è } \text{ f } \hat{S} \quad \text{ h } \text{ ä } \text{ ú } \hat{S} \text{ NJK}$

π ό ο ο ú ι LJ ι NJ ú Y Š y ú ā
 π ! Ō l j d z λ ā λ ə z y κ w Š K ι ō λ f λ ú ι ə z y
 π 9 y ú Š NJ LJ NJ λ ā Š DNJ Š Š y / z Y Y d z y λ ə Š ā
 π D ι NJ è . NJ Š Š y κ Y è f Š h ā ú Š NJ K ι NJ ú Σ t NJ z z Š Ō ú a ι y ι ∃ Š NJ

π ό η λ λ ú ι LJ ι NJ ú Y Ŝ y ú ă
 π w Ŝ K ι ò λ f λ ú ι ə z y
 π 9 y ú Ŝ NJLJNJ λ ă Ŝ DNJ Ŝ Ŝ y / z Y Y dz y
 π Y è f Ŝ h ă ú Ŝ NJK ι NJ ú Σ t NJ z z Ŝ Ō ū



[dz ʀ λ y ɔ ú ɹ ʊ ɪ ŋ t p ɹ ɛ ɔ ǎ L ɹ

[dz Ĥ λ y ɔ ú 2 ʌ d i ŋ f o ʌ D ă L L Σ
 π ó o l ú ʃ L J ʃ N J ú Y Š y ú ă
 π b Š ø / 2 y ă ú N J d z Ö ə 2 y
 π 9 y ú Š N J L J N J ʃ ă Š D N J Š Š y / 2 Y Y d z y
 π Y è f Š h ă ú Š N J K ʃ N J ú Σ t N J 2 2 Š Ö ú a ʃ y ʃ ɔ Š N J



Experience

Similar (Recent) Completed Projects by Concept Design Studio, Inc.

Capitol Park Center, Lansing

π ó π γ ú ı LJ ı NJ ú Y Š γ ú ă
π b Š Œ / 2 γ ă ú NJdz Œ ə 2 γ
π b D . { { λ f Ø Š NJ
π Y è f Š h ă ú Š NJK ı NJ ú Σ t NJ 2 2 Š



Ridgewood Vista, Jackson

π ó μ ρ λ ú ı LJ ı NJ ú Y Š γ ú ă
π w Š K ı ō λ f λ ú ı ə 2 γ
π 9 γ ú Š NJLJNJ λ ă Š DNJ Š Š γ / 2 Y Y
π Y è f Š h ă ú Š NJK ı NJ ú Σ t NJ 2 2 Š

South Hill, Milford

π ó μ η λ ú ı LJ ı NJ ú Y Š γ ú ă
π w Š K ı ō λ f λ ú ı ə 2 γ
π 9 γ ú Š NJLJNJ λ ă Š DNJ Š Š γ / 2 Y Y dz γ λ ə Š ă
π Y è f Š h ă ú Š NJK ı NJ ú Σ t NJ 2 2 Š Œ ú a ı γ ı 3 Š NJ

Dauner Haus, Fenton

π ó μ φ γ ú ı LJ ı NJ ú Y Š γ ú ă
π w Š K ı ō λ f λ ú ı ə 2 γ
π 9 γ ú Š NJLJNJ λ ă Š DNJ Š Š γ / 2 Y Y
π Y è f Š h ă ú Š NJK ı NJ ú Σ t NJ 2 2 Š

Country View III, Benton Harbor

π ó μ φ γ ú ı LJ ı NJ ú Y Š γ ú ă
π w Š K ı ō λ f λ ú ı ə 2 γ
π Y è f Š h ă ú Š NJK ı NJ ú Σ t NJ 2 2 Š

River Terrace, Benton Harbor

π ó η τ λ ú ı LJ ı NJ ú Y Š γ ú ă
π w Š K ı ō λ f λ ú ı ə 2 γ
π Y è f Š h ă ú Š NJK ı NJ ú Σ t NJ 2 2 Š

Corner at Wall Street, Benton Harbor

π ó π c ú t { ı LJ ı NJ ú Y Š γ ú ă
π b Š Œ / 2 γ ă ú NJdz Œ ə 2 γ
π 9 γ ú Š NJLJNJ λ ă Š DNJ Š Š γ / 2 Y Y
π Y è f Š h ă ú Š NJK ı NJ ú Σ t NJ 2 2 Š

Emerald Flats, Grand Rapids

π ó γ π ú ı LJ ı NJ ú Y Š γ ú ă
π D dz ú κ w Š K ı ō λ f λ ú ı ə 2 γ κ
π [9 9 5 C 2 NJ ı 2 Y Š ă
π Y Š Ø λ γ h ă ú Š NJK ı NJ ú Σ t NJ 2 2 Š Œ ú a ı γ ı 3 Š NJ



2 γ

Experience

Similar (Recent) Completed Projects by Concept Design Studio, Inc.

The Claradale, Detroit

π ó m y ú ĩ LJ ĩ NJ ú Y Š y ú ä
 π w Š K ĩ ō λ f λ ú ĩ ə 2 y κ ĩ λ ä ú 2
 π 9 y ú Š NJLJNJ λ ä Š DNJŠ Š y / 2 Y Y
 π Y è f Š ĥ ä ú Š NJK ĩ NJ ú Σ t NJ 2 2 Š

Vernor Building, Detroit

π ó m p ú ĩ LJ ĩ NJ ú Y Š y ú ä
 π w Š K ĩ ō λ f λ ú ĩ ə 2 y κ ĩ λ ä ú 2
 π 9 y ú Š NJLJNJ λ ä Š DNJŠ Š y / 2 Y Y
 π Y è f Š ĥ ä ú Š NJK ĩ NJ ú Σ t NJ 2 2 Š

Ferndale Building, Detroit

π ó o n ú ĩ LJ ĩ NJ ú Y Š y ú ä
 π w Š K ĩ ō λ f λ ú ĩ ə 2 y κ ĩ λ ä ú 2
 π 9 y ú Š NJLJNJ λ ä Š DNJŠ Š y / 2 Y Y
 π Y è f Š ĥ ä ú Š NJK ĩ NJ ú Σ t NJ 2 2 Š

Carson Building, Detroit

π ó h n ú ĩ LJ ĩ NJ ú Y Š y ú ä
 π w Š K ĩ ō λ f λ ú ĩ ə 2 y κ ĩ λ ä ú 2
 π 9 y ú Š NJLJNJ λ ä Š DNJŠ Š y / 2 Y Y
 π Y è f Š ĥ ä ú Š NJK ĩ NJ ú Σ t NJ 2 2 Š

Klingman Building, Grand Rapids

π ó y ϕ ú ĩ LJ ĩ NJ ú Y Š y ú ä
 π Ddzú κ w Š K ĩ ō λ f λ ú ĩ ə 2 y
 π [9 9 5 C 2 NJ ĩ 2 Y Š ä
 π D ĩ NJ è . NJ Š Š y κ Y è f Š ĥ ä

Baker Building, Grand Rapids

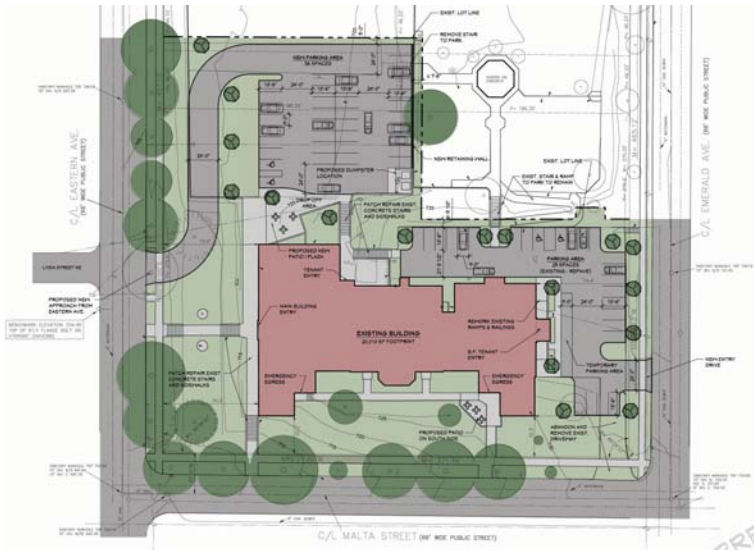
π ó y ϕ ú ĩ LJ ĩ NJ ú Y Š y ú ä
 π Ddzú κ w Š K ĩ ō λ f λ ú ĩ ə 2 y
 π [9 9 5 C 2 NJ ĩ 2 Y Š ä
 π D ĩ NJ è . NJ Š Š y κ Y è f Š ĥ ä

a è ä ə Ō Pullman, Grand Rapids

π ó n n ú ĩ LJ ĩ NJ ú Y Š y ú ä
 π w Š K ĩ ō λ f λ ú ĩ ə 2 y
 π 9 y ú Š NJLJNJ λ ä Š DNJŠ Š y / 2 Y Y
 π Y è f Š ĥ ä ú Š NJK ĩ NJ ú Σ t NJ 2 2 Š



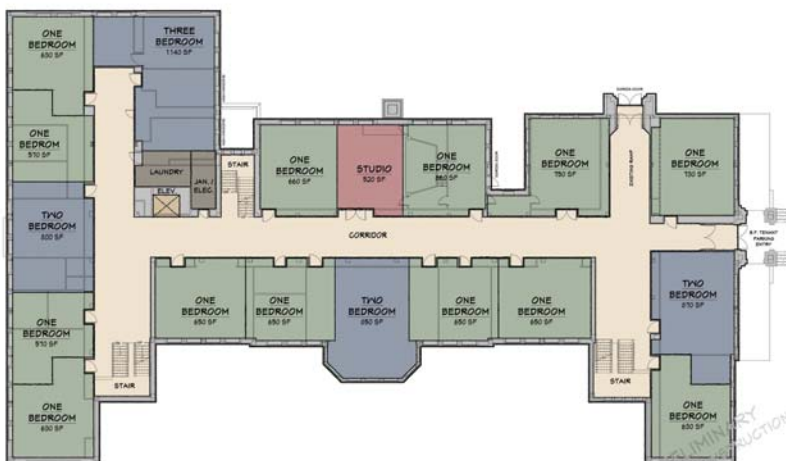
9 1 ă ú ŜNJy 9 f ŜY \$ y ú 1 NJè



9 1 ă ú ŜNJy 9 f ŜY \$ y ú 1 NJè
DNJ1 yŔ w 1 LJŔ Ŕă Σ a L
/ 2 ă ũ Y 5
/ 2 YLJ f 2 ŜY 1 f f н л н л
/ 2 y ú NJ 1 Ŕă ũ ŜNJŔ y Ŝ2 y/ 2 y ă ú NJ

{ Ŕ2 LJ ŜY ă ú ŜNJy 9 f ŜY Ŝ y ú 1 NJè
t NJŜ ă ŜNJŔ Ŕă ŕ Ŝ 1 NJŜ dză Ŝ LJNJ 2 Ŕ
Ŕă Ŕ dzNJNJŜ y ú f è Ŕ2 YLJ f Ŝ ú Ŝ f
Ŕ 2 NJ Ŕ2 y/ ŔNJdz Ŕă

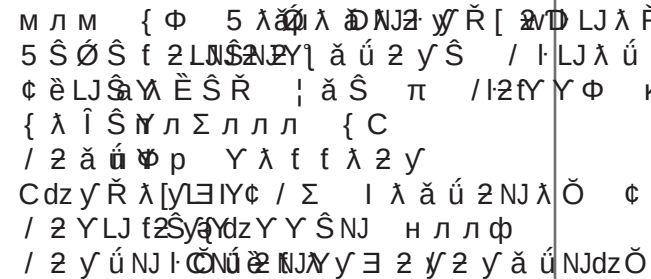
¢ K Ŝ LJNJ 2 3 NJ 1 Y Ŕ y Ŕ f dzŔ Ŝ ă Ŕ
1 yŔ 1 NJŜ dză ŜŔ κ NJŜ Ŕ dzNJ Ŕă Ŕ
ú K ŜNJŔ Ŕ Ŝ Ŕ Ŝ f Σ 1 f 2 y Ŕ f Ŕă Ŕ
f Ŝ Ŕ Ŝ f ă 2 Ŕ p л K 2 dză Ŕ y 3 dz
1 Ŕ dz yŔ 1 y Ŕ Ŝ 2 Ŕ Ŕ2 Y Y 2 y 1 NJ
Ŕ2 NJNJŔ Ŕ 2 NJă Σ 1 yŔ Ŕ K Ŝ NJŜ LJ
Ŕă yŔ 2 Ŕă Ŕ κ K Ŕă Ŕ 2 NJŔ Ŕ NJŜ



/ 2 y Ŕ Ŝ LJú 5 Ŝă Ŕă y { ú dzŔŔ 2 μ y Ŕă Ŕ 9 ŔŔ p 9 Ŕ f m f Ŕă hwoŔm



2 y CONCEPT DESIGN STUDIO 2 D



{ Ö 2 LJŠ Y M { Φ 5ǎ Ō Mǎǎ l 12 y n l ǂ
{ C I ǎ ū 2 NJ 2 Ō Y tt N 2 2 Š N Ō
Ö 2 y ū l ǎ yǎ n l f 2 Ø f ǎ y Ō 2 Y Š
l LJ l NJ ū Y Š y ū ǎ Σ n ǎ ū NJ Š Š ū f
dz y ǎ ū ǎ Σ ō dz ǎ f Ŕ ǎ y ǂ Š Y lǎ LJ l Ō
l y Ŕ ō l ǎ Š Y Š y ū f Š Ø Š f LJ l N
l y Ŕ ó h ú ō Š Ŕ NJ 2 f 2 Yǎ dz N Š Š ǎ Ŕ Š
Ŕ Š ǎ ǎ y Š Ŕ l NJ 2 dz y Ŕ ū K Š LJ N
Ö 2 dz NJ ū è l NJ Ŕ ǎ LJ l Ō Š l y Ŕ K ǎ
l f f 2 Ø Y l È ǎ Y dz Y y l ū dz NJ l f
ǎ y ū Š NJ ǎ 2 NJ 2 ǂ ū K Š ō dz ǎ f Ŕ ǎ
[9 9 5 Ū Š NJ ǂ D 2 f Ŕ l y Ŕ ǎ
t NJ Š ǎ Š NJ Ø l Ō NJ 2 2 Š Ō ū ū K l ū Ø
ō è ū K Š { ū l ū Š 2 ǂ a ǎ Ø K ǎ
{ ū l ū Š ǎ 5 Š LJ l NJ ū Y Š y ū 2 ǂ ū
l f ǎ 2 Ø 2 y ū K Š n l l φ w Š l f
! Ø l NJ Ŕ Σ ψ 5 Š Ø Š f 2 LJ Y Š y ū 2 ǂ



/ 2 y Ŏ Ŝ L J ú 5 Ŝ ä λ ∃ y { ú dz Ř λ 2 μ y лaлL 9пф п9пfмf λ ŭ hwoŘm



/ ɛ y Ǿ Ŝ LJ ú 5 Ŝ ǎ λ ∃ y { ú dz Ě λ ɛ μ y лал 9пф 9пfmf λǎ нwoĚ

. 1 1 ŠNJă [2 D



. 1 1 ŠNJă [2 D 1 yŘ w 1 LJăŘăΣ a
5 ŠŖŠ f 2 LJŠNJY2 YLJ 1 yăŠă
čèLJŠăĚŠŘ 1ăŠ π 12fY YΦ K
{ 1 1 ŠŖú { ú 2 NJăŠăΣ m n l Σ l l
/ 2ăŠŖŖ aă f f Φ
Cdz yŘă [YLJYč / 3 { ú 1 ú Š 1ăă
/ 2 YLJ f 2 ŠŖY f f 2 7 n l m o
/ 2 y ū NJ 1 ůăŖ 2 NJŖ 2 y 2 yă ū NJdz

{ Ŗ 2 LJŠŠ y ū dzăŖ è 1ă 2 D m n l Σ l l
1ăă ū 2 NJă Ŗ 2 y NJŠ NJŠŖŖ Ŗ ū 2
Ŗ 2 YLJ f Š ū ŠŘ 1 y ó n ú LJ K 1ăŠ
2 7 Φ y f 2 Ŗ 1 y Ŗ 2 YLJ n n ūăŖ
ó n úă ū NJŠŠ ū f ŠŖŠ f Ŗ 2 Y Y Š
Y 1 y 1 3 Š Y Š y ū Š Ŗ 2 Y Y 2 y 1 NJ
Ŗ Š f f 1ă 1 Ŗ 2 Y Y 2 y 1 NJŠ 1
7 Š 1 ū dz NJă y 3 1 LJ f 1 èă ū NJdz Ŗ
Ŗ 1 f 1ă y 3 LJ 1 ū K 1 yŘ Ŗ Š y Ŗ K
dz yă ūă 1 NJŠ Ř Šăă 1 y ŠŘ 7 2 NJ
ă dză ū Šă Φ č Kăă LJNJ 2 2 Š Ŗ ūă
t NJŠă ŠŖŖ 1 Ŗ NJ 2 2 Š Ŗ ūă 1 yŘ Ř Š
[9 9 5 Ŗ ŠŖŖ



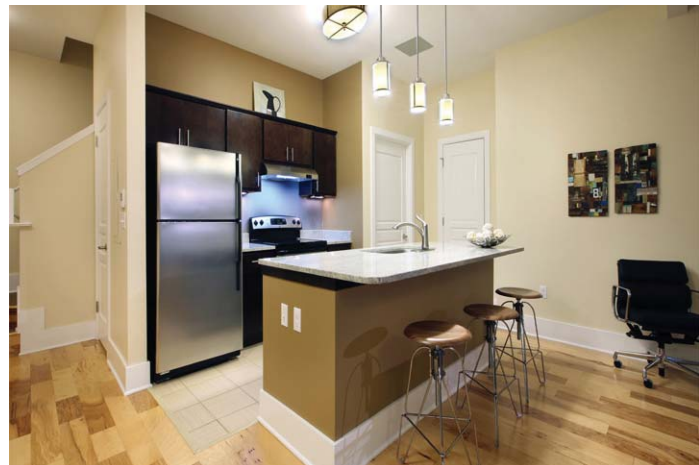


5 λ Ø λ ä λ 2 γ t Ι NJ ι



5 λ Ø λ ä λ 2 γ t Ι NJ ι ! Ø Š γ
 5 Š Ø Š f 2 LJ Š ä ú 2 γ Š / Ι LJ λ ú
 φ è LJ Š ä ú 2 γ Š / Ι LJ λ ú
 { λ Î Š γ Σ π τ η { C π ó ο ú { ú 2
 C d z γ R λ γ Ι γ / Σ Ι λ ä ú 2 NJ λ Ö φ
 / 2 Y LJ f 2 γ Š γ LJ ú Š Y ö Š NJ Η Λ Μ Μ
 / 2 γ ú NJ Ι Ö ú 2 NJ Š NJ λ γ Š γ / 2 γ ä ú

{ Ö 2 LJ Š λ Ø λ ä λ 2 γ t Ι NJ ι ! Ø Š γ
 { C Ι λ ä ú 2 NJ γ tt NJ Š ä Š NJ Ι ö 2
 ο λ NJ Š ä λ R Š Ι λ Ι NJ ú Y Š γ ú ä Ι γ
 f Š Ø Š f LJ Ι NJ ι λ γ Ι γ C d z γ λ w Š ä λ Ι R Š
 ö Š R Š ä λ 3 γ Š R 7 2 NJ ó μ Σ ó
 ä d z λ ú Š ä Σ γ λ ä Š Y Š 2 Ö λ Ø Š κ ö
 d z γ λ ú ä Ι ú ä ú NJ Š Š ú f Š Ø Š f φ
 Ö Š NJ Š R D 2 f R φ



/ 2 γ Ö Š LJ ú 5 Š ä λ 3 γ { ú d z R λ 2 μ γ λ λ L 9 η φ η 9 η f m f λ ü h w ö R v

{ ŠNJNJ ı Ÿǎ [2 D



{ ŠNJNJ ı Ÿǎ [DNDı ŸŘ wıLJλ ŘǎΣ
5 ŠØŠ f 2LUSNŸYıǎú 2ŸŠ / ıLJλ ú
ϕèLJŠǎz fϕıYλ fèıwŠǎλŘŠŸǎ
{ λıŸŸΣολλ {C π óπú {ú 2
CdzŸŘλıYıYϕ / Σ ı λǎú 2NJλ Ö ϕ
/ 2Y LJ f2ŠŸYdzǎú нлмм
/ 2ŸúNJı Öú 2NJŸŠNJλ ŸŸŸ / 2Ÿǎúı

{ Ö 2LJŠŠNJNJı Ÿ 2 λǎ 2 D мсΣολλ
ı λǎú 2NJλ Ö 2ŸNJŠ NJŠNÖÖǎ Ö 2Ÿ
NJŠǎλŘŠŸŸıLJıNJúYŠŸúǎϕŸλwŠ
ıNJŠ ú 2 öŠ ŘŠǎλŸŸŸŘ 72NJ
ǎdzλúŠǎΣ øKλ fŠ LJıNJıλŸŸ
2Ÿ ıŸ ıŘŸıÖŠŸú f 2úϕ ϕ
ÖŠNJŠŘ D 2 fŘϕ



/ 2 ġł· Ǝ Ŝ o c



/ 2 ġł· Ǝ Ŝ μ o Ɔ NJł· Ø Ŝ NJă Ŝ / λ ú è Σ
 ¢ / / 2 Y Y 2 yă L L [5 I ! [[/
 5 Ŝ Ø Ŝ f 2 L J Ŝ NJ Y 2 Y L Jł· y λ Ŝă
 ¢ è L J Ŝă dz f Ɔ ł· Y λ f è ł· ŵ Ŝă λ Ŕ Ŝ y ə
 { λ İ Ŝ Ů n ú { ú 2 NJ λ Ŝă Σ o H Σ M M
 / 2ă Ů Y Y λ f f λ 2 y
 C dz y Ŕ λ [Y Ł I Y ¢ / Σ I λă ú 2 NJ λ Ů ¢
 / 2 Y L J f 2 Ŝ y dz Y Y Ŝ NJ H M M H
 / 2 y ú NJł· Ů Ů Ů Ů Ů NJ λ y Ŝ . dz λ f Ŕ λ

{ Ů 2 L J Ŝ Y / 2 Y Y 2 yă Ŝ L lo c Ů / Ů Ů
 o H Σ M M Hă l j dz ł· NJ Ŝ Ƴ 2 2 Ů K λă
 L J N J 2 2 Ŝ Ů ú ¢ K Ŝ ō dz λ f Ŕ λ y Ǝ
 ± λ Ů ú 2 NJ λ ł· y π L ú ł· f λ ł· y ú Ŝă ú
 M y y o ¢ ł· Ǝ Ŝ 2 Ů c λă f 2 Ů ł· Ů Ŝ Ŕ
 ± λ f f ł· Ǝ Ŝ 2 Ƴ D N J ł· y Ŕ ¢ NJł· Ø Ŝ
 Ƴ 2 NJ Y Ŝ NJ f è [y 2 ø y ł·ă Ů K Ŝ
 I 2ă L J λ ú ł· f ¢ ¢ K Ŝ ō dz λ f Ŕ λ y
 λ y Ů 2 Y Ŝ NJ Ŝă λ İ Ŝ ł· Ů Ů Ů Y Ŝ y úă Σ
 ł· NJ Ŝ Ŕ Ŝă λ Ǝ y Ŝ Ŕ ł·ă m p ó m ú
 ō Ŝ Ŕ NJ 2 2 Y Σ ł· y Ŕ o ó o ú ō Ŝ Ŕ



/ 2 y Ů Ŝ L J ú 5 Ŝă λ Ǝ y { ú dz Ŕ λ 2 μ y λ λ L 9 λ ¢ p n 9 λ f m f λ Ůă h w o Ŕ Ů

b 2NJú K ¢ 2 ó y τ φ π



b 2NJú K ¢ 2 ó y τ φ π
adză ĭ Š Ʒ 2 y Σ a L
/ 2 Y L J f 2 S y m л м с π н л л л

{ Ö 2 L J Š 2NJú K ¢ 2 ó y τ φ π Š ĭ ä ĭ
NJ Š dză Š Σ Y ĭ È Š Ğ dză Š L J N J 2 2 Š
2 Ƨ ŭ K Š Š J Š y 2 Ƨ Ğ 2NJ Š K ĭ 2 Ƨ ĭ f ĭ ĭ y
Š È ĭ ĭ Š o π ä ŭ 2NJ è Σ o π Σ л л л

5 Š ä ĭ Ʒ y t K ĭ ä Š ä κ { Ö 2 L J Š ä
Ƨ 2 Ƨ f 2 2 ó ĭ y Ʒ L J N J 2 2 Š Ö ŭ ä Y
π 9 È ŭ Š N J ĭ 2 N J 9 y Ƨ Š f 2 Ʒ Š κ
π L y ŭ Š N J ĭ 2 N J 2 Ʒ y ĭ ŭ Š ö 2 È w
π τ φ π Y ĭ ŭ Ö K Š y Ʒ ĭ N J
π / ĭ L J 2 y Š Ω ä { L J Š ĭ ĭ Š ĭ ä è
π w ĭ ĭ Š Š Š N J t N J 2 2 Š Ö ŭ
π / f 2 ŭ K ĭ 2 y Š Ʒ dză dză Ƨ 2 dz ŭ
π ĭ L J L J Š N J [Š Ƨ Š f dză ĭ y Š ä



/ 2 y Ö Š L J ŭ 5 Š ä ĭ Ʒ y { ŭ dz Ğ ĭ 2 μ y ĭ ĭ L 9 ĭ φ π 9 ĭ f ĭ ĭ ĭ ĭ h w o Ğ ĭ



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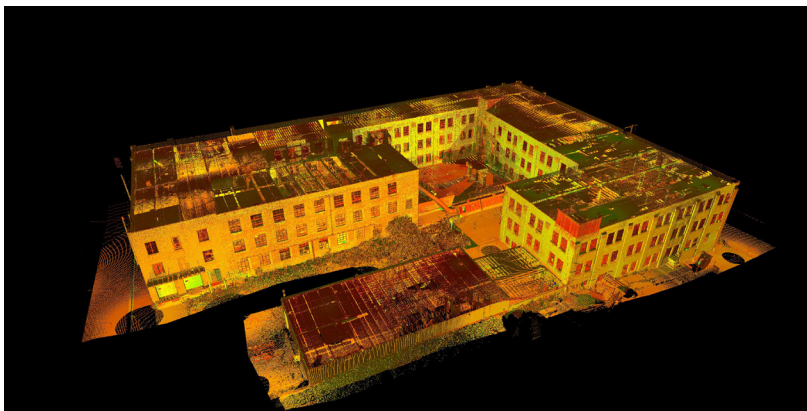
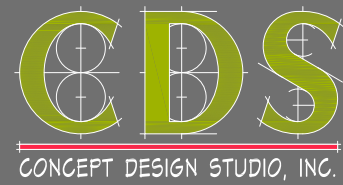
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Y t λ y ∃ Y || Grand[Rapla] MI

QUESTION

Developer: LC Companies

Type: 

Size: 

Cost: 22 million

Funding: LIHTC, Historic Tax Credits

/ 2 Y L J f Summary 2015

Contractor: 

Scope: 



design typical of furniture manufacturing



WEST ELEVATION (IONIA AVENUE)

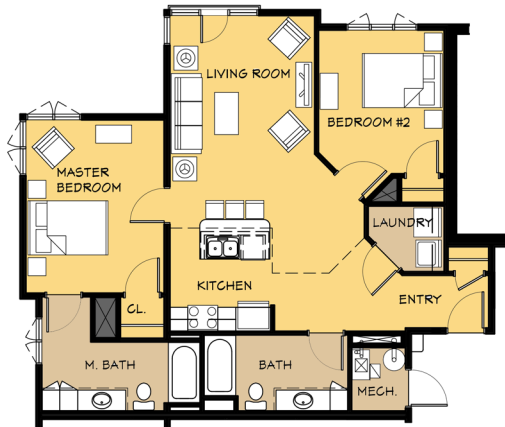


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Grand Haven, MI
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Contractor: 

Scope: 

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2A, 3A & 4A (2) BD. RM. UNIT PLAN



2H, 3H & 4H (3) BD. RM. UNIT PLAN

Southtown Square II | Grand Rapids, MI

PPD?

Developer: LINC | LC Companies

Type:

Size: 35,974 SF

Cost: 3.5 million

Funding: LIHTC

/ 2 YLJ f \$ab of 2014

Contractor: Wolverine Building Group

Scope: PPD?



by HUD.



Renaissance Place



Renaissance Place | Muskegon, MI

Developer: Brookstone Capital

Type: 000

Size: 24 units, 32,000 SF

Cost: \$3.2 million

Funding: 000

/ 2 YLJ f Spring 2008

Contractor: Triangle Associates

Scope: 0

0

Muskegon area, designed to accommodate senior living. All units are spacious and

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cabinetry, and stainless steel appliances.

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a sense of community among residents.

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0000

living.





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SOUTH ELEVATION



NORTH ELEVATION

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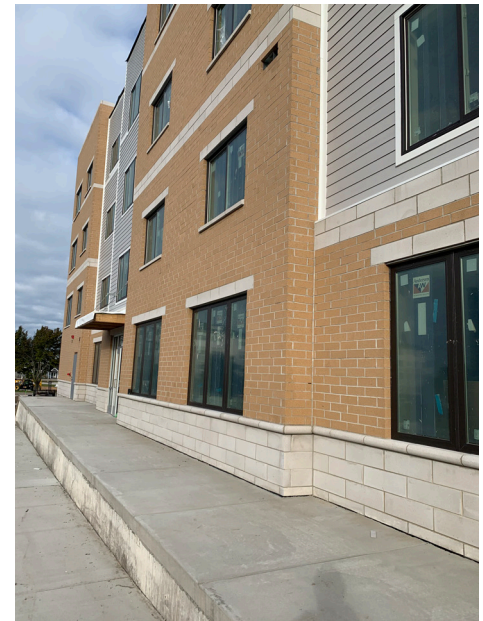
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Ludington I
Ludington, MI
Completed: 2020

Scope:

-  - Computer Room
-  - Tenant Space



Capitol Park Center



Capitol Park Center

Lansing, MI

Completed: 2021

Scope:



- Tenant Space

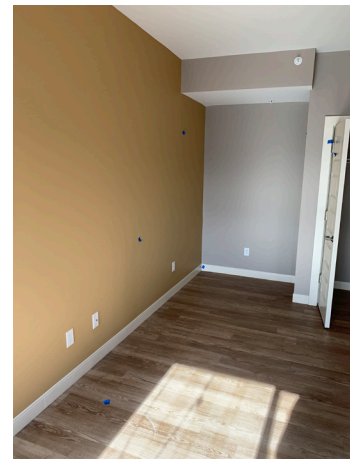




Ludington II
Ludington, MI
Completed: 2020

Scope:

- 30 senior apartments



**SUSTAIN
RENEW
REIMAGINE**

**QUINN
EVANS**

By The Numbers



38
Years in
Business



6
Office
Locations



51%
Women-
Owned



25%
Minority
Representation



500+
Design
Awards



400+
K-12 School
Projects



TOP 100 FIRMS
for K-12 Schools
*Building Design &
Construction Giants, 2021*



450+
Higher Ed
Projects



#58 FIRM
for Universities
& Colleges
*Building Design &
Construction Giants, 2021*



500+
Mixed-Use / Housing
Projects



250+
Projects in
Detroit



209
Total
Staff



111
Registered
Architects



9
Certified
Interior Designers



50+
LEED-Certified
Projects

1

PROJECT TEAM



Franklin Lofts

QUINN
EVANS

Saundra Little

FAIA, LEED AP, NOMA \ \ PRINCIPAL

Saundra is an award-winning architect and advocate for the revitalization of the urban realm, particularly in the city of Detroit. Her acclaimed portfolio includes complex renovations and the adaptive use of aging properties; she is known for developing creative and transformative solutions that optimize the long-term economic value of properties while respecting the unique architectural heritage of local neighborhoods and for incorporating community feedback into her designs.

Adaptive Reuse

Mosaic at Eastern Market Detroit, Michigan

Principal for the redevelopment of over 110,000 sf at an industrial building at Eastern Market. Once complete the project will act as an accelerator for food entrepreneurs, food based businesses and education space, as well as restaurant space.

Allied Media 'LOVE' Building Detroit, Michigan

Principal in Charge for the transformation of the 'LOVE' building into long-term office space to organizations dedicated to removing barriers for people with disabilities, people returning from prison or with legal obstacles, and people using media, art, and technology for social justice. The new campus will include nonprofit office space, and retail space, as well as publicly accessible community venues for hosting cultural and educational programming.

OSI Art Apartments Detroit, Michigan

Principal in Charge for a 4 story, 26,000 sf new construction building. The building is mixed use containing 4 retail spaces on the first floor, with the second to fourth floors dedicated to 30 residential apartment units. The building will incorporate a commissioned art piece throughout the facade of the building.

Crapo Building Bay City, Michigan

Principal and Project Manager for the renovation and adaptive use of a 1890 Romanesque Revival bank and office building for mixed use residential and commercial. Designed around significant structural and



Registration & Certification

Registered Architect
LEED Accredited Professional

Education

Master of Architecture, Lawrence Technological University, 1998
Bachelor of Science in Architecture and Design, Lawrence Technological University, 1994

Professional Affiliations

American Institute of Architects, College of Fellows
Design Core, Founding Member of Advisory Board
National Organization of Minority Architects (NOMA), Advisory Board Member
Detroit 2030 District – Founding Professional Stakeholder
New Step CDC, Board Member

BRANDON SCHULTZ

AIA, LEED AP BD+C \ \ PROJECT MANAGER

Brandon Schultz has completed more than 1,200 residential units in a wide variety of projects types including the renovation of single family homes, scattered site rehabilitation projects, new construction row houses, mixed-use developments, and tenant-in-place rehabilitations ranging from single-story buildings to high-rise



Restoration Gardens II Baltimore, Maryland

intended to provide housing for homeless teenagers and at risk youth. Building on the success of the original Restoration Gardens project, Restoration Gardens II

Registered Architect in Maryland,
Pennsylvania + Washington, DC

Franklin Lofts Baltimore, Maryland

multifamily residential building with integrated parking facilities. The development introduces contemporary aesthetics into the existing market and involves the

Master of Architecture / Master of
Science in Historic Preservation,
University of Oregon, 2002
Bachelor of Arts, University of
Minnesota, 1998

Lillian Jones Apartments Baltimore, Maryland

Project Architect for this award-winning new construction development

Neighborhood Design Center
Baltimore Heritage, Board
Member of the
Maryland Affordable Housing
Coalition
Mayor's Safe Artist Space Task
Force

Berger Square Odenton, Maryland

Project Manager for this LEED Silver four-story, multi-family apartment complex. Building amenities included a community room, exercise room, and library with parking beneath the building to improve the function and aesthetics. Pedestrian and bicycle accommodations were key elements.

North Avenue Gateway Baltimore, Maryland

Project Architect for this four-story affordable housing development. The materials

QUINN
EVANS

Damon Thomas

RA, LEED AP \ PROJECT ARCHITECT

Damon Thomas has nearly 25 years of experience in planning, design, and construction administration. Known as a problem-solver and a resourceful designer, Damon brings a creative perspective to projects of all sizes and complexities. He has completed many transformative projects in the urban realm, including gallery space, educational environments, office and commercial facilities, and civic buildings. A LEED Accredited Professional, Damon is knowledgeable about sustainable strategies and design solutions that minimize energy use and environmental impact. His talents also include the design of environmental graphics and visual branding programs.

Allied Media 'LOVE' Building Detroit, Michigan

Principal in Charge for the transformation of the 'LOVE' building into long-term office space to organizations dedicated to removing barriers for people with disabilities, people returning from prison or with legal obstacles, and people using media, art, and technology for social justice. The new campus will include nonprofit office space, and retail space, as well as publicly accessible community venues for hosting cultural and educational programming.

Mosaic at Eastern Market Detroit, Michigan

Project Manager for the redevelopment of over 110,000 sf at an industrial building at Eastern Market. Once complete the project will act as an accelerator for food entrepreneurs, food based businesses and education space, as well as restaurant space.

DPSCD School Facilities Siting Study Detroit, Michigan

Contract Manager for a report to support DPSCD's decision-making process in creating a long-term facilities plan to best serve Detroit students. The report studies the historic and current significance of each DPSCD facility to its community, as well as Detroit's geography, residential and child age growth patterns, neighborhood and city-wide development, and school enrollment patterns.

Wayne State University IDIQ Detroit, Michigan

Project Manager for our second consecutive term contract with Wayne State. Resulting projects have ranged from structural assessments and repairs to the adaptive use of the Freer House into a new art gallery. Damon provides guidance on each project to ensure a cohesive, on-budget set of documents.



Registration & Certification

Registered Architect
LEED Accredited Professional

Education

Bachelor of Science in Architecture and Design, Lawrence Technological University, 1995

Professional Affiliations

National Organization of Minority Architects
Society for Experiential Graphic Design

Client Contacts

Allied Media Projects

Jeanette Lee Interim Director
313.903.0322
jenny@alliedmedia.org

Riopelle Market Development LP

Malik Goodwin, Project Executive
313.423.4154
malik@ventrallc.com

Detroit Public Schools Community District

Angela Ferrebee-Brantley, Deputy Executive Director - Physical Plant Operations
313.578.7013
angela.brantley@detroitk12.org

David Gavin

AIA, CPHC \ PROJECT ARCHITECT

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Baltimore, Maryland

Registered Architect

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Homes at Oxon Hill

Oxon Hill, Maryland

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Baltimore, Maryland

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Ł dzg Ulj33g LjŁ Al33fŁm

West End Center

Westminster, Maryland

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BRANDON FRISKE

AIA \ CONTRACT MANAGER

Brandon believes that it's crucial to have thoughtful, quality design in the redevelopment of urban landscapes. He employs this idea to make revitalization responsive to the surrounding fabric and to become an engaging part of the community. He is passionate about pushing the limits of existing technology to explore buildings, and helping to shape it by working directly with software developers. Like he did while he was working on Knapp's Center, Brandon aims to set the goals for a project and then work to tailor the technology to ensure that he isn't restricted in his designs.

Accident Fund Headquarters Lansing, Michigan

Architectural Designer for documentation of the exterior restoration of the historic Board of Water and Light Ottawa street power station into a national corporate headquarters. Development of base drawings and model using laser survey technology. Survey and documentation of exterior work included masonry, brickwork, and roof. Q&A with the client and the architect.

Knapp's Centre Lansing, Michigan

Senior Designer for the adaptive use of this historic department store, located in the heart of downtown Lansing. The restoration creates a mixed-use facility of 100,000 SF building. Assisted the building owner in qualifying the project for Michigan's competitive Special Considerations Historic Preservation Tax Credit.

Woodward-Willis Development Detroit, Michigan

Senior Designer for this Midtown mixed-use development located on Woodward Avenue. The 30,000-SF building serves as Lawrence Technological University's new home. Q&A with the client and the architect.

7.Liv

Detroit, Michigan

Senior Designer for new main street retail and mixed-use renovation on Detroit's "Avenue of Fashion." This project will add over 15,000 SF of new construction for four restaurant and commercial tenants to Livernois Avenue along with a new underground parking garage. The project also includes the adaptive reuse of a historic building and a community roof deck above.

Iconic Tattoo

Detroit, Michigan

Contract Manager for this project, closely collaborative with the client in visioning what a tattoo parlor could be. Built within an existing structure, the new program was methodically organized and arranged into a tall and narrow space. The new design was a mix of historic and modern, creating a unique experience for customers and artists.



Registered Architect in Michigan

Q&A with the client and the architect.

Lawrence Technological University, Master of Architecture, 2006

Lawrence Technological University, Bachelor of Science in Architecture, 2011

Association For Preservation Technology International

"Documentation Technologies Workshop," APTi Conference Q&A with the client and the architect.

"An Architects Toolbox: Modern Solutions for Historic Problems," APTi Conference Workshop, Q&A with the client and the architect.

"Evolution in Project Documentation Summit, 2012 Q&A with the client and the architect.

QUINN EVANS

JEAN VIETH

QAP EXPERT

With nearly 35 years of professional experience as an architect and construction manager, Jean Vieth has a proven track record of successful project delivery and construction administration. Her portfolio spans a wide variety of project types, with particular expertise in the design of multifamily residential projects and low-income housing. Jean's clients appreciate her attention to detail and ability to guide projects from conceptual design through construction. An early advocate for green building, Jean is a frequent speaker at industry events and has been instrumental in the development of Green Communities developments.

Southern Views

Baltimore, Maryland

Project Manager for a new multifamily development in the Broadway East neighborhood of Baltimore.

Walbrook Mill

Baltimore, Maryland

Project Manager for a modern mixed-use retail and mixed-income housing development. The development will be executed in phases beginning with the stabilization of the existing buildings and the construction of a new 65-unit apartment building with retail. The building will be constructed to National Green Building Standards and Energy Star requirements.

The Linden

Baltimore, Maryland

Project Manager for a new high-rise building with approximately 150 mixed-income studio, one and two bedroom apartment units. The building includes amenities such as parking in the building, bike storage, club room with a terrace overlooking Druid Hill Park, and retail space.

Flamingo Place

Baltimore, Maryland

Project Manager for a new multifamily development on an empty industrial plot. Federal housing tax credits are being used to help offset the extensive cost of preparing the rough land.

Cove Point Apartments

Baltimore, Maryland

Project Manager for this 100-unit, multi-story new construction development designed to accommodate the needs of senior citizens. Eighty-six, one-bedroom apartments range in size from 950 square feet to 1,015 square feet. All apartments are accessible to the handicapped and some are specially equipped for that purpose.



Registered Architect in Maryland

Carnegie-Mellon University,
Bachelor of Architecture + Minor
in Art, 1986

QUINN
EVANS

2

EXPERIENCE

Brooklyn Green

QUINN
EVANS

URBAN DEVELOPMENT

QE is a leader in adapting buildings for residential and mixed uses, and in designing new buildings that strengthen the existing urban fabric. We embrace the opportunity to preserve, renew, and create spaces that meet contemporary expectations.

Our work includes restoration of historic spaces and creation of contemporary spaces. The designs meet the requirements of public and private funding sources, and in many cases qualify for historic preservation tax credits.

SELECT PROJECTS

7.Liv Detroit, Michigan

Q Detroit, Michigan
Q Ypsilanti, Michigan
Q Lansing, Michigan
Q Midland, Michigan
Q Jackson, Michigan
Q Detroit, Michigan
Q Washington, DC
Q Rochester, Michigan
Q Baltimore, Maryland
Q Detroit, Michigan
Q Ypsilanti, Michigan
Q Boyne City, Michigan
Q Detroit, Michigan
Q Detroit, Michigan
Q Detroit, Michigan
Q Fremont, Michigan
Q Detroit, Michigan
Q Ypsilanti, Michigan
Q Detroit, Michigan

Michigan
 Lansing, Michigan
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 Michigan
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 Ypsilanti, Michigan
 Detroit, Michigan
 Detroit, Michigan
 Detroit, Michigan
 Crystal Lake, Michigan
 Bay City, Michigan
 Detroit, Michigan
 Detroit, Michigan
 Detroit, Michigan
 Washington, DC
 Detroit, Michigan
 Ann Arbor, Michigan
 Toledo, Ohio
 Detroit, Michigan
 Detroit, Michigan
 Detroit, Michigan



Baltimore, Maryland

BIM
Baltimore, Maryland

Baltimore, Maryland

Baltimore, Maryland

DBBBB
Baltimore, Maryland

DMYII Baltimore, Maryland

Bay City, Michigan



University of Michigan

Baltimore, Maryland

IBM Baltimore, Maryland

BOMB
Washington, DC

DB Baltimore,
Maryland

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DB Detroit,

Baltimore,
Maryland

Maryland

 Baltimore.

IB Detroit, Michigan

 Detroit, Michigan



TAX

Our staff has in-depth knowledge of state and federal tax credit program requirements concerning the rehabilitation of historic buildings. Our design professionals have expertise in designing projects that meet state and federal requirements. Our staff has in-depth knowledge of state and federal tax credit program requirements concerning the rehabilitation of historic buildings.

SELECT PROJECTS

100	Detroit, Michigan	100	Manchester, Michigan
100	Midland, Michigan	100	Detroit, Michigan
100	Lansing, Michigan	100	Detroit, Michigan
100	Detroit, Michigan	100	Baltimore, Maryland
100	Ann Arbor, Michigan	100	Detroit, Michigan
100	Jackson, Michigan	100	Lansing, Michigan
100	Detroit, Michigan	100	Detroit, Michigan
100	Traverse City, Michigan	100	Detroit, Michigan
100	Baltimore, Maryland	100	Detroit, Michigan
100	Baltimore, Maryland	100	Detroit, Michigan
100	Ypsilanti, Michigan	100	Bay City, Michigan
100	Dearborn, Michigan	100	Baltimore, Maryland
100	Detroit, Michigan	100	Detroit, Michigan
100	Detroit, Michigan	100	Detroit, Michigan
100	Baltimore, Maryland	100	Detroit, Michigan
100	Detroit, Michigan	100	Detroit, Michigan
100	Detroit, Michigan	100	Detroit, Michigan
100	Fremont, Michigan	100	Detroit, Michigan
100	Ann Arbor, Michigan	100	Detroit, Michigan



DETROIT

7. Quinn Evans Architects has led the market in reviving Detroit's neighborhoods. QE is wholly committed to advancing urban redevelopment with creative design.

SELECT PROJECTS

7. Liv



MICHIGAN CENTRAL STATION

FORD MOTOR LAND DEVELOPMENT \ \ DETROIT, MICHIGAN

Project Features

Project Type: Mixed-use
Development
Original Use: Train Station
Originally Built: 1913
Architect: Warren + Wetmore,
Reed + Stem
Scope \ \ Services: Restoration,
Renovation, Rehabilitation,
Adaptive Use
Construction Method: CM At
Renovation: 640,000 SF
Floors: 18
Project Cost: \$269.56M
(estimated)
Completion: 2022 (estimated)

Client Reference

Ford Land Development
Corporation
Richard Bardelli, Manager
Program Planning and
Estimating
313.322.3330
rbardell@ford.com

Michigan Central Station is one of the few surviving grand
railroad stations from the early twentieth century. Constructed
between 1912 and 1913, this iconic Beaux Arts 18-story structure
is listed on the National Register of Historic Places and closed
the main concourse and large vaulted waiting room, with a
mezzanine and basement below.

This project includes rehabilitated public and retail spaces
in the waiting room and concourse, as well as modernized
systems throughout the structure. The majority of the tower
converted for residential use. Adhering to the preservation
requirements for Historic Tax Credits, the renovated station will
anchor the community to its rich heritage while supporting
Detroit's bright future as a leader in automotive innovation.



ROXBURY GROUP \ DETROIT, MICHIGAN



OSI APARTMENTS

URGE 3820 WEST END LLC \ \ DETROIT, MICHIGAN

Project Features

Pursuing Tax Exemptions
Through Commercial
Rehabilitation Act + Michigan
Economic Development
Corporation

Project Type: Multi-use
Development

Scope \ \ Services: Adaptive Use,
New Construction

Construction Method: Design/
Bid/Build

New Construction: 26,000 SF

Gallery: 1,856 SF

Residential Units: 30

Project Cost: \$6.6M

Completion: 2021 (estimated)

Client Reference

URGE 3820 West End LLC

Chairman

917.673.2102

rod@rahardamon.com

This building will include residential units, as well as retail and gallery space. At least 50% of the units are reserved for tenants who

(removing contaminated soil, demolition of the old building foundation). Tax exemptions through the state's Commercial Rehabilitation Act and loans through the Michigan Economic Development Corporation are also being pursued.

The eye-catching facade will feature a mural designed in at project partner George N'Namdi's gallery.

sustainability features such as passive heating/solar cooling, stormwater management, access to green transportation and fresh, local foods, and local employment to support economic development.



CINNAIRE \ \ DETROIT, MICHIGAN

Project Features

Project Type: Neighborhood Planning
National Register of Historic Places: 1980
Scope \ \ Services: Planning
Project Cost: \$55K
Completion: 2020

Client Reference

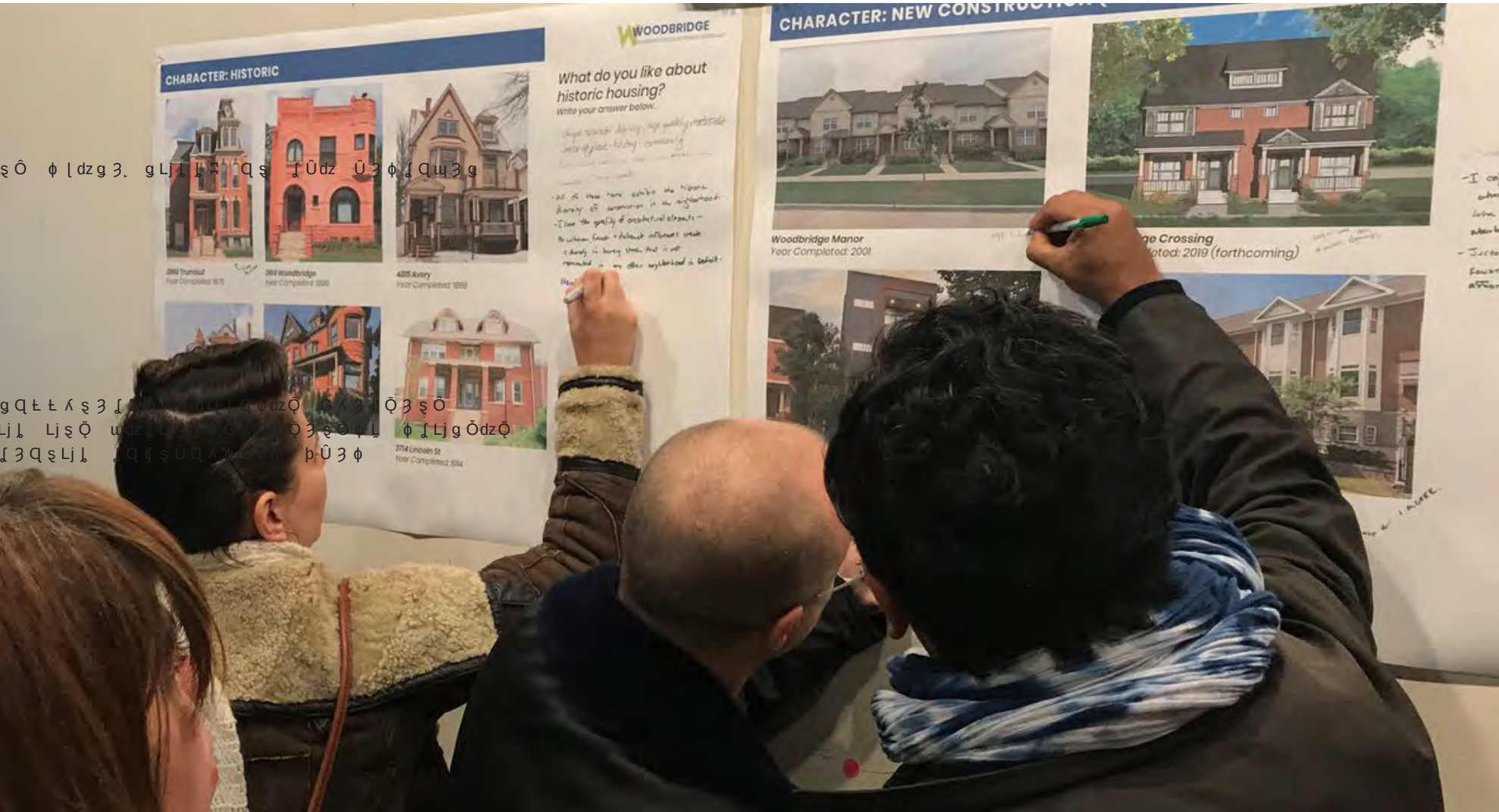
Cinnaire
Liliana Gonzalez, Design and Development Strategist
313.544.4017
lgonzalez@cinnaire.com

Designed to promote community growth that serves diverse accessibility and socioeconomic needs through various types of housing, the Woodbridge Development Guidelines Driven were driven by the neighborhood's vision.

Our team assisted with selecting opportunity sites for mixed-use properties within each opportunity site and recommendations for each historic asset. Cultural attributes assessments included the psychical and cultural history of the Woodbridge neighborhood.

With respect to the historical charter of the Woodbridge Neighborhood our team provided design guidelines for more compact, higher-density housing choices than single or semi-detached dwellings. Our team considered a mixture of housing, other building types, and different lot sizes to provide an

project also accommodated for an additional 2.55 acres of green space to support the area's biodiversity and encourage pedestrian-friendly transit.



M HOMES

THE COMMUNITY BUILDERS \ \ BALTIMORE, MARYLAND

Project Features

4% Tax Credit Funding
Project Type: Multi-occupancy
Residential
Originally Built: 1969
Architect: Neumayer + Foutz
Scope \ \ Services: Rehabilitation,
Addition, Architecture, Tax
Credits
Construction Method: CM At
Risk
Renovation: 261,497 SF
Addition: 3,172 SF
Residential Units: 350
Project Cost: \$38.74M
Completion: 2018

Client Reference

The Community Builders
Manager
443.896.7064
pwagner@tcbincorg

which will be substantially renovated, redesigned and expanded
lobbies at each tower, a library and a computer room, a community
room, a multi-purpose activity room, an exercise room, building
of each building near the elevator lobby. All units will be updated
of each building near the elevator lobby. All units will be updated



EAST

THE COMMUNITY BUILDERS \ \ BALTIMORE, MARYLAND

Project Features

Baltimore City Subsidized
Senior + NED Housing
CDA + HUD Funding
Project Type: Multi-occupancy
Residential
Originally Built: 1972
! u g Ū 3 ſ dz g ſ ! > q s Ō ı 3 s ã è q φ φ L j s ſ
Scope \ \ Services: Renovation,
Architecture
Construction Method: Design/
Bid/Build, Occupied Building
Renovation: 156,346 SF
Addition: 674 SF
Residential Units: 170
Project Cost: \$20.86M
Completion: 2019

Client Reference

The Community Builders
Aspasia Xypolia, Senior Project
Manager
202.552.2511
aspasia.xypolia@tcbinc.org

The dwelling units were all refurbished with modern, high
dzð. g 3 dz s g ñ dz ı dz t dz s ſ φ ſ Q t L j Ō dz ſ Ū dz G A 3 ı Ō 3 s Ō t Q u dz φ A φ ſ L j 3 s L j G ı dz ñ ! ı ı
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appliances. The windows and balcony doors were all replaced with
Ū 3 Ō Ū dz ð. g 3 dz s g ñ ı Q ſ r dz Ō ı L j w 3 s Ō ñ

The design team completely redesigned the community spaces.
Residents are able to enjoy two multi-purpose community rooms,
dz L j g Ū ſ 3 ſ Ū Ō 3 ſ g Ū dz s dz ſ ſ dz φ L j s Ō Ō dz Ō 3 g L j ſ dz Ō φ ı L j g dz ð (L j s ſ ſ) 3 s Ō ı ı L j ſ ſ Ō φ ñ
exercise equipment, and TV watching. The laundry room was
dz ſ ı L j s Ō dz Ō ſ 3 ſ Ū s dz ſ L j ı ı ı 3 L j s g dz φ L j s Ō t Q s dz Ō ſ Q ſ Ū dz . u φ ſ ı Q Q u ſ ſ
tie it in with the other community spaces. The entry vestibule
and lounge were also expanded to created a dedicated tenant
community space with all public amenities in close proximity
to each other. The site ground were also redesigned to allow for
private outdoor space with room for a community garden as well
as outdoor BBQ equipment.

The buildings aging mechanical, plumbing and electrical systems
ſ dz u dz L j ı φ Q A ı Ō u L j Ō dz Ō ſ Q t Q Ō dz u s ſ Ū 3 Ō Ū dz ð. g 3 dz s g ñ φ ñ φ ſ dz t φ ñ p Ū dz ſ ſ Q
Q ı Ō Ō L j φ G Q 3 ı dz u φ ſ dz u dz u dz ı ı L j g dz Ō ſ 3 ſ Ū t A ı ſ 3 ı ı dz Ū 3 Ō Ū dz ð. g 3 dz s g ñ ſ L j ſ dz u
Ū dz L j ſ dz u φ ſ Ū 3 g Ū ſ Q u Ō 3 s ſ L j s Ō dz t ſ Q φ g L j ı dz ſ Q t dz dz ſ G A 3 ı Ō 3 s Ō Ō dz t L j s Ō ñ
The air handler was replaced with a unit using energy recovery
and all fan coils throughout the building were replaced with units
A φ 3 s Ō Ū 3 Ō Ū dz ð. g 3 dz s g ñ ð L j s φ ñ u s L j g ſ 3 s dz dz s dz u Ō ñ t Q Ō dz ı 3 s Ō ſ ſ Ū dz G A 3 ı Ō 3 s Ō
is showing a roughly 40% drop in utility usage.



VITRUVIUS \ \ BALTIMORE, MARYLAND

Project Features

Project Type: Multi-use Development
Scope \ \ Services: Adaptive Use, Architecture, Interior Design, Preservation
Commercial: 8,200 SF
Residential: 42,000 SF
Residential Units: 120
Completion: 2020 (estimated)

þ Û dz í í í å Lj u Õ ! ts dz s x dz l u q ð dz g l z ð l q g Lj l dz Õ z s f Û Lj l f Lj ð Q s g dz Baltimore's thriving Chinatown neighborhood. Known to have the same vibrancy as Chinatowns found in San Francisco and · dz f H Q u Õ l f Û dz Lj u dz Lj ð dz l l z s f Q Õ z ð u dz l Lj z u Lj s Õ s dz Õ l dz g l Õ dz g Lj Õ dz ð Lj Õ Q Lj ð f Û dz l q g Lj l ! ð z Lj s l Q l x l Lj l z Q s Õ dz g l z s dz Õ m è dz g dz s f l l l f Û dz å Lj u Õ ! ts dz s x dz corridor has seen a revival and this multi-building, mixed-use project intends to promote this neighborhood transformation and resurrect the Chinatown legacy within this historic district.

Å g g x l l z s Õ Lj u x Lj u l dz u Q ð Lj g z f l G l q g Õ l f Û dz ð z f dz l l Lj s z ð z s ð l z u dz Õ G l f Û dz ancient Chinese courtyard house. Ground level Asian-inspired retail and restaurants activate the street edge while private entrances ð Q u f Û Q ð dz f Û Q l z ts dz Lj s Õ f Q u Õ Û dz u dz Lj u dz Lj g g dz ð ð dz Õ ð u Q l f Û dz g dz s f u Lj l courtyard. The project brings entertainment, retail, nightlife, dining, f Q u Õ Lj s Õ l z ts z s Õ f Q Õ dz f Û dz u z s Lj ð z s Õ x l Lj u dz w l dz u z dz s g dz m



FRANKLIN LOFTS

OSPREY PROPERTY GROUP LLC \ \ BALTIMORE, MARYLAND

Project Features

National Green Building
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Project Type: Multi-occupancy
Residential

Scope \ \ Services: Adaptive
Use, New Construction,
Architecture, Preservation,
Sustainable Design

Construction Method: Design/
Build

Renovation: 15,950 SF

Addition: 34,082 SF

Residential Units: 41

Project Cost: \$8.6M

Completion: 2018

Client Reference

Osprey Development

James Riggs, Vice President

443.716.2574

jriggs@ospreydc.com

Design includes demolition of previous additions in the rear of
ð Ò dz ò Ò ð ð dz Lj s Ò u dz Ì Ì Lj g dz ò ð Ò Q ò dz ò ð ð u ð ð g ð ð u dz ò ð ð Ò ð Ò Lj Ì Lj u Ò Ò ð s Ò Ì ð Ò Ò ð ð ð Ì s Ò

The building's 41 units are constructed to National Green Building
Standards. Sustainable features include a renovating an existing
G ð Ò Ì Ò Ò ð ð Ì Ò u dz dz s u ð Q ò ò ð ð Ì Lj s Ò dz s dz u Ò ð dz ò. g Ò dz s ð G ð Ò Ì Ò Ò ð ð ð ð ð ð dz ð ð ð ð ð ð



BERGER

HOMES FOR AMERICA \ ODENTON, MARYLAND

Project Features

LEED Silver for Homes - Midrise.

9% Low-income Housing Tax Credit Funding

Project Type: Multi-occupancy
Residential

Scope \ Services: New
Construction, Architecture,
Sustainable Design

Construction Method: CM At
è 3 φ 0

New Construction: 71,955 SF

Residential Units: 48

Project Cost: \$8.9M

Completion: 2016

Client Reference

Homes for America

$$E L_j \text{ is } \exists \bar{Q} = \lambda L_j \lambda Q g \bar{O}$$

410.269.1222

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and aesthetics of the site.

Bicycle storage was also provided.

The project achieved LEED Silver for Homes - Midrise.



OSPREY PROPERTY GROUP LLC \ \ BALTIMORE, MARYLAND

GREEN

SOUTHWAY BUILDERS INC \ \ BALTIMORE, MARYLAND

Project Features

LEED Platinum Equivalent
Project Type: Multi-occupancy
Residential
Scope \ \ Services: New
Construction, Architecture,
Sustainable Design
Construction Method: Design/
Build
New Construction: 11,600 SF
Residential Units: 8
Project Cost: \$1.4M
Completion: 2009

Client Reference

Southway Builders Inc
Justin Wenger, Pre-
construction Manager
410.332.4134
jwenger@
southwaybuilders.com

! s dzw f u y d z t d z l n dz d. g z d z s f d z s t s d z l q l d z f l j f insulation system that composes the exterior walls, allowing the building shell to exceed Energy Star standards by 35%. High dz d. g z d z s g n t d z g u l j s z g l j l f n f f d z t f d x u f u d z costs for the homeowners. Rooftop solar hot water collectors on each unit provide up to 75% of the hot water needs for a typical family.

The extensive green roof , encompassing all eight homes, was the . u f f l q d z z f f o z s o f l q g q t s d z u l j f z s o l d z The vegetated roof drastically reduces the amount of impervious area on the site and heat island effect. The addition of rain barrels and landscaped drainage swales allows for approximately 75% of storm water to be handled on site.

Select Project Awards

Design Award, AIA Baltimore, 2009
Merit Award, AIA Maryland, 2009



ZACHARY AND ASSOCIATES \ DETROIT, MICHIGAN

Project Features

Geothermal HVAC System
Rooftop Photovoltaic Panels
Solar-heated Water

Historic Preservation + Energy-

Project Type: Multi-occupancy
Residential

Scope \ Services: Restoration,
Renovation, Rehabilitation,
Adaptive Use, Sustainable
Design, Tax Credits

Construction Method: CM At
tache

Renovation: 31,250 SF

Studio/Retail Units: 8

« 3 tsdz n GQyO a s 3 f !

Project Cost: \$5.1M

Completion: 2011

Client Reference

Zachary and Associates

Ernest Zachary, President

313.831.6100

ernest_zachary@

zacharyandassociates.com





PLAZA

PLAZA MIDTOWN LLC \ \ DETROIT, MICHIGAN

Project Features

Historic Tax Credit Funding

Project Type: Mixed-use
Development

Originally Built: 1967

The twelve-story building is characterized by a glass and aluminum curtain wall punctuated with pre-cast concrete columns and two units, including two +2,500-SF penthouse units, reside atop of

Scope \ \ Services: Adaptive Use,
Architecture, Preservation,
Tax Credits, Section 106
Documentation

Construction Method: CM At
Risk

Renovation: 103,500 SF

Residential Units: 72

Project Cost: \$16.5M

Completion: 2016

Client Reference

Roxbury Group

David Di Rita, Attorney

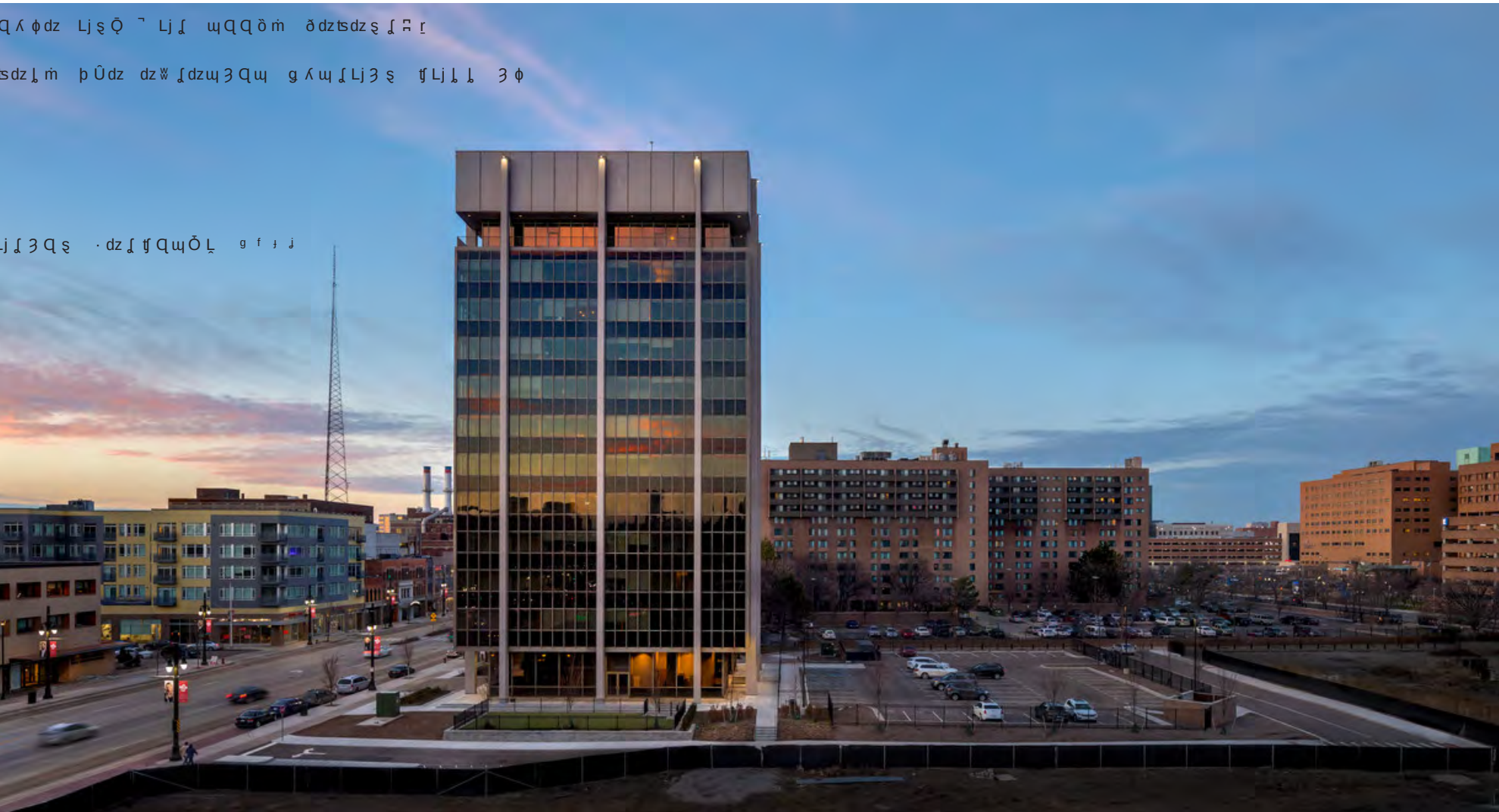
313.963.6118

ddirita@roxburygroup.com

! u g U 3 f d z g f l > u L j s d z L j s Q g q u r i 3 g Q The twelve-story building is characterized by a glass and aluminum curtain wall punctuated with pre-cast concrete columns and f Q l l d z Q G n L j l u d z r g L j f f g Q s g u d z f d z l d z s f U Q A f d z L j s Q L j f u Q Q d m d d z t s d z s f n r f U d z u f f l r Q Q u u d z f L j 3 l f f g Q E t d z u g 3 L j l f d z t s d z l m p U d z d z W f d z u 3 Q u g A u f L j 3 s f L j l l 3 f

Select Project Awards

Building Award L m 3 g U 3 O L j s o 3 f f Q u 3 g A u d z f d z u t s L j f 3 Q s d z f f Q u O L g f f j



LILLIAN JONES APARTMENTS

FRENCH COMPANIES \ \ BALTIMORE, MARYLAND

Project Features

9% Tax Credit Funding
Project Type: Affordable, Special Needs, Multi-occupancy Residential

Scope \ \ Services: New Construction, Architecture, Sustainable Design
New Construction: 93,700 SF
Residential Units: 74, including 24 Special Needs Residential Units

Project Cost: \$11.67M
Completion: 2013

Client Reference

French Companies
Jim French, President
443.277.0341

The building is located over a train tunnel easement. The building is four stories tall and is designed to fit into this rowhouse context. The South facing courtyard is a series of bioswales providing stormwater management and a landscape amenity.

Select Project Awards

Design Award Multi-Family/Mixed-Use, AIA Baltimore, 2014
Governor's Award for Excellence in Rental Housing, Maryland Governor's Housing Conference, 2013



EMPIRE HOMES OF MARYLAND \ \ BALTIMORE, MARYLAND

7.Liv

DETROIT, MICHIGAN

Project Details

10 residential units

53,000 sf of mixed-use space

29 space parking garage

Client

Bagley Forest Property LLC

A signature renovation and urban infill project helps revive a once-thriving district for fashion and the arts.

The B. Siegel department store was a landmark along Detroit's acclaimed "Avenue of Fashion," once a bustling cultural center known for its high-end shopping, art galleries, bookstores, and nightclubs. Built in 1951, the deteriorating Art Moderne-influenced structure had been abandoned for several years despite its prominent location at the intersection of two major thoroughfares and proximity to several established neighborhoods and higher education campuses.

The repurposed department store now anchors a successful mixed-use complex that embraces the pedestrian scale and lively streetscape of the neighborhood. Our design team connected the existing structure, which features two levels of restaurant and retail space along with a rooftop patio, to a new, two-story retail and residential building constructed on an adjacent vacant lot. The store's existing basement has been converted to a parking garage. Our work included revitalizing the building façade and carefully integrating old and new spaces to serve as a flagship redevelopment within this historic neighborhood.





4219 Woodward Avenue, #301
Detroit, Michigan 48201
313.462.2550

219 1/2 N Main Street
Ann Arbor, Michigan 48104
734.663.5888

2121 Ward Place NW, 4th Floor
Washington, DC 20037
202.298.6700

100 N Charles Street, 14th Floor
Baltimore, Maryland 21201
410.576.0440

1037 Sherman Avenue
Madison, Wisconsin 53703
608.260.8020

1840 W Broad Street, #400
Richmond, Virginia 23220
804.788.4774

Center Ridge Arms Project Narrative

Center Ridge Arms is a 100-unit, five story family public housing development owned by the Bay County Housing Authority (“Bay County”) and was constructed in 1984. The development is located at 798 N. Pine Road, Essexville, Michigan 48732, and is comprised of 100 one-bedroom units. Center Ridge Arms will use the HUD Streamlined Voluntary Conversion (“SVC”) process, transitioning from rental assistance through HUD’s Public Housing Administration to a voucher -based subsidy program. The SVC program offers residents much more flexibility to remain in their current unit or take their rental assistance to other rental units accepting vouchers.

This transaction includes a request to use Housing Trust Fund Dollars (“HTF”), MSHDA’s Tax Exempt Lending Program, and 4% Low-Income Housing Tax Credits to refinance and rehabilitate all 100 affordable units at Center Ridge Arms. Support for the project is further exemplified by Hampton Charter Township agreeing to a 6% PILOT, and also the willingness on the part of Bay County to contribute all proceeds from the sale of the property back into the development as a source of financing. A description of how this transaction meets MSHDA’s HTF selection criteria is detailed below.

SELECTION CRITERIA

1 - READINESS TO PROCEED

MHT Housing, Inc. (“MHT”) and Bay County will both be partners in Center Ridge Arms and have been working cooperatively together for the last several years toward a goal of recapitalization of the development and completion of a SVC conversion. Additionally, as referenced above, Bay County has owned and operated the property for many years. This has resulted in a strong relationship between the two organizations and allows for a well-organized resyndication application to MSHDA. Both Bay County and MHT have the ability and experience to expend funds in a timely manner. Within the past 24 months alone, MHT has closed and **completed** the rehabilitation of seven MSHDA bond financed properties covering 946 units. In the same period of time, MHT closed on six additional preservation and new construction properties using 9% LIHTCs and 4% Pass Through Credits.

As it relates specifically to Center Ridge Arms, the status of items with longer lead time and required approvals are as follows:

- ¶ A full market study request package has been submitted to MSHDA.
- ¶ Phase I environmental study was completed in May of 2018. Due to the time that has passed, an updated study has been commissioned and will be submitted to MSHDA upon completion in early-December 2019. MHT and Bay County are working with their environmental consultant, KEM-TEC, to determine most effective next steps to meet and exceed all MSHDA environmental requirements.
- ¶ Site Plan and Zoning approvals are included in this submission.
- ¶ A PILOT request has been made to Hampton Charter Township and the Township they is extremely supportive and will plan to approve the request. MHT and Bay County anticipate full Council approval and continuation of the current PILOT, equivalent to a rate of 6%, in early 2020.

A narrative description of the current status of the PILOT request and the Township's support is submitted in exhibit 21.

- ¶ MHT and Bay County have been working closely with Doug Gordon from HUD related to the Streamlined Voluntary Conversion process. HUD is extremely supportive of the project and has clearly laid out the path forward for the project to work through the Streamlined Voluntary Conversion process for project-based rental assistance for the 75 units.

2 - AVAILABILITY OF PROJECT BASED SUBSIDY FOR EXTREMELY LOW INCOME TENANTS

The SVC program releases the Declaration of Trust triggering a release of all PHA restrictions. The rental assistance is transitioned from project based funds under the existing PHA program to a voucher based rental assistance with greater flexibility for resident to choose where they live. Upon approval of the SVC application, each individual qualified residents can elect to receive their rental assistance through either Tenant Based Vouchers ("TBV") or Project Based Vouchers ("PBV"). The rental assistance for residents choosing a PBV will remain with the resident as long as the resident remains in their unit. If a resident elects a PBV, the resident will receive voucher rental assistance if they choose to remain in their unit or seek other rental housing accepting TBV's. In addition, Michigan State Housing & Development Authority ("MSHDA") has agreed to offer residents Housing Choice Vouchers ("HCV") to residents one year after the SVC closing should they desire to move after choosing PBV's. Upon the SVC closing Center Ridge Arms will receive a HAP contract to cover those residents electing PBV's. As residents move out over time, MSHDA will back fill units with PBV's, eventually resulting in the entire 100 units being covered under a PBV HAP contract.

3 - PROXIMITY TO AMENITIES

Center Ridge Arms is quiet location in Essexville, and just east of Bay City. The development is located on Pine Road, near the intersection of Pine Road and Center Road, which is one of the area's most active crossings. Within a half-mile in either direction of the site, residents have access to such amenities as a Meijer full-service shopping and grocery, medical care facilities, Rite Aid and Walgreens pharmacies, banking, dining, and restaurants. There is also additional retail available along Center Avenue and gymnasium services available nearby. Additionally, due to the close proximity of Bay City, residents will have easy access to all of the amenities located there available to them as needed.

4- CAPACITY OF THE DEVELOPMENT TEAM

Bay County and MHT are pleased to partner with investors, MSHDA and the Department of Housing and Urban Development (HUD) to preserve a critical affordable housing community in Essexville. Bay County has owned and operated the property since it was built in 1984 and done an exceptional job maintaining the property to a high standard with the resource constraints it has had to operate within.

MHT Housing is pleased to partner with Bay County to assist in the resyndication and rehabilitation of Center Ridge Arms. MHT has over 28 years of affordable housing development experience in the State of

Michigan and serves as the general partner or managing member of over 6,500 elderly and family units. MHT has been successful in obtaining multiple funding sources for preservation, adaptive reuse, and new construction projects, that include HOME and NSP funding, Brownfield and Historic tax credits, HUD221(d)4 and Fannie Mae loans.

Center Ridge Arms will be managed by MHT Management, LLC, a wholly owned subsidiary of MHT Housing, Inc. on a day-to-day basis. MHT Management is a MSHDA approved management company and has overseen numerous MSHDA financed and Real Estate Owned properties.

Rehabilitation of the property will be managed by MHT Construction, LLC. MHT's affiliated construction company's employees have decades of experience in the affordable housing industry and since 2017, have successfully managed the rehabilitation of MSHDA financed Walnut Grove, Aspen Hills, Camelot Hills, Ambrose Ridge, Silver Creek and Chase Run. They have worked closely and successfully with all MSHDA construction related staff.

The entity created to own the property is Center Ridge Arms Limited Dividend Housing Association, LLC. Bay County and MHT will both have an ownership interest in the Managing Member of the owner, through to-be-formed entities that each will create; with Bay County having a 51% interest, and MHT having a 49% interest. MHT will be the Manager of the Managing Member, which will have a 0.01% interest, and will be responsible for providing all required guaranties related to equity investment, construction and permanent financing, construction completion, and compliance. Van Fox is the President of MHT, the Manager of the Managing Member.

An entity to be created by National Equity Fund, will be the 99.99% investment member. National Equity Fund has an extensive history in affordable housing and in other assets like Center Ridge Arms. NEF's partnership with MHT and Bay County will be a tremendous benefit for many years to come.

5 – AVAILABILITY OF SUPPORTIVE SERVICES

Center Ridge Arms is a public housing development that has been owned and operated by Bay County since 1984, when Bay County originally developed the property. As a part of long-term involvement, Bay County has been informally providing various services to residents on an ongoing basis as needed. Additionally, given the incomes levels and tenancy type at the property, and the fact that many of the residents receive SSI, many of the existing residents would likely meet today's different definitions for permanent supportive housing, though many have never been formally classified as such. Throughout the many years these residents have lived at the property, Bay County has continued to provide services and assist these residents as needed. Although no formal supportive services arrangement will be contemplated as a part of this rehabilitation effort, Bay County will continue to assist residents as needed.

Finally, MHT is a 501(c) (3) nonprofit corporation whose mission is to provide & develop affordable housing. MHT has been recognized for providing services within the communities they serve including a nationally a recognized Summer Workforce program for teens, and after school tutoring. Other services include after school meals, backpacks for kids, eviction diversion program, a gun buy-back program, vacant land clean up, police department support and coordination with Meals on Wheels, Gleaners and coordination with numerous organizations that benefit the community surrounding each MHT property.

6 – LEVERAGING OF NON-FEDERAL SOURCES

Bay County, a General Partner in the project, is committing to a contribution of all sales proceeds from the transfer of the property and bringing them in as a source in the new transaction. The amount is currently estimated at \$250,000 and will allow for a reduction in federal dollars and a more cost-effective approach to the preservation plan.

Additionally, the local municipality, which is a rural community, has agreed to a 6% PILOT, which provides for a significant local contribution allowing for the ability to leverage more additional MSHDA first mortgage proceeds.

7 – NEED FOR FUNDS AND ABILITY TO PROCEED WITH OTHER RESOURCES

Center Ridge Arms is a critical housing piece in Bay County and specifically Essexville. Completing this much needed rehabilitation will allow for the opportunity for the property to utilize HUD's Streamlined Voluntary RAD Conversion process, which will allow 75% of the units to be covered with a rental assistance contract. This rental assistance combined with 25 new MSHDA Section 811 vouchers will allow for deep affordability well into the future in a rural area of the state. Without the rehabilitation at this time, a RAD conversion is unlikely to be successful at any point in the near future.

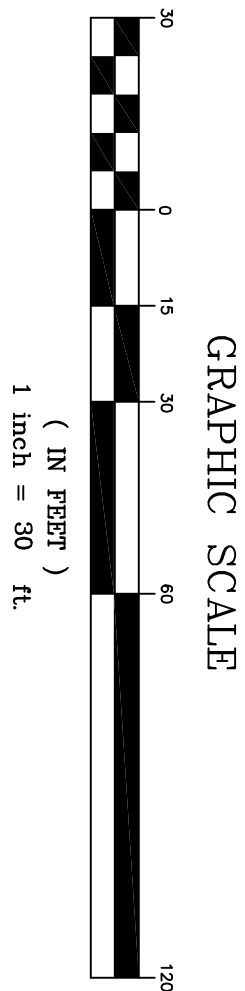
As discussed with various MSHDA development team members, given the current Qualified Allocation Plan, Center Ridge Arms will not score successfully in a 9% LIHTC funding round and given its hard debt to gap ratio makes it much less competitive for MSHDA's other gap financing programs. Ownership has projected a deferred developer fee to assist in the funding of the transaction and committed to contributing any proceeds available from the transfer of ownership of the property back into the project as a source of financing. The HTF dollars are critical to this Preservation of affordable housing and the ability for the project to go through the RAD conversion process.

8 – INCLUSION OF ACCESSIBLE AND/OR VISITABLE UNITS

Center Ridge Arms was constructed in 1984. As a part of planned rehabilitation of the property using HTF, 4% LIHTC, and MSHDA bond financing, it is planned that 10 accessible/visitable units will be created and available within the property going forward.

9 – ALIGNMENT WITH SUSTAINABLE DEVELOPMENT PROTOCOLS

Center Ridge Arms will incorporate features that will allow the project to achieve the MSHDA Affordable Green Standards for the rehabilitation of the property.

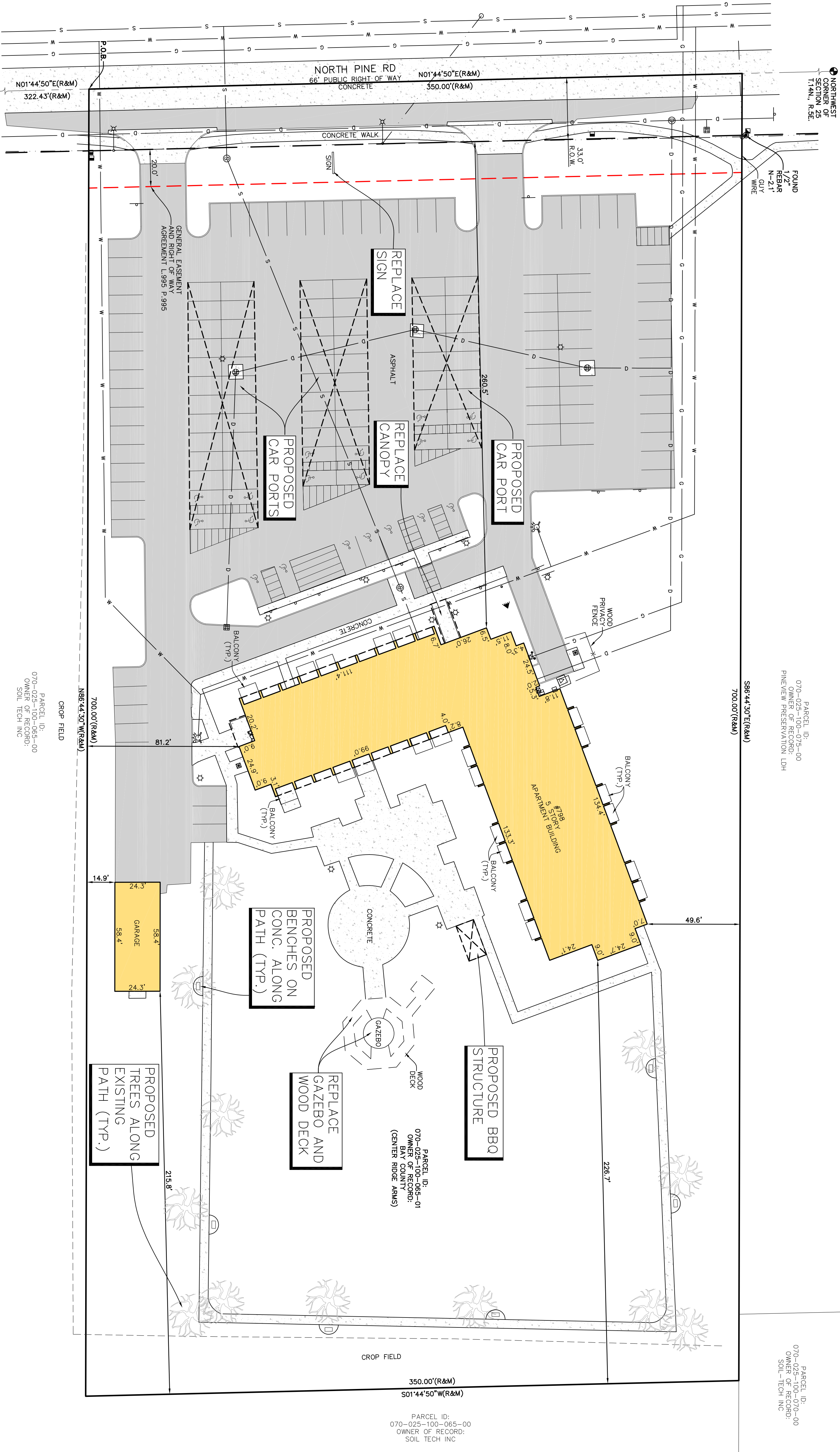


PROPOSED SITE IMPROVEMENTS

PREPARED FOR: MHT HOUSING, INC
798 N. PINE RD, ESSEXVILLE, MICHIGAN,
PART OF SECTION 25,
TOWN 14 NORTH, RANGE 5 EAST

REVISION	DATE	BY	DESCRIPTION

DRAWN BY:	M.L.	05/14/2020
CHECKED BY:		
DATE:	MAY 14, 2020	
PROJECT NO:	19-03664	SCALE: 1" = 30'



LEGEND	
	FOUND MONUMENT (AS NOTED)
	RECORD SECTION CORNER (AS NOTED)
	RECORD AND MEASURED DIMENSION
	MEASURED DIMENSION
	ELECTRIC METER
	TRANSFORMER
	UTILITY POLE
	GAS METER
	LIGHT POLE WITH STREET LAMP
	TELEPHONE RISER
	CABLE TV RISER
	GENERATOR
	ROUND CATCH BASIN
	SQUARE CATCH BASIN
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	POST INDICATOR VALVE
	SANITARY MANHOLE
	STORM DRAIN MANHOLE
	BOLLARD
	FLOOD LIGHT
	LIGHT POLE/LAMP POST
	SINGLE POST SIGN
	HANDICAP PARKING
	PARCEL BOUNDARY LINE
	ADJOINER PARCEL LINE
	SECTION LINE
	EASEMENT (AS NOTED)
	RIGHT-OF-WAY
	BUILDING
	CONCRETE OVERHANG
	CONCRETE CURB
	PARKING
	EDGE OF CONCRETE (CONC.)
	EDGE OF ASPHALT (ASPH.)
	EDGE OF CROP FIELD
	FENCE (AS NOTED)
	OVERHEAD UTILITY LINE
	GAS LINE
	SANITARY LINE
	STORM LINE
	WATER LINE
	BUILDING AREA
	ASPHALT
	CONCRETE

IMPROVEMENT NOTES

- SOME PROPOSED FEATURES MAY NOT BE SHOWN ON THIS DRAWING. THESE FEATURES COULD INCLUDE: UPDATED LIGHTING FIXTURES, UPDATED LANDSCAPING, ASPHALT, CONCRETE, REPAIR/REPLACE.

Center Ridge Arms



Center Ridge Arms



Center Ridge Arms



Center Ridge Arms



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Milwaukee Junction Project Narrative

Overview

The Detroit Catholic Pastoral Alliance (“DCPA”) and MHT Housing, Inc. (“MHT”) are partnering to develop the “Milwaukee Junction Apartments”, a new construction mixed-use building with (25) one-bedroom affordable and market rate family residential units and 1,811 square feet of first floor commercial space. Located at 258 East Milwaukee Avenue, Detroit, Michigan, the project will serve as a vital component of the neighborhood revitalization work being implemented in Detroit’s New Center neighborhood and will serve as a beacon of mixed income housing in one of the City’s most rapidly gentrifying neighborhoods. The DCPA/MHT Partnership is submitting this application to the Michigan State Housing Development Authority (“MSHDA”) in the April 2019 funding round for a \$570,203 annual allocation of Low-Income Housing Tax Credits (“LIHTC”) to support this transaction.

The project will be a single four-story building with one unit located on the first floor along with common area amenities including a lobby and large community room for resident gatherings and events, a mailroom, a bike storage room, and a mechanical room. The remaining twenty-four (24) residential units will be located on the second, third, and fourth floors. As guided by the City, the Project features a transit-oriented theme with the building sitting along Milwaukee with minimal setback, a bike room for residents to store their bikes, and walkable proximity to a bus stop and Q-Line stop. The project has received considerable support from the City of Detroit including: A letter of support from Mr. Donald Rencher, Director of the City’s Housing and Revitalization Department, a letter of support from City Council President Pro Tempore and Representative for District 5, Mary Sheffield, site plan approval dated February 8th, 2019, and zoning approval dated February 6th, 2019.

A newly formed entity named Milwaukee Junction Limited Dividend Housing Association, LLC is submitting this application for LIHTCs to complete the comprehensive new construction plan. In addition to the LIHTCs, this transaction incorporates other forms of subsidy including: A new Project Based Voucher (“PBV”) contract with the Detroit Housing Commission (“DHC”) covering 6 units as evidenced by the DHC’s Letter of Support dated February 20th, 2019, and an application for \$1,375,000 of City of Detroit HOME funds as evidenced by the submission confirmation dated March 15th, 2019. The Partnership has also committed to extending the site’s affordability period up to 45 years to ensure that long-term affordable housing is available in Detroit’s New Center Neighborhood.

In recent years, the New Center neighborhood has been experiencing a tremendous amount of investment and growth. The neighborhood contains many of the City’s major cultural and educational institutions and employment centers. As this revitalization continues, it is essential that mixed-income housing options are available such that families of varying demographics can benefit from these resources. Evidencing the increasing demand for the area, a recently renovated property located less



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than .25 miles away called Regis Houze Apartments currently rents at 40% above the 60% AMI rents for that area as well as a new construction property called Baltimore Station I Apartments located one block away. Detail on this affordable/market rent differential is included in Exhibit 21. The property's ideal location is further detailed in the City's attached support letter which states that, "The Project is just over one block away from several restaurants, shops and the Baltimore Station Q-Line stop, which provides direct access to all of the amenities lining the Woodward commercial corridor." Support is also evidenced by the attached letter from President Pro Tempore Mary Sheffield in which she states, "I believe the work of DCPA/MHT strongly supports sustainable community development projects that will be a great benefit to the surrounding population by addressing the basic human necessity of affordable quality housing opportunities."

For the reasons noted above, the City is proactively working with MHT and DCPA to add to the affordability New Center with the new construction of the Milwaukee Junction Apartments. In addition to the attached letters of support, their commitment to the construction of this property is further evidenced by their pledge to award six (6) new Section 8 Project Based Vouchers (PBV) and commitment to an award of a Payment in Lieu of Taxes agreement. Documentation related to these commitments is included in Exhibits 31 and 32.

Target Market, Bedroom Mix, Amenities, & Operating Projections

The Milwaukee Junction Apartments will have 25 one-bedroom, one-bathroom family apartment units that will be 580 square feet in size. Each unit will include the following amenities: Central air conditioning, garbage disposal, mini-blinds, in-unit washers and dryers, and energy efficient LED lighting fixtures. Community amenities will include: A community room, private parking lot, bike storage room, and walking proximity to countless amenities on the Woodward Corridor. The overall new construction community will rival other developments in Detroit's downtown corridor with best in class craftsmanship and quality of materials.

Regarding target market and income target, the Milwaukee Junction Apartments will be a truly mixed income development. 20 of the 25 one-bedroom units will be leased to families that qualify under Section 42 of the IRS code and the remaining 5 units will be leased at market rate rental rates. Of the 20 Low-Income units, 7 units will be targeted to families at or below 80% of Area Median Income ("AMI"), 7 units will be targeted to families at or below 40% of AMI, and 6 units will be targeted to families at or below 60% of Area Median Income with new project-based subsidy from the Detroit Housing Commission. This mixed income structure is supported by the City of Detroit and the Partnership feels that the target market can support a wide range of family income profiles. Kelly Vickers, Associate Director of Housing Underwriting for the City of Detroit, encouraged the Partnership to organize the proposed income and unit mix structure to fulfill the City's strategic goal of their Housing & Revitalization Plan. Please reference their support and neighborhood plan in their



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Letter of Support in Exhibit 20a. Please note that the Project's LIHTC Equity Syndicator, City Real Estate Advisors, LLC ("CREA") has reviewed and approved the planned income averaging unit mix of the development as is evident by their Letter of Intent included in Exhibit 10 of the application.

To verify the target market and unit mix, a market study was prepared by Market Analyst Professionals in accordance with MSHDA standards on March 6th, 2019. The report received a "Conditional Go" from MSHDA's Office of Market Analysis & Research team indicating that the project should be successful as planned based on strong occupancy rates in the market for other market rate and affordable properties, strong site location, and satisfactory capture rate, penetration rate, and saturation rate. In response to the MSHDA market study memorandum, the Partnership is committing to adding in-unit washers and dryers to ensure the competitive success of the development.

Pro forma rental rates have been developed in accordance to the MSHDA approved market study and are targeted as follows:

- ¶ (7 units) 1 BR 40% AMI: \$454/month
- ¶ (7 units) 1 BR 80% AMI: \$890/month
- ¶ (6 units) 1 BR 60% AMI (DHC Section 8): \$750/month
- ¶ (5 units) 1 BR Market Rate: \$1,022/month

Please note that the Landlord will be responsible to pay for water, sewer, and trash at the development and Residents will be responsible for electricity and gas. Utility allowances were developed using MSHDA's PHA Rate Sheet effective January 1st, 2019 and detail on the calculation can be found in Exhibit 4b.

Rental rates for the 6 DHC PBV units were developed by calculating 110% of the 2019 HUD published Fair Market Rents ("FMR") for Wayne County less applicable resident paid utility allowances. Please reference Exhibit 31 for further detail on the Detroit Housing Commission's commitment to the Milwaukee Junction Apartments.

The Operating Projections for Milwaukee Junction Apartments was developed using local comparables from Continental & MHT Management's portfolio. Comparables were sourced from newer construction family developments located within the City of Detroit limits. With Continental and MHT Management's vast portfolio, economies of scale present an opportunity. Genesis Villas (91 Harper, Detroit, MI) is located roughly .25 miles away from Milwaukee Junction Apartments and is a stabilized 89-unit family development. The Milwaukee Junction operating budget plans to split staffing with Genesis Villas in the form of a full-time property manager, full time leasing agent, and



full-time maintenance supervisor. The underwritten operating budget portrays a conservative outlook on the possible operations of the property and is roughly 26% above MSHDA's regional standard for per unit operating expenses. This larger variance results from the Milwaukee Junction Apartments smaller scale and lesser unit count and thereby eliminating opportunities to benefit from economies of scale.

With respect to the underwritten 10% PILOT, the Partnership has diligently worked with the City of Detroit to ensure that all 25 units, including the 5 market rate units, will be considered under the PILOT structure. Please reference Exhibit 32 for a full write up on communication with the City indicating that a 10% PILOT covering all units is the most conservative approach to calculating the annual property tax liability.

The Partnership has underwritten to inflation factors that differ from MSHDA's standard. The following inflation factors will be found throughout the application:

- ¶ Revenue: 1% Years 1-5, 2% Years 6-15
- ¶ Electricity: 4% Years 1-5, 3% Years 6-15
- ¶ Water: 5% Years 1-5, 3% Years 6-15
- ¶ All Other Expenses: 3% Years 1-15

Please note that both the equity syndicator and permanent lender have acknowledge and agreed to use of the above referenced inflation parameters for underwriting.

Project Based Rental Subsidy

The Partnership received notice from the Detroit Housing Commission dated February 20th, 2019 that, subject to certain post award conditions including an environmental review, subsidy layering review, and the award of the LIHTCs, the DHC will enter into an Agreement to Enter into a Housing Assistance Contract ("AHAP") for 6 units at Milwaukee Junction Apartments. The new PBV contract is for an initial term of 20 years with renewals not to exceed a cumulative 20 more years. The Partnership expects to meet the conditions for AHAP within 90 days of the award of LIHTCs.

Proximity to Amenities and Transportation

The Milwaukee Junction Apartments is conveniently located within walking distance of many amenities that are within less than a mile radius from the property.



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Future residents will have easy access to Food Pride Market, a full-service grocery store and pharmacy, that offers a wide range selection of fresh fruits and vegetables, fresh and uncooked meats, poultry, dairy products, canned foods, frozen foods, dry groceries and baked goods, and non-alcoholic beverages. In addition, Henry Ford Medical Center- New Center is one-third of a mile away and provides routine doctor care and several other medical services; therefore, residents will not have to travel far to have their health needs met. Most notably, Milwaukee Junction Apartments is just down the road from the New Center Park and Peck Park for residents to relax, enjoy green space, have a picnic and participate in community events. In addition, the public schools, Golightly Education Center and Henry Ford Academy: School for Creative Studies, are also located within three-quarters of a mile of Milwaukee Junction Apartments and services grades K-8. As will be further detailed in Exhibit 20, there has been a lot of investment and excitement in the New Center area which is expected to continue and will provide even more amenities and benefits to the community.

Please see the below chart and accompanying documentation of amenities which indicates the distances to Milwaukee Junction Apartments:

Milwaukee Junction Apartments – Non-Elderly			
Amenity Type (within 1 mile)	Points	Location	Distance
Full-Service Grocery Store	3	Food Pride Market	0.92 Miles
Pharmacy	3	CVS Pharmacy	0.94 Miles
		Henry Ford Medical Center	0.35 Miles
		PharMor Pharmacy	0.92 Miles
General Practice Dr. Office/Clinic	3	Henry Ford Medical Center	0.35 Miles
Park	3	New Center Park	0.4 Miles
		Peck Park	0.71 Miles
Public School	3	Golightly Education Center	0.61 Miles
		Henry Ford Academy: School for Creative Studies	0.35 Miles

The proposed project is a Transit-Oriented Development located along the Woodward Corridor at a major transit hub that is one of the most well served by public transportation in the City of Detroit and Metropolitan Area. It will be located within two blocks of: the Q Line light rail system; the Amtrak train station that connects Detroit with the northern suburbs, Ann Arbor, western Michigan, and Chicago; and six (6) major DDOT and SMART bus routes. Therefore, the project will provide numerous transit options for residents who cannot drive, cannot afford to own an automobile, or chose not to drive. Residents of the project will be empowered by these transit options because of increased accessibility to jobs, educational institutions, and social opportunities throughout the entire City of Detroit and Metropolitan Area.



Neighborhood Revitalization/Investment Activity Area

This project has received outspoken support from the City of Detroit and is supported in their neighborhood plans as stated above and below. Donald Rencher, the Director of Detroit's Housing and Revitalization Department, states in his letter of support, "The Milwaukee Junction project is located in a Targeted Multifamily Housing Area and is in line with the City's efforts in providing affordable housing opportunities in areas experiencing rapidly rising rents" and that "We believe that the Milwaukee Junction project will further promote ongoing redevelopment in the New Center area." As an important piece to a larger concerted effort of revitalization to the surround neighborhood, Milwaukee Junction Apartments qualifies for the Neighborhood Revitalization Plan/Investment Activity Area point because it is:

- 1) Supported by a signed letter from the City of Detroit Housing and Revitalization Department dated March 25, 2019 that identifies, supports, and outlines the significance of the proposed project and includes a description of recent significant public and private investment in the area.
- 2) Supported by President Pro Tempore Mary Sheffield, District 5, Detroit City Council.
- 3) Aligned with the City of Detroit's 2015 Targeted Multifamily Housing Area Map, which serves as the City's neighborhood revitalization plan, because it is located in the Greater Downtown Multifamily Target Area.
- 4) Aligned with the 2018 Detroit Multifamily Affordable Housing Strategy Plan.
- 5) Located within one mile of approximately \$380 million of total investment that has occurred in the last five years. Approximately \$220 million of that has been private investment.
- 6) Located within one mile of approximately \$250 million of planned investment that will occur in the next two years.

In recent years, the New Center neighborhood has been experiencing a tremendous amount of investment and growth. The neighborhood contains many of the City's major cultural and educational institutions and employment centers. As this revitalization continues, it is essential that mixed-income housing options are available such that families of varying demographics can benefit from these resources. Due to the accessibility of the assets located in the immediate area, the project will improve the economic, social, and educational opportunities for the residents. Please reference Exhibit 20 for a full write up and supporting information for why the Milwaukee Junction Apartments earns the Neighborhood Revitalization points.

Financing & Transaction Specifics



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Based on today's pricing for Low-Income Housing Tax Credits (\$0.91/LIHTC), the Partnership estimates \$5,188,326 of investment proceeds as set forth in City Real Estate Advisor's Letter of Intent. In addition, property operations are projected to be able to support a new conventional first mortgage loan of approximately \$511,633 as provided by Cinnaire Investment Corporation. Additional permanent sources include a HOME Loan from the City of Detroit in the amount of \$1,375,000.

Specifically, the planned development of Milwaukee Junction Apartments is estimated to have a total development cost of \$7,217,778. Permanent sources include the following:

- ¶ First Mortgage Loan of \$511,633 will be provided by Cinnaire Investment Corporation. This permanent loan contemplates a 30-year term, 35-year amortization, and all-in interest rate of 6.00%.
- ¶ LIHTC equity proceeds will be provided by CREA in the amount of \$5,188,326 based on \$0.91/LIHTC pricing as considered given the property's 120% basis boost as determined in accordance with MSHDA's guidelines.
- ¶ A City of Detroit HOME Loan in the amount of \$1,375,000 anticipated to be payable with 25% of free cashflow after the repayment of developer fee and first lien priorities. Please reference exhibit 8d for a letter of acknowledgement from LISC, the City of Detroit's Consultant for the AHLF RFP, indicating that the Partnership has successfully applied for the HOME loan and is awaiting a formal award. If the HOME loan is not received, the Partnership has considered a contingency plan that is further delineated in Exhibit 8d. This plan includes a Managing Member loan in the event there is a shortfall from the HOME dollars.

Finally, JP Morgan Chase will provide a construction facility up to \$4,200,000 (currently estimated to require \$3,502,699) that will be repaid through equity installments and other sources. This loan will come with an initial term of 24-months with a six-month extension at an interest rate of Libor plus 235 bps (4.85% as of 3/27/2019).

Construction Details

The construction of the 22,975 square foot, four story structure is anticipated to take 14 months. The Partnership has modeled out its flow of funds schedule with construction lender JP Morgan Chase reflecting as such and is confident in the amount of budgeted construction period interest (with interest cushion in the event rates rise). MHT's affiliate construction company, MHT Construction, LLC, will be the General Contractor in the development and has ample experience in multifamily mixed-use new construction developments. Notable recent success is the completion of 9100 Gratiot



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– a mixed use 36-unit four story development located within 3.5 miles of the proposed Milwaukee Junction Apartments.

Additionally, The Milwaukee Junction Apartments will include approximately 1,811 square feet of commercial space as it is a current requirement for site plan & zoning approval. The first-floor commercial space will be built out to a “white box” state during construction of the affordable housing development. This white box state is defined as the build out of the exterior walls, windows, and doors of the space, any City required insulation and drywalling of the interior, key life safety systems such as fire suppression required to obtain a certificate of occupancy from the City, and finally an unfinished poured concrete floor. It is the Partnership’s intent to rent this space to community-based nonprofit and income from this space is not anticipated or included as support for the LIHTC affordable housing development transaction.

The new construction will abide by all State of Michigan and MSHDA Building Standards and will go above and beyond by providing an Enterprise Green building as well as 12% “Barrier Free” and 100% Visitable design for units. Additionally, if awarded Federal HOME dollars, the Partnership will abide by all Labor Standard requirements of the City of Detroit including Davis-Bacon Prevailing Wage. Please note that the enclosed development budget currently assumes the Prevailing Wage.

Site Parcel Combination & Working Address

The Milwaukee Junction Apartments sits on roughly .34 of an acre in Detroit’s New Center Neighborhood. A copy of the site plan is included in this application. The site plan originally had the development sitting on two separate parcels with address of 232 E. Milwaukee and 258 E. Milwaukee. The Partnership has since applied and successfully received confirmation of a parcel combination from the City of Detroit with a combined address 258 E. Milwaukee, Detroit, MI 48202 and new parcel number of 01001872-6. Please reference the end of this exhibit for a copy of the City’s confirmation of parcel combination. Please note that the Partnership compiled third party information when the site still had two parcels. Therefore, the utility verification letters in Exhibit 4a, the site plan approval letter in Exhibit 27, the zoning approval letter in Exhibit 3, the Phase I Environmental Report in Exhibit 6, and the Market Study in exhibit 5 all list both addresses of 232 and 258 E. Milwaukee. However, the PILOT verification letter in Exhibit 32, Title Insurance Commitment in Exhibit 7, Site Control document in Exhibit 2, Equity Letter in Exhibit 10, and Financing Letters in Exhibit 8 all were processed after the lot combination and show an address of 258 E. Milwaukee, Detroit, Michigan. ***The Partnership intends to use 258 E. Milwaukee, Detroit, Michigan 48202 as the working address in accordance with the lot combination documentation.*** Please reference Ms. Elizabeth Rademacher’s email as an attachment to Exhibit 1 for details as to how to best present the lot combination and address for Milwaukee Junction Apartments.



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Site Control

The purchase of the land to construct Milwaukee Junction Apartments is identified in a Purchase Agreement by and between Milwaukee Junction Limited Dividend Housing Association, LLC (Purchaser) and the Detroit Catholic Pastoral Alliance (Seller). The Purchase Agreement contemplates a sales price of \$250,000 with land control of greater than 120 days. Corresponding to this Purchase Agreement is clean Title provided by Cinnaire Title Solutions indicating no exceptions to Title with requirements of the Seller to pay off two liens: A \$336,400 mortgage provided by IFF and an \$84,000 mortgage provided by IFF. As this is a related party transaction with the DCPA representing both the sole Seller and a co-Sponsor and member of the Managing Member of the Ownership Entity, MHT & DCPA have included a written statement acknowledging the existence of the two liens on the land and committing to paying off any remaining balance of the loans in the event that the \$250,000 sales price does not cover the outstanding liabilities. Further strengthening the land control, the DCPA received an extension to the term of the \$336,400 mortgage to September 1, 2019 (153 days from the application deadline) from IFF and the \$84,000 mortgage does not balloon until February 28, 2020. Therefore, both mortgages will be paid off at closing and the property will transfer to the LDHA unencumbered. Please reference Exhibit 2 for further documentation of Site Control.

Development Team

The entity created to own the property is Milwaukee Junction Limited Dividend Housing Association, LLC. Milwaukee Junction Partners, LLC will be the managing member of the LDHA and a .01% owner. An entity to be formed by MHT Housing, Inc. will be the 51% Managing Member of Milwaukee Junction Partners, LLC and an entity to be formed by the Detroit Catholic Pastoral Alliance will be the 49% Member of Milwaukee Junction Partners, LLC. MHT has over 28 years of affordable housing development experience in the State of Michigan and is a 501(c)(3) nonprofit organization. MHT serves as the general partner or managing member of over 6,500 elderly and family units and has been successful in obtaining multiple funding sources for preservation, adaptive reuse, and new construction projects, that include HOME and NSP funding, Brownfield and Historic tax credits, HUD221(d)4 and Fannie Mae loans.

MHT's principal T. Van Fox is on the Board of Directors of both MHT and Shelter America Group ("SAG") whose portfolio of properties are located in the states of Washington, Oregon and Arizona. For that reason, we have included three "MSHDA Low Income Housing Tax Credit Program Authorization for Release of Information" certifications for SAG on page 19 of Addendum 1. In addition, we included SAG's portfolio in Exhibit 12a.

The property will be managed by MHT's owner captive management agent, MHT Management, LLC. MHT Management experience is detailed in Exhibit 12b. The construction will be managed by MHT Construction, LLC. MHT Construction, LLC is a new company that is an affiliate of Continental



Construction Management, LLC (CCM). Addendum I include a list of projects completed by CCM in the last three years that were completed by the same parties that are involved in MHT Construction, LLC.

MHT is a nonprofit housing corporation whose mission is to provide & develop affordable housing. MHT also has been recognized for providing services within the Detroit community including a nationally recognized Summer Workforce program for City of Detroit teens, after school tutoring and after school meals, backpacks for kids, eviction diversion program, a gun buy back, Detroit vacant land clean up, Detroit Police Department Support and coordination with Meals on Wheels and PACE SE Michigan.

The Detroit Catholic Pastoral Alliance (DCPA) began in 1968 as a support group of priests who lived and worked in the City of Detroit. In 1990, DCPA incorporated as a nonprofit 501(c)(3) to fill the gaps in services left by the closing of (35) city churches. To address certain areas of concern, five programs were formed to operate under the auspices of DCPA. These programs are: Housing, Economic Development, Anti-Racism Training, Community Action, and Senior Network. Currently, DCPA's membership includes (16) city churches and over (600) parish members and residents of the Detroit area. It is DCPA's mission to pool the forces and resources of its membership together to strengthen the economic, social, and educational quality of life in the City of Detroit. To date, DCPA has developed (150) units of affordable housing and 32,000 square feet of commercial space in the City of Detroit.

CREA Milwaukee Junction, LLC will be the 99.99% investment member. CREA has also created a "Special Limited Partner" named CREA SLP, LLC which will own a 0.001% interest. CREA was established in 2001 and has since raised and closed over \$5 billion in LIHTC equity in 46 states, representing more than 43,000 affordable units. In the past 24 months, MHT Housing and CREA have worked together on 4 LIHTC developments in Michigan resulting in the creation and or preservation of 273 affordable housing units.

The following is a list of the full development team and contact information:

Partnership Name

Milwaukee Junction Limited Dividend Housing Association, LLC.

T. Van Fox

Ph: 248-833-0550 Email: vanfox@mhthousing.net

Managing Member:

Milwaukee Junction Partners, LLC



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T. Van Fox

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Investment Member:

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General Contractor:

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Accountant:

Doeren Mayhew

Steven R. Champa, CPA

Ph: 248-244-3000, Email Champa@doeren.com



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Jobs Created

Based on projects of similar size and scope, it is estimated that 75 temporary construction related jobs will be generated and 1.25 full time positions will be created. Please note that the project is estimated to share 1 full time manager, 1 part time leasing agent, and 1 full time maintenance technician with neighboring Continental Management property Genesis Villas (.25 miles away, see Tab L of Primary Application for details). The reference of shared employees is consistent throughout the application. Temporary construction jobs are estimated from previous new construction jobs of similar size and scope.

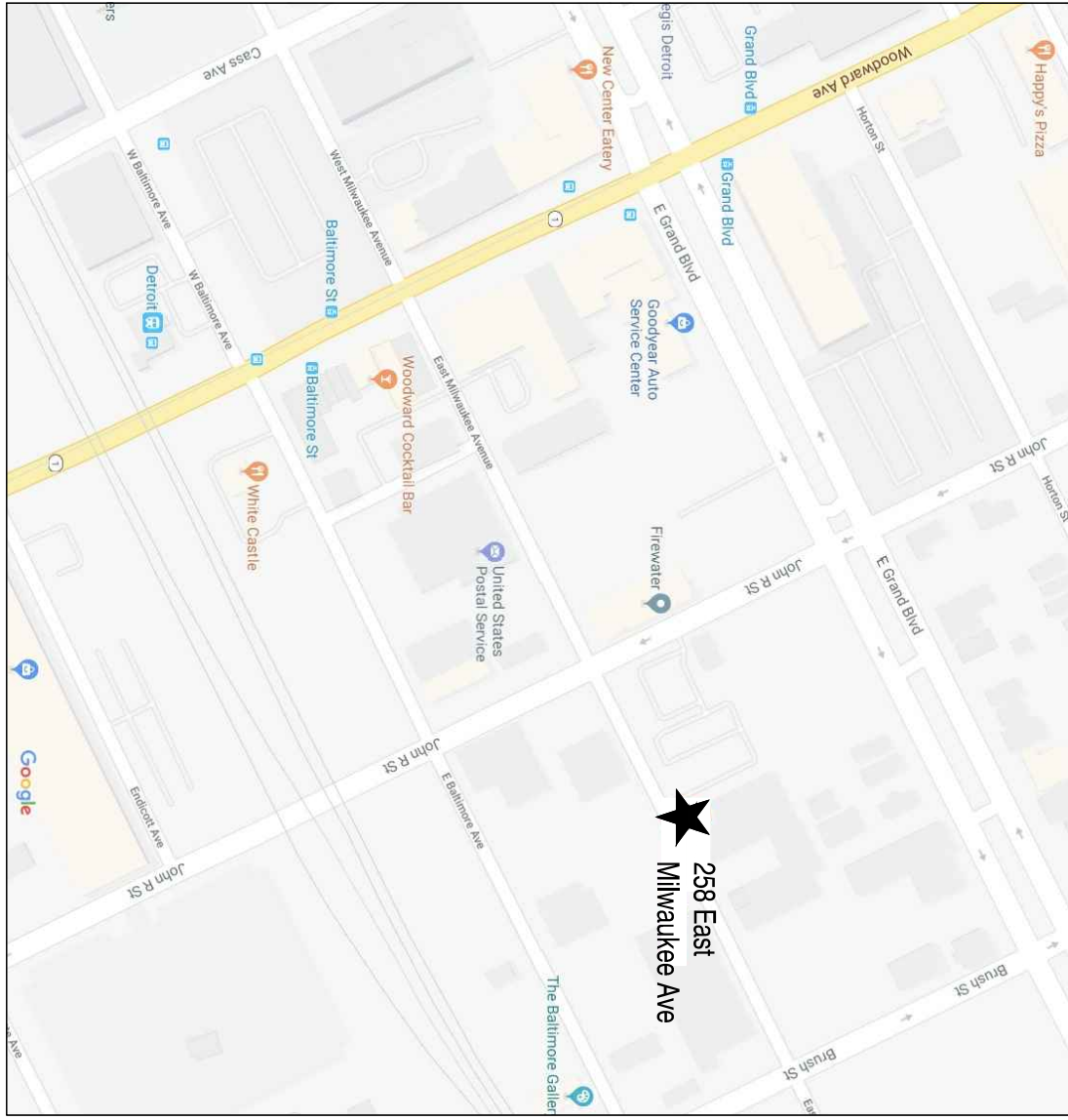
Attachments

- ¶ Satellite Map
- ¶ ALTA Survey
- ¶ Lot Combination Documentation
- ¶ Elizabeth Rademacher Email Re: Lot Combination
- ¶ City of Detroit, Donald Rencher Letter of Support
- ¶ City Council President Pro Tempore Mary Sheffield (District 5) Letter of Support
- ¶ Nativity of Our Lord Church Letter of Support
- ¶ Firewater Bar & Grill II Letter of Support
- ¶ Michigan Coalition for Human Rights Letter of Support
- ¶ Northend Neighbors Letter of Support
- ¶ Our Lady of the Rosary Letter of Support
- ¶ Capuchin Soup Kitchen Letter of Support
- ¶ Community Development Advocates of Detroit Letter of Support
- ¶ Vanguard Community Development Letter of Support

1-Bedroom Apartment Square Footages:
Unit 101 496
Unit 201-401 511
Unit 202-402 543
Unit 203-403 569
Unit 204-404 564
Unit 205-405 564
Unit 206-406 564
Unit 207-407 543
Unit 208-408 543

Total # Apartments 25
Avg. Apt. S.F. 548

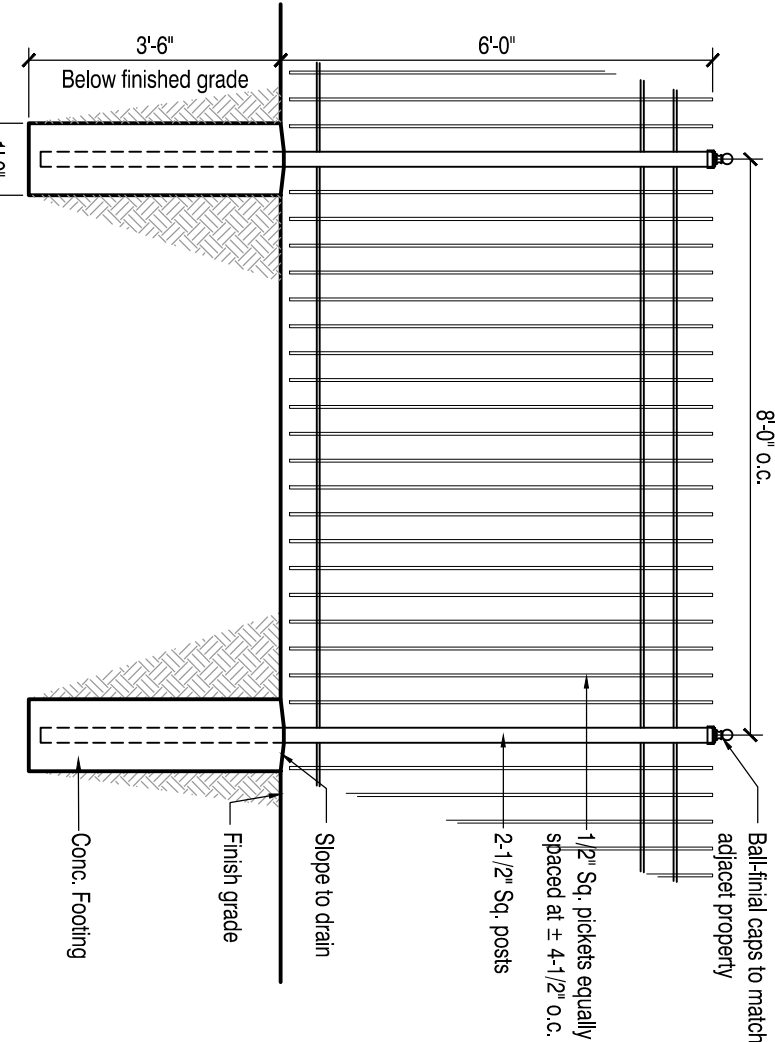
Reference Ordinance:	City of Detroit, Zoning Ordinance February 6, 2018
Zoning District:	SD-2
Total Lot Area:	15,000 s.f.
Building Area:	5,660 s.f. First Floor 5,775 s.f. per floor Second-Fourth Floor 5,775 s.f. per floor
Total Building Area:	22,975 s.f.
F.A.R.	Max = N/A
Building Height:	60'-0" max.
Residential Parking Required:	75 per dwelling unit < 1/2 mile to rapid transit 75 x 25
Commercial Parking Required:	> 3,000 s.f., Not Required
Total Parking:	19 + 2 = 21 provided
ADA Parking Required:	1 van accessible
ADA Parking Provided:	1 van accessible
Total Landscaping Required:	None required if under 25 total parking spaces
Surface Parking Area:	9,041 square feet +/-
Loading Zone Requirement:	12'-0" x 35'-0" required and provided
RSR Requirement:	N/A with mixed-use



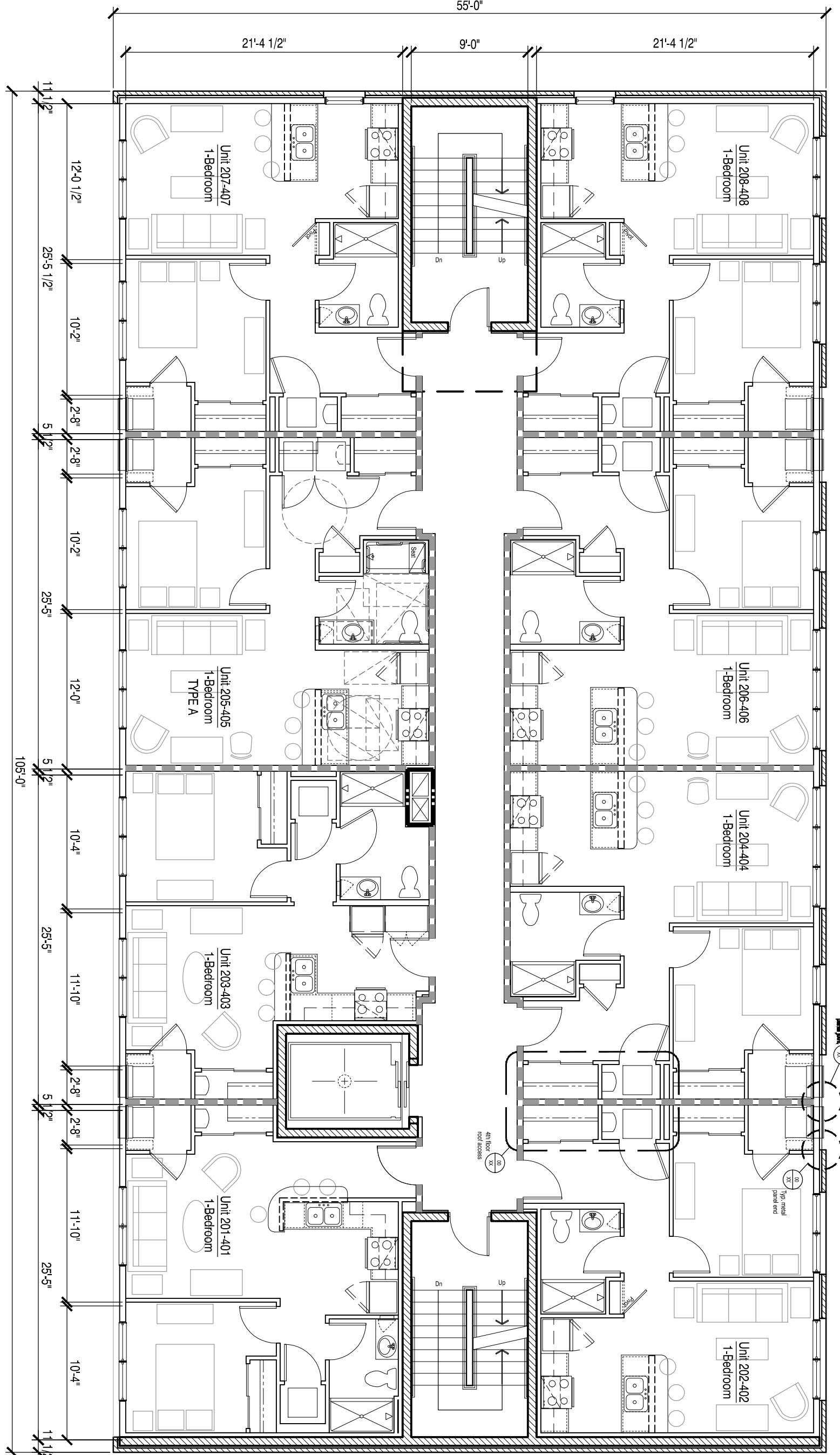
6 Location Map
Scale: N.T.S.



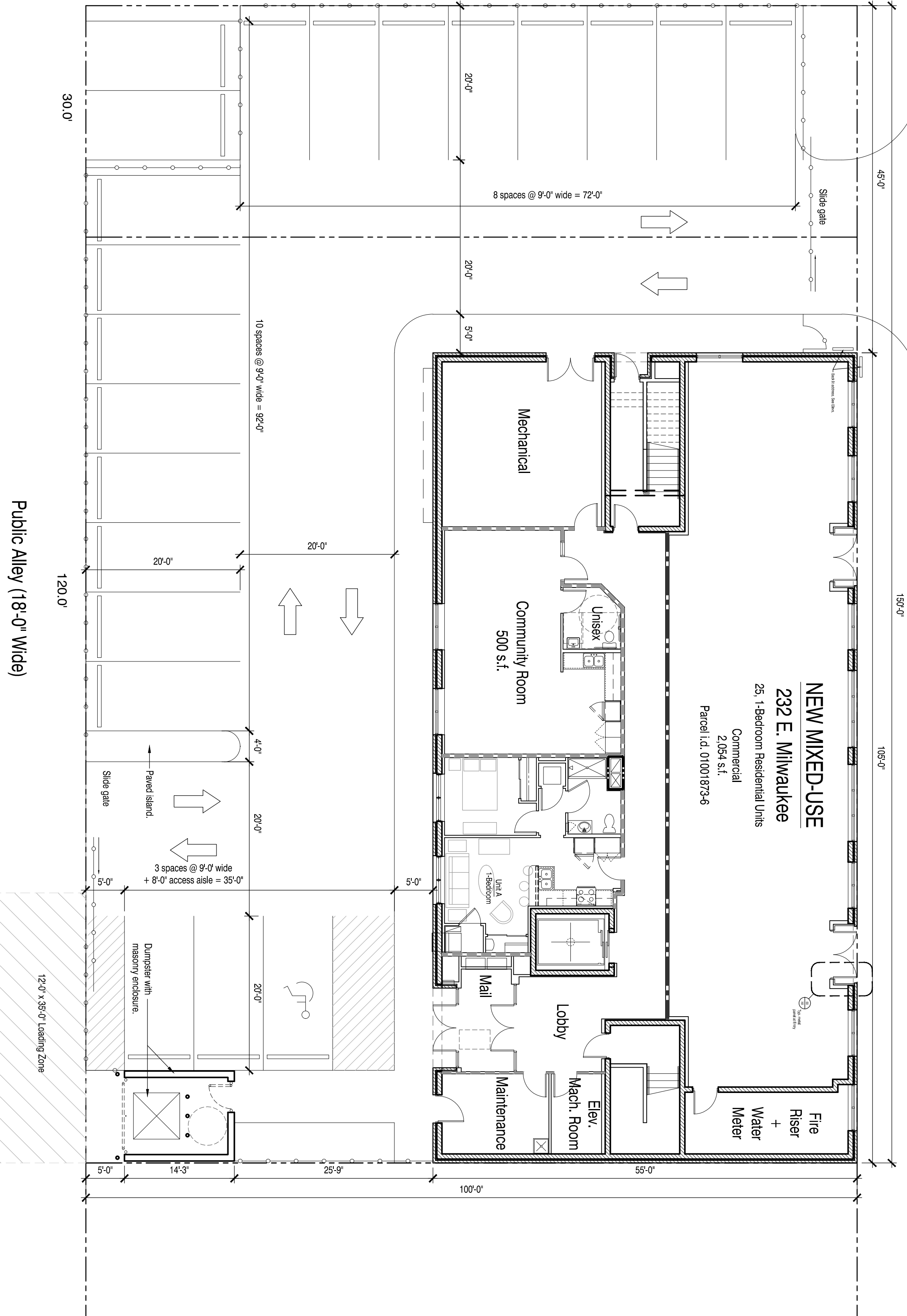
5 Elev. at Ornamental Metal Picket Fence
Scale: 3/8" = 1'-0"



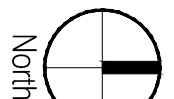
Milwaukee



2 PROPOSED Second thru Fourth Floor Plans
Scale: 1/8" = 1'-0"

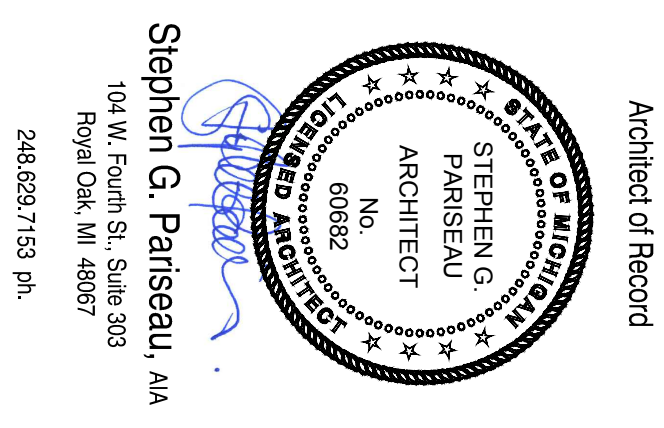


1 PROPOSED Site & First Floor Plan
Scale: 1" = 10'-0"



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Owner
Detroit Catholic Pastoral Alliance
9200 Grand
Detroit, MI 48213
Project
232 E. Milwaukee
Mixed-Use Development
Detroit, MI 48202

1" = 1'-0"	1/2" = 1'-0"	1/8" = 1'-0"
3'	3'6" = 4'-0"	0
1'-0" = 1'-0"	3/8" = 1'-0"	1/4" = 1'-0"
Issued For:	Date:	
Owner Review	07.26.2016	
Owner Review	02.21.2018	
Site Plan Review - Revised	03.05.2018	
Site Plan Review - Revised	03.06.2018	
Site Plan Review - Revised	03.22.2018	
Site Plan Review - Revised	01.31.2019	
Site Plan Review - Revised	02.05.2019	
Owner Review	02.26.2019	
Owner Review	07.13.2019	
Owner Review	08.01.2019	
Owner Review	08.29.2019	
Owner Review	09.04.2019	

Drawing Title
PROPOSED
Site Plan, Floor Plans
Exterior Elevation,
Zoning Summary

2019.2.24
Project No. _____
JMH / SGP
Drawn By _____
Scale _____
Checked By _____
SD-1
Drawing No. _____

Milwaukee Junction

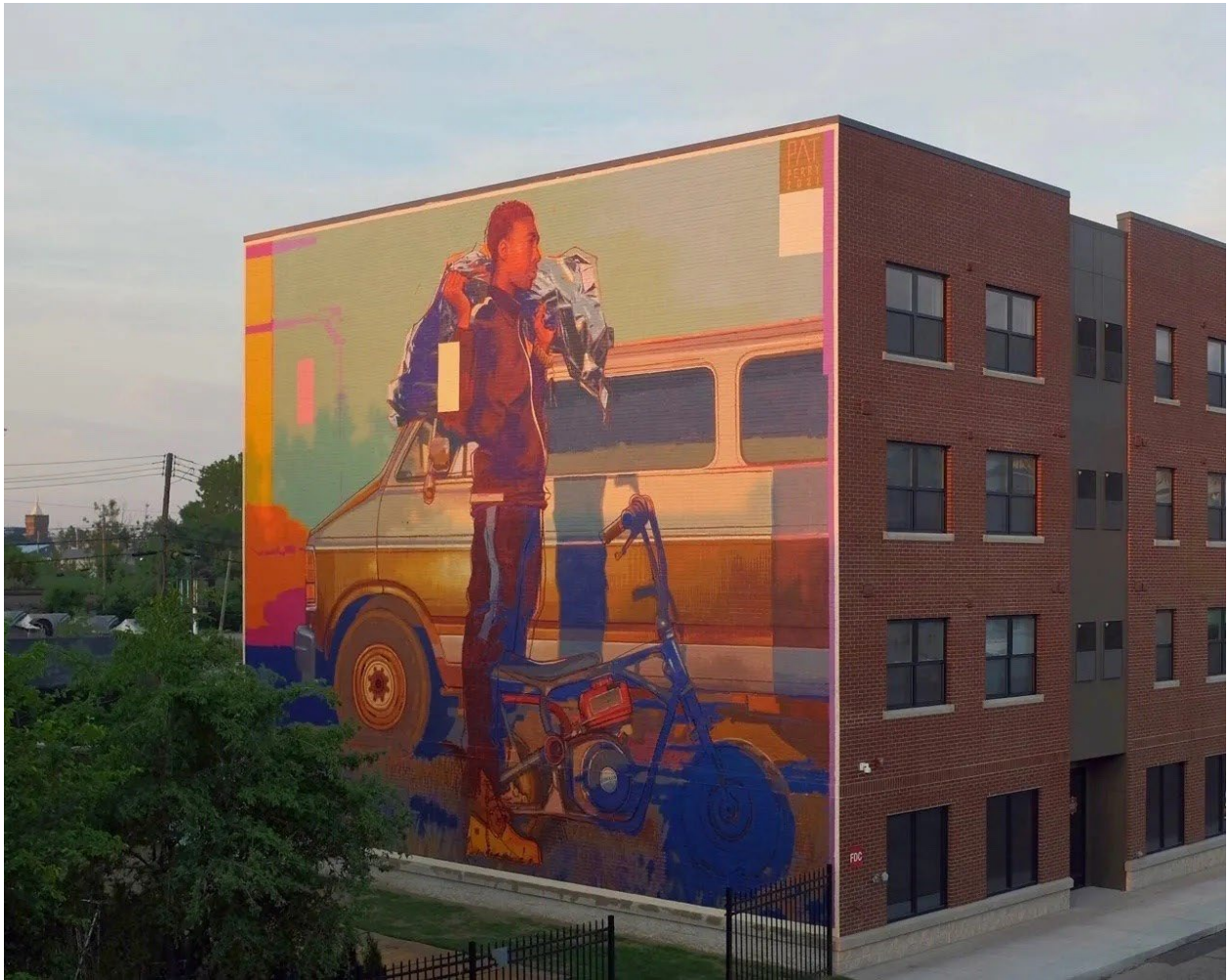








Exhibit 1: Project Narrative

MHT Housing, Inc. and The Detroit Catholic Pastoral Alliance (DCPA) are partnering to develop the “Gratiot Central Commons” project located at 9100 Gratiot Avenue on the eastside of Detroit. The project will be a new construction mixed-use building with forty-five (45) units of affordable and market rate housing and 12,237 square feet of white-box commercial space. The Gratiot Central Commons project will be constructed on (11) individual contiguous properties that will be combined. MHT Housing, Inc. is a nonprofit with twenty-five (25) years of affordable housing experience in the State of Michigan. DCPA is a nonprofit 501(c)(3) CHDO that has been implementing a comprehensive housing development, commercial development, neighborhood beautification, and community organizing program for nineteen (19) years in the Gratiot Woods Community, where the Gratiot Central Commons project is located. DCPA will have 51% general partnership ownership, and MHT Housing will have 49% general partnership ownership.

The project has received the following approvals from the City of Detroit:

- 1) Final Site Plan Approval on February 13, 2015.
- 2) Final Zoning Approval on March 31, 2015.
- 3) PILOT approval on March 24, 2015 and amendment approval on February 9, 2016.
- 4) Neighborhood Revitalization Support Letter on March 24, 2016.

Gratiot Central Commons will be a four-story building with a total of twenty-four (24) three-bedroom, fifteen (15) two-bedroom, and six (6) one-bedroom residential apartments on the second, third and fourth floors. Twenty-three (23) units will be leased to households at or below 40% AMI; thirteen (13) units will be leased to households at or below 60% AMI; and nine (9) units will not be income restricted. At least four (4) units will be reserved for families with children. Rental rates for the project are consistent with the Market Study recommendations dated March 4, 2016.

The first floor will house administrative offices, a large community room for resident gatherings and events, and a rubber matted playroom for resident children. It will also include the main stairway, elevator, lobby, mailroom, laundry room, mechanical room, and storage space. The site will also include a community tot-lot and green space for residents.

The Gratiot Central Commons project is a Transit-Oriented Development that will be located on Gratiot Avenue, a major transit corridor connecting Downtown Detroit with the neighboring suburbs. Specifically, the site will be located near the Gratiot/I-94/Harper intersection which is a major transit hub that is one of the most well served by public transportation in the City of Detroit and metropolitan area due to its proximity to six (6) major DDOT and SMART bus routes. Gratiot Avenue is also one of four major corridors being planned for a new Bus Rapid Transit (BRT) system by the new Southeast Michigan Regional Transit Authority. The RTA is planning a BRT Station on Gratiot at McClellan, within one block of the project site. In the near future, this will enable the project’s residents to be served by an additional transit option that will provide the capacity and efficiency of light rail with the flexibility, cost effectiveness, and simplicity of a bus system.

The Gratiot Central Commons project is a vital component of a comprehensive revitalization strategy for the Gratiot Woods Community and the Gratiot corridor being implemented by DCPA. Overall, the project is the fourth phase of the Gratiot Avenue Redevelopment Initiative (GARI) project that will result in the development of (11) mixed-use buildings producing approximately (285) residential units and 70,000 SF of commercial space on Gratiot Avenue. Through the GARI, DCPA has thus far invested \$6.2 million by rehabilitating three existing buildings and constructing one new building within a four block area south of Gratiot/I-94. These

four properties are now vibrant mixed-use facilities providing housing for seventeen (17) mixed-income families and 21,000 square feet of commercial space occupied by eight (8) businesses.

Financing for Gratiot Central Commons will be provided by the MSHDA 9% Low Income Housing Tax Credit Program, a conventional mortgage, and developer equity.

Based on projects recently completed by MHT Housing, Inc. and DCPA, it is estimated that Gratiot Central Commons will provide at least two (2) permanent jobs and fifty (50) temporary jobs.

Attached are a list of Development Team Members and Support Letters.

Mr. Gary Offenbacher

Continental Management, LLC
32600 Telegraph Road, Suite 201
Bingham Farms, MI 48025
Phone: (248) 731-7810
Email: goffenbacher@continentalmgt.com

General Contractor

Mr. Chad Joseph
Continental Construction Management
32600 Telegraph Road
Bingham Farms, MI 48025
Phone: (248) 833-0550
Email: cjoseph@mhthousing.net

Architect

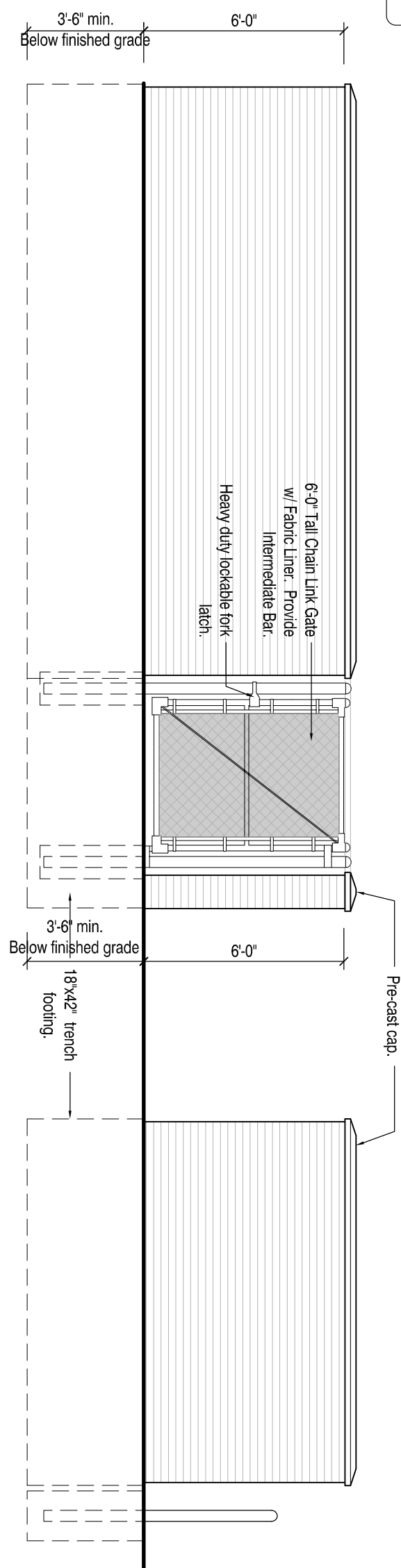
Mr. Steven Pariseau
Shelter Design Studio, LLC
104 W. Fourth Street, Suite 303
Royal Oak, MI 48067
Phone: (248) 629-7153
Email: spariseau@shelterstudiollc.com

Attorney

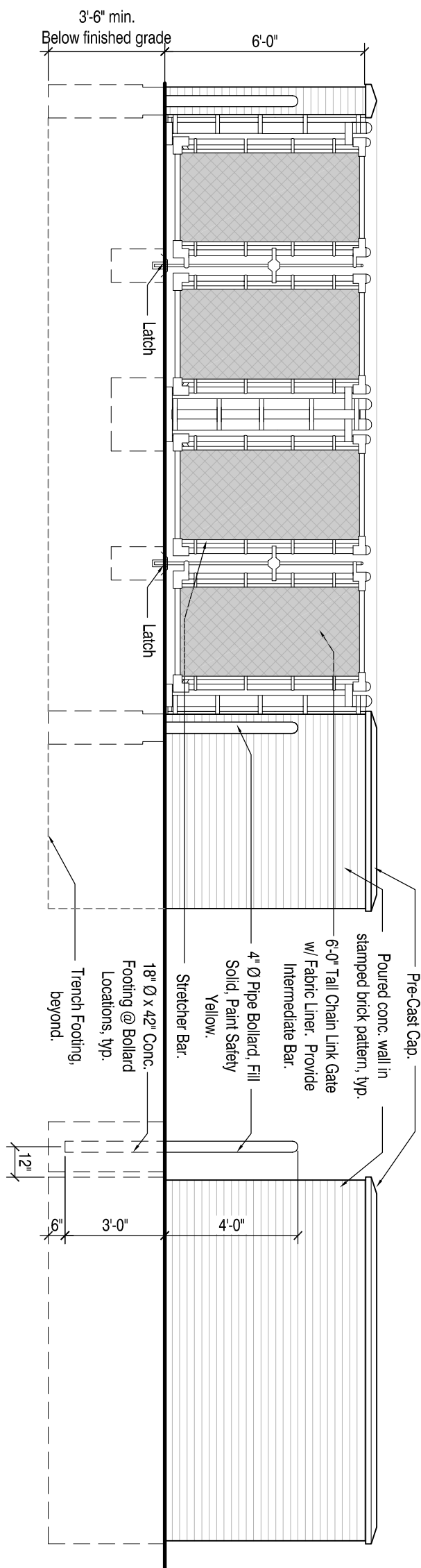
Mr. Joseph Kopietz
Clark Hill PLC
500 Woodward, Suite 3500
Detroit, MI 48226
Phone: (313) 965-8815
Email: jkopietz@clarkhill.com

Accountant

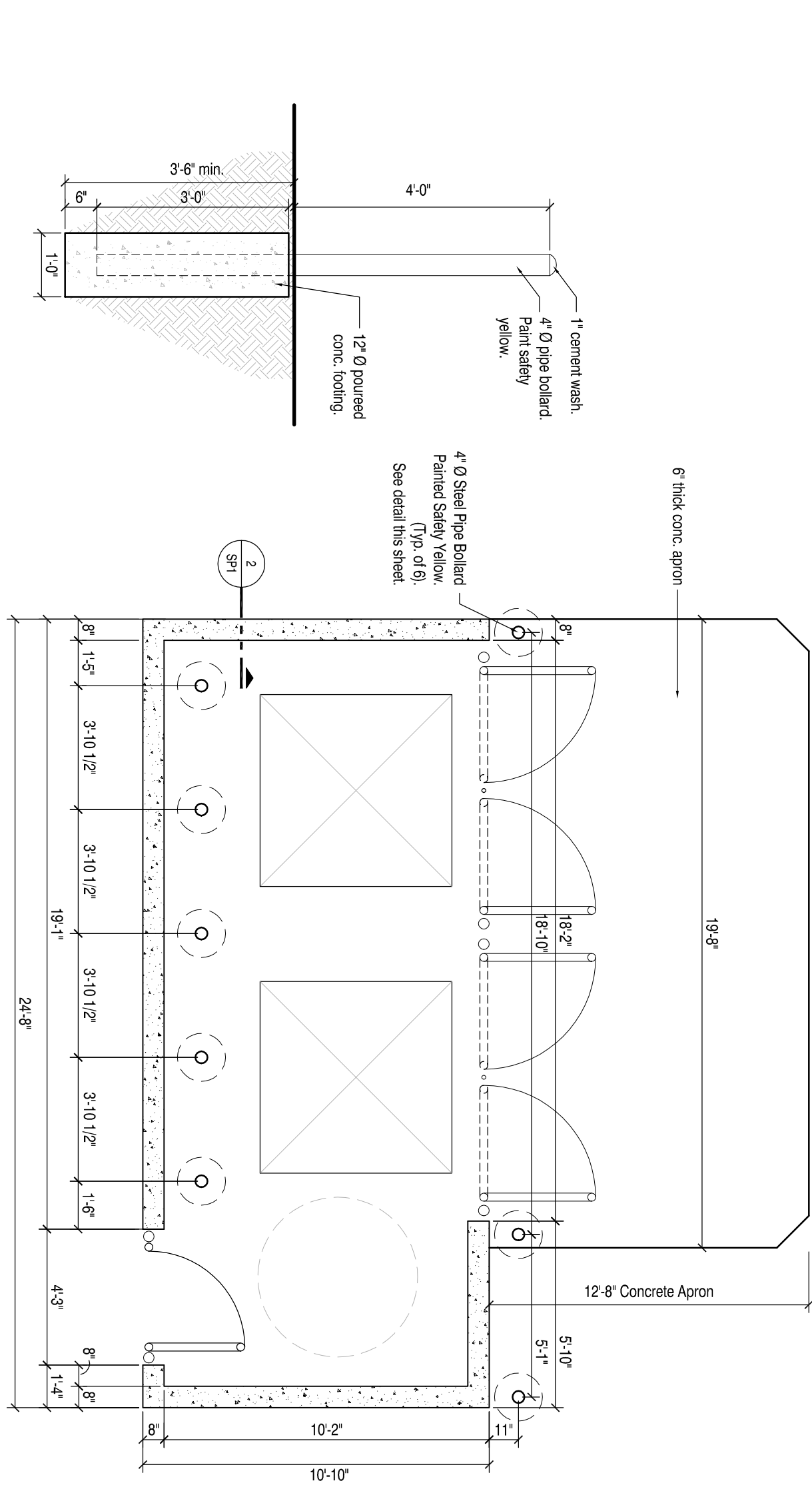
Mr. Steven R. Champa
Kirschner, Hutton, Perlin P.C.
26913 Northwestern Highway, Suite 510
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Phone: (248) 356-3880
Email: schampa@khppc.com



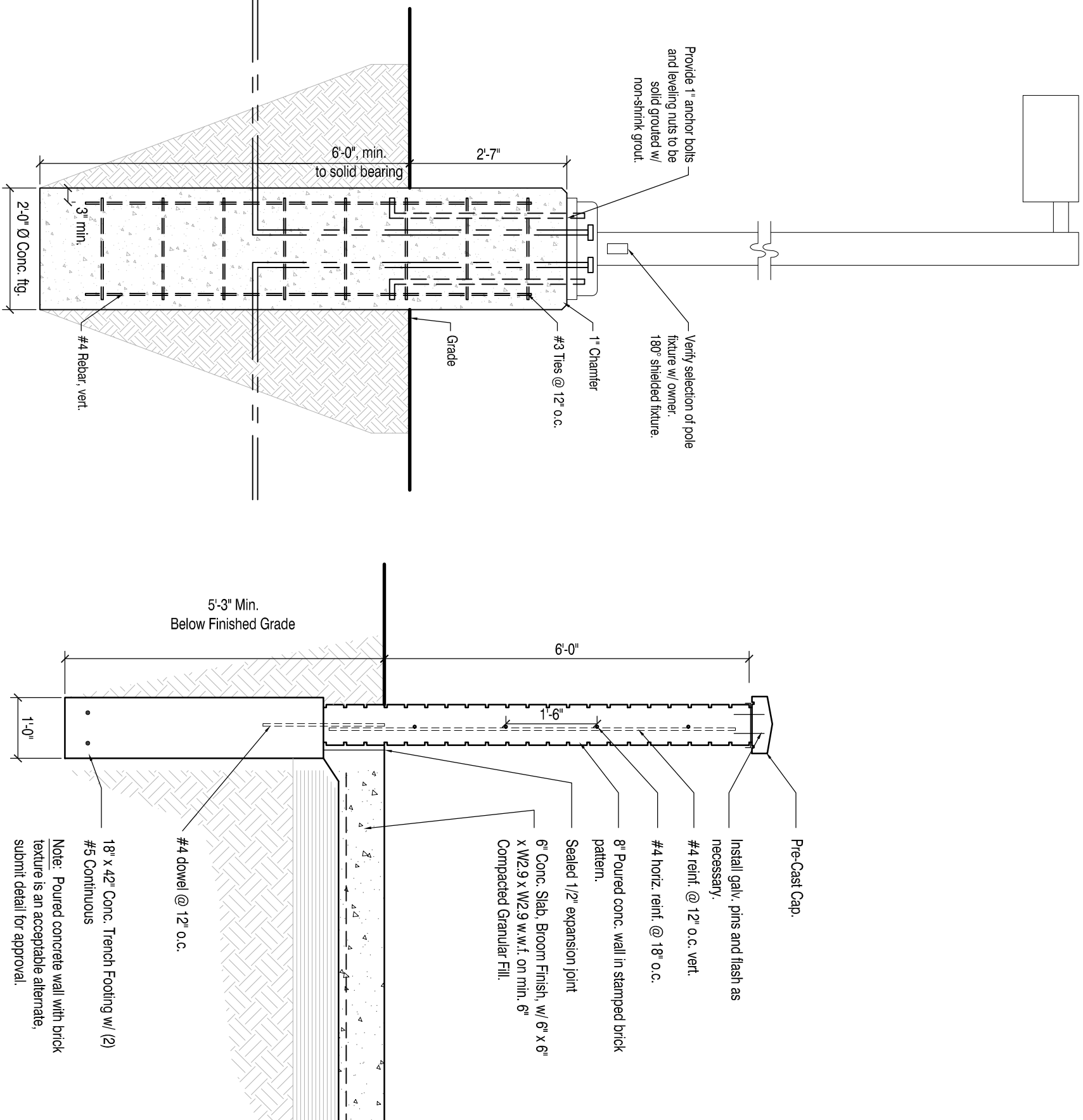
Elevation @ Dumpster Enclosure



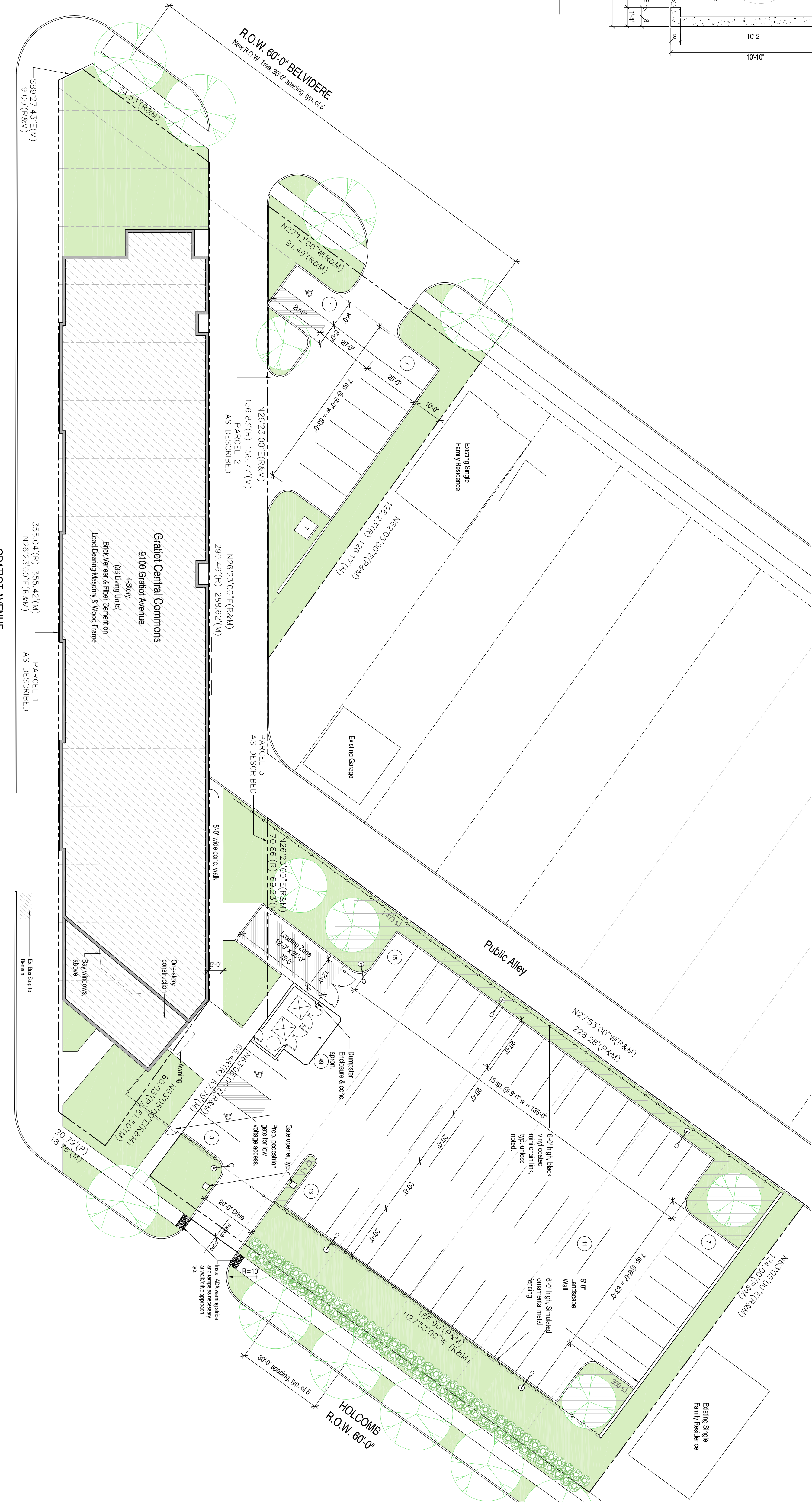
7 Elevation @ Dumpster Enclosure



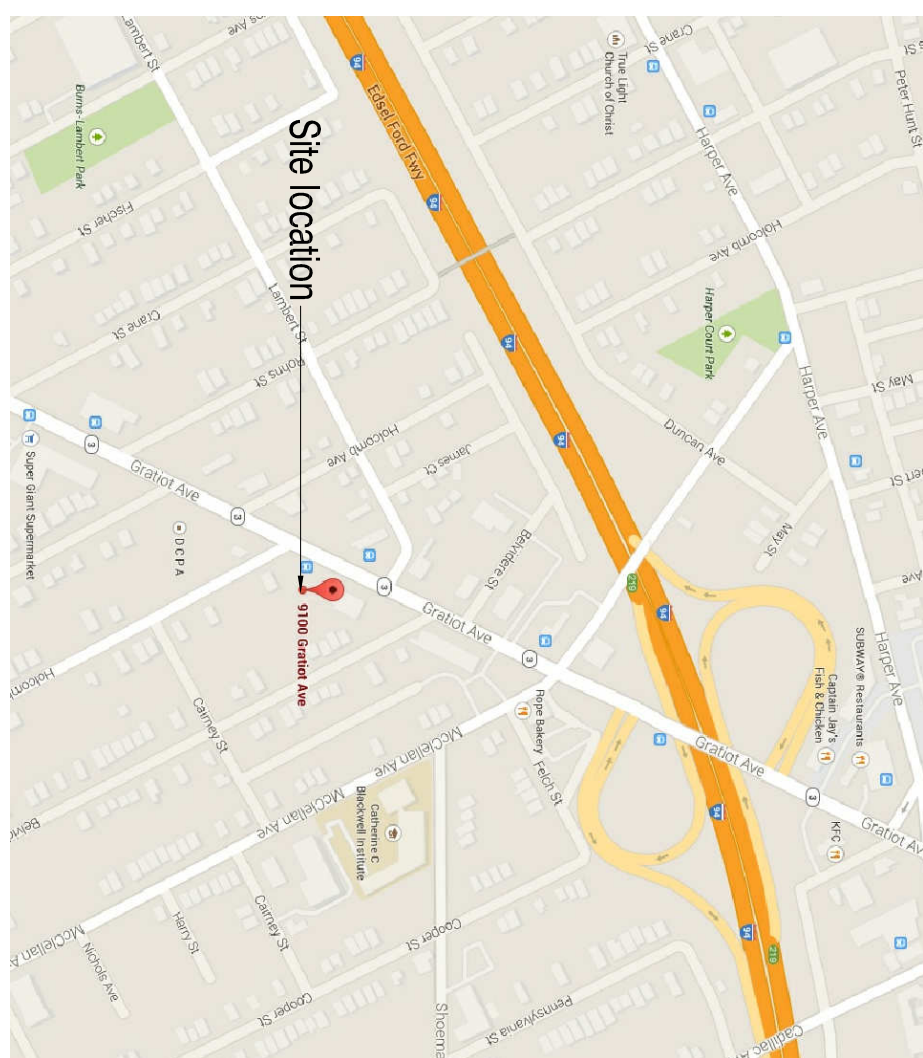
Plan at Trash Dumpster Enclosure



Section Thru Dumpster Enclosure



Architectural Site Plan



2 Location Map

Parking & Landscape Requirements:		Reference Ordinance	
Zoning District:	City of Detroit, Zoning Ordinance December 21, 2013		
Total Lot Area:	B-4, R-2		
PARCEL 1: R4	17,530 Square Feet = 0.402 Acres		
PARCEL 2: R2	5,771 Square Feet = 0.132 Acres		
PARCEL 3: R2	24,358 Square Feet = 0.558 Acres		
Total Lot Area:	47,659 Square Feet = 1.092 Acres		
Building Area:	First Floor: 13,794 S.F. Second-Third Floor: 12,675 S.F. per floor		
Total Building Area:	51,693 S.F.		
F.A.R.	Max = 2.0 Proposed = 2.16		
Proposed Building Height:	45'-0" +/- 1.25 per dwelling unit		
Residential Parking Required:	1.25 x 36 = 45		
Total Parking Required:	45 spaces		
Total Parking Provided:	57 spaces		
ADA Parking Provided:	2 car accessible / 1 van accessible		
Total Landscaping Required:	18 square feet per surface parking space x 61 = 1,098 s.f.		
Total Landscaping Provided:	1,900 +/- s.f. provided		
Surface Parking Area:	20,038 square feet +/-		
Development Unit Mix:			
1 Bedroom Apartments	14		
2 Bedroom Apartments	22		
Total # Apartments	36		
Zeroing Zone Requirement:	12'-0" x 35'-0", required and provided		

PROPERTY DESCRIPTION:	LAND SITUATED IN THE CITY OF DETROIT, COUNTY OF WAYNE, STATE OF MICHIGAN IS DESCRIBED AS FOLLOWS:
PARCEL 1:	
LOT 1, LOT 10, WESTERN GATORT AVENUE SUBDIVISION, AS RECORDED IN LIBER 17, PAGE 79, OF PLATS, WAYNE COUNTY RECORDS.	
PARCEL 2:	
LOT 1, LOT 10, WESTERN GATORT AVENUE SUBDIVISION, AS RECORDED IN LIBER 18, PAGE 84 OF PLATS, WAYNE COUNTY RECORDS.	
PARCEL 3:	
LOT 1, LOT 10, WESTERN GATORT AVENUE SUBDIVISION, AS RECORDED IN LIBER 17, PAGE 79, OF PLATS, WAYNE COUNTY RECORDS.	
COMMONLY KNOWN AS: 910 GATORT DETROIT, MI 48213	
TAX PARCEL ID: WARD 19, ITENS: 0661-1689	
COMMONLY KNOWN AS: 9146 GATORT	
TAX PARCEL ID: WARD 19, ITENS: 00167-69	
PARCEL 2:	
LOTS 16-16, JOSEPH S. VIGERS'S GATORT AVENUE SUBDIVISION, AS RECORDED IN LIBER 18, PAGE 84 OF PLATS, WAYNE COUNTY RECORDS.	
COMMONLY KNOWN AS: 5865 AND 5879 BELVIDERE	
TAX PARCEL ID: WARD 19, ITENS: 00724-7725	
PARCEL 3:	
LOTS 6-11, JOHN W. FOX'S SUBDIVISION, AS RECORDED IN LIBER 17, PAGE 79, OF PLATS, WAYNE COUNTY RECORDS.	
COMMONLY KNOWN AS: 5956, 5956, 5950, 5946, 5940, 5934, AND 5928 HOLCOMB	
TAX PARCEL ID: WARD 19, ITENS: 00681-00686, 002L	









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Tab 5 – Resident and Community Partnership

- a. Describe how the team has communicated consistently to residents or community stakeholders and offered them opportunities to engage in past projects.

MHT has 30+ years of experience of communicating with communities and residents that are similarly situated to the Detroit Housing Commission and The Villages at Parkside. It is important that any redevelopment effort not only take into account the existing residents' needs, but also the community and make sure there are plenty of opportunities for them to engage in the project. MHT prides itself on making sure the entire planned redevelopment will be fully thought through the end use with the residents being the focal point. Community Engagement is a standard practice at MHT.

MHT recognizes the Friends of Parkside is a very active group in the Parkside community. As such they will have a wealth of knowledge and understanding of the property. MHT will communicate with this group regularly to tap into the knowledge and solicit input. MHT would like for this organization to have a role in the communication and development process with the residents, community, and DHC.

Here are the various ways that MHT has communicated in past projects:

- ② Development - Prior to repositioning a property, the Development team schedules a pre-development meeting with the residents where all residents are invited to hear about the proposed rehab and gather their feedback. This is always taken into consideration when making development decisions. For example, some community feedback has led to community gardens, gazebo's, different lighting, dog parks, furniture changes, cabinetry upgrades, and food pantries. The Development Team understands that rehabs are not one size fits all. Each property is unique, and they make sure to get a clear picture of how they can best upgrade the homes of the residents and meet their needs.
- ② Construction- Prior to construction start, the construction team does a "Unit Matrix" where they walk through every single unit of the property. This allows them to take inventory of the unit condition whilst having one on one time with the residents to get their feedback and express any concerns.
- ② Management – MHT Management has an open-door policy and receives any/all feedback from residents and directly reports this to ownership. The feedback is used in decision making for the property and the regional and management staff are consulted



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prior to making changes to the property so that they can share any resident concerns and advocate for them. In addition, MHTM has a Resident Relations Department that logs and keeps track of feedback and any resident concerns.

- ⑦ Community Stakeholders- We are very involved within the community. All appropriate community meetings are attended when beginning a rehab/new construction and the development team always works directly with the municipality so that there is support and understanding as the development moves forward.
- b. Provide a commitment to hold regular meetings with DHC staff throughout all development phases
MHT commits to hold regular meetings with DHC staff throughout all development phases. In addition, MHT will provide constant communication and updates as the development progresses. In past projects, we have found that it works great when there is a main point of contact to reach out to field all feedback and updates.
- c. Provide a commitment to hold resident events and have resident input on the physical design of the redevelopment
MHT commits to hold resident events and have resident input on the physical design of the redevelopment. Since this is a common standard business practice at MHT, MHT understands that including residents as active members of the Development Team will lead to a smoother process and a planned outcome. We understand, through the process, we must build credibility and the community's trust. In many aspects, residents have the most at stake, their lives, their homes, their neighborhood. The MHT's process involves earning their trust, through listening, engaging in mutual problem solving and showing respect. The process introduces the resident leaders (champions) and offers residents opportunities to play important roles and increases ownership of the agreed upon changes within the community. The community will be involved in the very early stages. Their input will help shape the vision of the project, help us to understand the community needs as well as build support for the overall development.
- d. Explain method of communication with residents and how we will received and process input
MHT will be distributing flyers and posting community feedback session meetings which will allow for open dialogue of the following areas:
 - ⑦ Vision – engaging the community in an overview of the vision (pre-project development) allows for shared and supported activity.



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- The project vision will respond to the resources and needs of the community. To accomplish this, MHT will work to understand the community (the history, demographics, socio-economics, and culture.) Additionally, we will learn about the environmental challenges, the neighborhood improvements, the business scape.
- Building Design process- this engagement is important with the residents as the project will have a significant physical impact in the community. It gives the residents and community a chance to be heard and listened to on what they feel the development needs.
- Activate Detroit- MHT will work with Activate Detroit, who has a strong Detroit presence working with low-income communities.
 - Activate Detroit is a consulting group with a heart for the City of Detroit and they are a strategic partner who advocates for their clients and the communities and impact Detroit through trust, relationships, and innovative thinking. Their expert areas of service are Community Engagement, Government Relations and Access, Economic Development and Land Use Planning, Corporate Social Responsibility and Value Propositions. MHT and Activate Detroit will work together along with the DHC to ensure that all community stakeholders and residents of property are listened to and involved in the process. Through this process, MHT, Activate Detroit and the DHC will engender a sense of community ownership, pride and stewardship of the project.
- Constant Communication
 - The resident and community meetings will continue through the process of keeping all informed and included. There will be a schedule of events and communications (milestones and events). Methods of communication will include: newsletters, surveys, focus groups, roundtable discussions, town hall meetings, informational open houses, social media formats. Recording and closing the feedback loop will allow us to see consensus and where there is a disagreement we will work to come to an agreement.

Finally, MHT will be consistently updating and keeping DHC apprised of all feedback and comments throughout the process.



28 W. Adams Street
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Suite 1300
Detroit, Michigan 48226

T. 313.334.3488
www.thomasgroupconsulting.com

Buzz Thomas

Buzz Thomas knows how to build winning relationships and break down barriers. Having spent 14 years in Michigan Legislature, Buzz has been recognized by his peers as a leader, serving as the Democratic Floor leader in the Michigan Senate and the Democratic Leader in the Michigan House of Representatives. He served as Co-Chairman o

While serving The City in Lansing, he honed his expertise in the areas of healthcare, education reform, business development incentives and arts and culture. His legislative focus led to the creation of rigorous academic standards for Michigan schools as well as the creation of tax incentive laws that helped spur development in Detroit.

Having earned the

ons to become the best versions of themselves.

Buzz serves on the boards of over a half-dozen organizations including The Detroit Institute of Art, The Karmanos Cancer Center of Detroit, Habitat for Humanity of Detroit, The Belle Isle Conservancy, New Urban Learning Schools of Detroit, The Michigan Association of Public School Academies, Democrats For Education Reform and the Gerald R. Ford Presidential Foundation.

A native Detroiter, Buzz is a graduate of the University of Pennsylvania and holds lifetime memberships in both the Alpha Phi Alpha and Sigma Pi Phi fraternities.

Terence Thomas

Terence Thomas knows how to create thriving regional business and community relationships. With more than a dozen years in government and corporate affairs advocating on the behalf of the largest healthcare and business organizations in Michigan, Terence accomplished far more than creating tens of millions of dollars in value for the organization, he spearheaded the development of deep community advocacy and engagement that their boards - and those affected communities -

with Miller Canfield where he worked commercial litigation, intellectual property - including ecommerce and internet law, and emerging business development in Detroit.

Terence transforms corporate advocacy from taking reactive positions to value-added proactive ones - with an unwavering focus on business ethics. Using the model he defined both at St. John Providence Health System and Ascension Health where he increased community involvement by 50x and community outreach by 10x, respectively. Terence is constantly seeking out ways to create community and corporate buy-in to legislative, corporate and community initiatives for his clients.

rest on his laurels, in 2019 Terence campaigned and was elected to a City Council seat in Grosse Pointe, Michigan - a historical first for that region.

Terence serves on the boards of The Helm, Loyola High School, Mainstreet Grosse Pointe and Grosse Pointe Pension Board.

A son of Detroit, Terence holds a Bachelor of Science degree from Albion College and a Juris Doctor degree from the University of Wisconsin, Madison.

Clarence Gayles

Clarence Gayles believes in the power of community engagement and advocacy. With nearly two decades of

organizers, and national organizations.

Clarence amplifies messages that have previously gone unheard. He has managed political campaigns at local, statewide and national levels including the 2015 Proposition 1 Road-Tax Proposal. His work on the campaigns of Barack Obama, several state legislative races, the Democratic Coordinated Campaign as well as advocacy organizations have carved out his

-the-

funding for early childhood education, increased rates for foster care providers demonstrates his ability to position

m services are now benefiting

the citizens of Michigan.

George Etheridge

George Etheridge knows public policy and municipality governance. George is a lifelong Detroit resident, born, raised and educated in the Detroit Public School system. He brings over 24 years of legislative experience having served

as a Legislative Page for the United States Senate, Youth Ambassador to Israel, Palestine, and Jordan on behalf of the United States, Congressional staffer to the Honorable U.S. Senator Carl Levin, and the Honorable U.S. Congressman John Conyers, Jr.

He began his career with the City of Detroit in 2005 as the Legislative Director for Councilwoman Barbara-Rose Collins. Since 2009 he has served in the public sector as a City Planner, Policy Analyst for the Detroit City Council and City Planning Commission specializing in land use, zoning, and economic development. He has facilitated the passage of over 60 pieces of legislation within the City of Detroit ranging from map amendments to key policies issues. He has also successfully served as an independent consultant on zoning matters in Southfield, Michigan.

On a daily basis he engages in advocacy planning ensuring that the decisions made by local government protect

Development Policy, Manger is to ensure that every community in the great state of Michigan is a community of opportunity.

Bridgette Motley

Bridgette Motley specializes in organization and knows how to get tough done.

includes strategic planning, product and project management, brand development, process excellence and organizational effectiveness for both consumer and B2B professional sectors. Prior to her current role, she supported a community non-profit dedicated to competitive chess for scholastic and community participants in Metro Detroit.

Bridgette served as the Director of Product Development and Product Management for KellyOCG, an outsourcing and consulting firm focused on staffing and recruitment with global headquarters in Troy, MI. Her 25-year career includes roles as Product Engineering & Packaging Scientist, Procurement Manager, Global Product Franchise Manager, and Director of Global Trademarks for companies including 3M, M&M/Mars and Johnson & Johnson Consumer Products Company. In her roles, Bridgette worked on numerous projects bringing new products to launch and managing large scale capit

brands including Post-It®, Snickers®, Milky Way®, Starburst®, REACH® Toothbrushes, K-Y®, Stayfree® and Monistat®.

Bridgette holds B.S. and M.S. degrees in Packaging from Michigan State University. Bridgette also obtained a Green Belt certification in Process Excellence and a certification in New Product Development (NPDP). Bridgette is also a Parliamentary Procedure practitioner and holds a membership in the National Association of Parliamentarians.

In addition to her professional success, Bridgette has a strong presence in the Detroit area community, serving in various leadership roles in non-profit organizations. She has held leadership roles in Alpha Kappa Alpha Sorority, Inc. (30+yr member), Jack and Jill of America, Inc. Detroit Chapter, National Society of Black Engineers, Product Development Management Association and the Detroit City Chess Club. Bridgette was the Regional lead for all conference planning execution for the Mid-Western Region of Jack and Jill of America, Inc. Bridgette is currently on the Board of Directors for Detroit City Chess Club/Young Detroit Thinkers, a 501c3 with a mission to provide year-round services that enable Metro

Detroit youth to excel academically by developing focus, discipline, creative thinking, special reasoning, character and strategic planning through education, arts, language, fitness and leadership programs and through the game of chess. Bridgette has managed operations for local, regional and national chess tournaments for the more than 10 years and was instrumental in the success of dozens of local youth winning many awards including four national championships.



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Tab 6 – Section 3 and Diversity

Describe prior experience providing employment and contracting opportunities with DBE/MBE/WBE firms

MHT Housing along with its affiliates, MHT Construction have completed many projects falling under Section 3 and D/M/WBE regulations. Although MHT is not a Section 3 company, nearly 90% of the projects we have completed have Section 3, EEO, W/D/MBE, and/or Davis Bacon goals and requirements. We have consistently met or exceeded those goals time and time again and have never been cited or fined for failure to do so in over 30 years of operation. Below is a partial list of projects undertaken that require compliance with these regulations and clearly demonstrate our familiarity and success complying.

Pablo Davis Apartments, Detroit, MI

Kem-Tec & Associates (Architect)

2018

Rehabilitation

of Units: 80

Cost of Project: \$3,655,206

Timeline: 12 Months

Funding: MSHDA Low Income Housing Tax Credits (Davis Bacon, Section 3, MBE & WBE)

9100 Gratiot Commons, Detroit, MI

Shelter Design Studio LLC (Architect)

2017-2018

New Construction

of Units: 36 & Commercial Space

Cost of Project: \$5,890,000

Timeline: 14 Months

Funding: MSHDA Low Income Housing Tax Credits (Section 3)

Newman Court Apartments, Pontiac, MI

Kem-Tec & Associates (Architect)

2017-2018

Rehabilitation

of Units: 172



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Cost of Project: \$5,242,467

Timeline: 12 Months

Funding: MSHDA Low Income Housing Tax Credits (Section 3, MBE & WBE)

Ambrose Ridge Apartments, Grand Rapids, MI

Kem-Tec & Associates (Architect)

2017

Rehabilitation

of Units: 84

Cost of Project: \$3,530,000

Timeline: 8 Months

Funding: MSHDA Low Income Housing Tax Credits (Section 3, MBE & WBE)

Silver Creek Apartments, Flat Rock, MI

2017

Rehabilitation

of Units: 111

Cost of Project: \$3,992,659

Timeline: 12 Months

Funding: MSHDA Low Income Housing Tax Credits (Section 3, MBE & WBE)

Chase Run Apartments, Mount Pleasant, MI

Kem-Tec & Associates (Architect)

2017

Rehabilitation

of Units: 160

Cost of Project: \$6,195,000

Timeline: 12 Months

Funding: MSHDA Low Income Housing Tax Credits (Section 3, MBE & WBE)

Mill Pond Apartments, Brighton, MI

Kem-Tec & Associates (Architect)

2015

Rehabilitation

of Units: 58

Cost of Project: \$2,564,000

Timeline: 8 Months

Funding: MSHDA Tax Credits / HUD 221(D)4 (Section 3 & Davis Bacon)



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Glendale Buena Vista, Highland Park, MI

Kem-Tec & Associates (Architect)

2014-2015

Rehabilitation

of Units: 93

Cost of Project: \$3,400,000

Timeline: 6 Months

Funding: MSHDA - HOME Funds (Section 3, MBE, WBE, & Davis Bacon)

Hope Senior, Oxford, MI

Kem-Tec & Associates (Architect)

2013-2014

Rehabilitation

#of Units: 50

Cost of Project: \$1,510,000

Timeline: 7 Months

Funding: MSHDA - HOME Funds (Section 3, MBE, WBE, & Davis Bacon)

Park Place, Grand Rapids, MI

Kem-Tec & Associates (Architect)

2013

Rehabilitation

of Units: 165

Cost of Project: \$1,850,000

Timeline: 7 Months

Funding: MSHDA - HOME Funds (Section 3, MBE, WBE, & Davis Bacon)

Vista Villa, Saginaw, MI

Kem-Tec & Associates (Architect)

2012-2013

Rehabilitation

of Units: 100

Cost of Project: \$1,919,900

Timeline: 7 Months

Funding: MSHDA - HOME Funds (Section 3, MBE, WBE, & Davis Bacon)



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University Club Apartments, Detroit, MI

2010

Rehabilitation

of Units: 120

Cost of Project: \$1,800,000

Timeline: 8 Months

Funding: MSHDA - HOME Funds (Section 3, MBE, WBE, & Davis Bacon)

Describe the plan for achieving or exceeding DHC's goals for utilization of Section 3 (construction, services, relocation, management, and maintenance)

MHT Housing and its family of companies is committed to its best efforts to comply with all Section 3 requirements within this RFQ. While MHT is not a Section 3 business, about 90% of its deals require Section 3 regulations be followed. MHT has successfully completed while meeting or exceeding all MBE/WBE requirements on about 50 various Section 3 construction jobs. Further, MHT Housing, Inc has hired a third-party firm as a compliance officer and our internal training ensures full compliance regarding Section 3 and EEO regulations.

MHT and its affiliates endorse and endeavor any and all opportunities to expand its business potential with small, women-owned, minority-owned, and disadvantaged business enterprise by proactively seeking out the business categories. Examples include advertising for job posting and residents in minority new papers such as El Vocera newspaper in Grand Rapids. We also seek to fill job opportunities through Kinexueus, Michigan's job works that typically have a higher percentage of women and other minorities. Our deals require affirmative fair housing plans. These plans include outreach to local authorities who tap minority residents and businesses.

The M-Training Center is open to all who are interested in learning technical skills. Students graduate from the program with not only new skills but a new path to financial security. The M- Training program helps students remove roadblocks and promotes opportunities. The first round of graduates has secured employment. The M-Training Center will provide direct opportunity during Village at Parkside project. The program is expanding in 2023 to include two new centers.



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Describe how teams' composition reflects a broad and diverse range of lived experiences, skills/aptitudes that would enrich the project and resident engagement

The MHT Team is dedicated to the development and preservation of affordable housing. We collectively and individually work to improve the lives of the residents, the health of the communities and sustainability of neighborhoods. MHT developments reach above and beyond an affordable housing norm; the units are considered to be 'state of the art'. Through the development process and management operations the team has incorporated supportive services to enrich the living experience. Development includes engaging residents and community; MHT engages the residents respectfully and encourages their involvement.

The staff at the MHT family of companies is comprised of a team of individuals who are diverse in many ways. We have staff spread out among multiple locations bringing with them a unique perspective of their area and applying new creative solutions to affordable housing here in Michigan. Our dedicated staff of human resource professionals has successfully strived to hire, promote, and maintain a diverse workforce and provides quarterly diversity training. In addition, we ensure a wealth of varying education and experience, from employees who have newly joined the workforce to those who have suitable degrees in their field as well as those who have gained skills and expertise in the field of affordable housing, finance, human resources, legal, education, etc. All of these individuals collaborate to ensure that the residents of the communities in which we serve are not only represented but understood, so they feel supported and engaged.

MHT Housing, Inc. is fully committed to its Equal Employment Opportunity Policy and its ultimate aim to afford a diverse work environment. MHT's Equal Employment Opportunity Statement is as follows:

MHT Housing, Inc. is an equal opportunity employer. The Company strictly prohibits and does not tolerate discrimination against employees, applicants, or any other covered persons because of race, color, religion, sex (including pregnancy), gender (including gender nonconformity), sexual orientation, national origin, age, disability, genetic information, or any other characteristic protected by any applicable federal, state, or local law. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, discipline, compensation, benefits, and termination of employment.



An affordable non-profit housing corporation serving Michigan's housing needs

MHT Housing, Inc. complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act, and all applicable state or local laws. Consistent with those requirements, MHT Housing, Inc. will reasonably accommodate qualified individuals with a disability if such accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship.

DETROIT HOUSING COMMISSION
ECONOMIC OPPORTUNITIES FOR LOW AND
VERY LOW-INCOME PERSONS
With Updated Final Rule
SECTION 3 CLAUSE/REQUIREMENTS

I. OVERVIEW

As an entity that receives funding from HUD, DHC is obligated to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3) as implemented through 24 CFR Part 75 Subpart A: 75.1-75.7; Subpart B: 75.9-75.17; Subpart C: 75.19-75.27; Subpart D: 75.29-75.33. The purpose of Section 3 is to ensure employment and other economic opportunities generated by HUD assistance shall, to the greatest extent feasible, be directed to Low and Very-Low Income Persons, particularly those who are recipients of HUD housing assistance. The complete DHC Section 3 Policy may be obtained by contacting the Detroit Housing Commission's Procurement Department at 1301 E. Jefferson, Detroit, Michigan 48207, Telephone (313) 877-8643.

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

II. MANDATORY SECTION 3 CLAUSE FOR ALL CONTRACTS

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very-low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both

employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

III. Implementation Plan for Compliance with Section 3 Requirements

Contractors shall demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by implementing one of the following:

PHAs will be considered to have complied with Section 3, absent any contrary evidence, if they:

1. Certify that they have followed the prioritization effort in 24 C.F.R. Part 75.9 as stated above; and
2. Meet or exceed the applicable Section 3 Benchmarks.

Safe Harbor Benchmarks, 24 C.F.R. Part 75.13:

"5 in 25" Benchmarks: for projects receiving public housing financial assistance funds compliance is met when the number of hours performed over a year include the following workers:

Section 3 worker labor hours $\geq$ 25% labor hours performed
Total Labor hours *

AND

MUST BE INCLUDED WITHIN THE TOTAL:

Targeted Section 3 worker labor hours $\geq$ 5%
Total Labor hours*

Definitions:

Section 3 Worker: A worker who is currently or when hired fit at least one of the following:

- * The worker's income for previous or annualized calendar year is below the income limit established by HUD
- * The worker is low- or very low-income
- * The worker is a YouthBuild Participant

Section 3 Targeted Worker: A worker who is also:

- * Employed by Section 3 Business Concern
- * Worker who is currently or was when hired by the worker's current employer, as documented within the past 5 years:
- Resident of public housing or Section 8 Recipient
- Resident of other projects for Section 8 managed by the PHA
- YouthBuild Participant

Section 3 Business Concern: A business concern meeting at least one of the following criteria, documented within the past six-month period:

- * 51% or more owned by low- or very low-income persons; or
- * 75% or more labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- * 51% or more owned by current residents of public housing or Section 8 assisted housing.

**DETROIT HOUSING COMMISSION
SECTION 3 COMPLIANCE PLAN
CONTRACTOR'S ACKNOWLEDGMENT AND AGREEMENT**

Name of Company: MHT Construction LLC

Solicitation or File No. H732-The Villages of Parkside Redevelopment

Description of Services or Work. General Contractor, manage electric, plumbing
Cabinetry, Carpentry (Doors, Windows, Roofs, etc.)

Please indicate you firms proposed methodology for compliance with Section 3; you may select one or more methods of compliance.

1. ☒ Contractor's employees total labor hours performed in a fiscal year meet the following benchmark: **(Note, labor hours are both General Contractor and its Subcontractors)**

Section 3 worker labor hours $\geq$ 25%
Total Labor hours *
AND

MUST BE INCLUDED WITHIN THE TOTAL:

Targeted Section 3 worker labor hours $\geq$ 5%
Total Labor hours*

2. ☐ Becoming a Section 3 Certified Business Concern by meeting one of the following requirements:

- Contractor is at least 51 percent owned by low- or very low-income persons;
- Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons.
- Contractor is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.

**THIS IS A REQUIRED DOCUMENT FOR ALL DHC PROCUREMENTS EXCEPT
CONTRACTS FOR SUPPLIES, MATERIALS, AND PROFESSIONAL SERVICES.**

Each bid **must** provide an implementation plan in narrative form that identifies the chosen method of compliance and the supporting evidence for that compliance method. Additional guidance and documents for each method can be found at www.dhcmi.org. or by calling the DHC Procurement Department at 313-877- 8090.

- ☒ Specific Implementation plan is attached. (See attached form for guidance). Additional sheets may be included as necessary) Bids submitted without an implementation plan may be considered non-responsive and may be rejected).



DHC FORM S3-1 SECTION 3 CONTRACTOR COMPLIANCE

Contract/Solicitation Name or Number: H732-The Villages of Parkside Redevelopment

☒ Contractor ☐ Subcontractor Name of Business: MHT Construction LLC

All DHC Contractors for Section 3 covered contracts must submit this form and supporting documentation if required.

Section 3 mandates, that to the greatest extent feasible, training, employment and other economic opportunities generated by HUD funds be directed to low-income residents, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-income persons.

All solicitation responses must provide the following Section 3 Contractor Compliance to outline how they will, to the greatest extent feasible, meet the regulations of Section 3.

Part I: Current Status as a Section 3 Business Concern

☐ We are a Section 3 business concern. Attach DHC Form S3-2: Section 3 Business Certification.

☒ We are not a Section 3 business concern. Attach DHC Form S3-2: Section 3 Business Certification.

Part II: Hiring

☒ We do foresee the need to hire new employees to complete this project. Every effort to ensure 25% of labor hours performed are completed by Section 3 residents. *

☐ We do not foresee the need to hire employees to complete this project.

☐ We elected one of the other four DHC methods of compliance.

* **GC is not self performing work. We anticipate that subcontractors may need to hire and provide efforts required.**

Part III: Subcontracting

☒ We do foresee the need to subcontract to complete this project. Every effort will be made to ensure that 10% or more of the total dollar amount of this contract for building trade contacts, and 3% or more of the total dollar amount of this contract for non-building trade contacts, is awarded to Section 3 business concerns in order of priority. **See comment above regarding Part II: Hiring.**

☐ We do not foresee the need to subcontract in order to complete this project. Should the need arise to subcontract every effort to provide contracting opportunities to Section 3 business concerns in order of priority shall be made to the greatest extent feasible according to the numerical goals.

Part IV: Training

☒ We do foresee the opportunity to provide training over the course of this project consistent with 24 CFR Part 75 in the area of Section 3 residents.

☐ We do not foresee the opportunity for training to during this project. Should the opportunity arise to train, other economic opportunities may be substituted upon DHC approval according to the numerical goals.

Part V: Efforts That Will be Taken to Comply With the Requirements of Section 3

Select every effort to be utilized should the need arise for hiring, training or contracting. Every effort, in order of priority, will be made to the greatest extent feasible.



DHC FORM S3-1 SECTION 3 CONTRACTOR COMPLIANCE

Check all efforts for Section I and Section II. **Note, all efforts are highlighted in yellow below.**

Section I: Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents **

Incorporate into the contract a specific percentage of labor hours to be performed by Section 3 workers to be trained or employed.

Establish training programs.

Advertise the training and employment positions by distributing and posting flyers at DHC sites.

Advertise the training and employment positions through local media, community television networks, newspapers, and radio advertising.

Contact resident councils or other resident organizations to assist in notifying residents of the training and employment positions to be filled.

Sponsor a job information meeting (job fair).

Arrange for a location on site where job applications may be delivered and collected.

Conduct job interviews and complete job applications on site.

Contact HUD Youthbuild programs and request their assistance in recruiting program participants.

Employ a Tenant coordinator.

Maintain a file of eligible qualified Section 3 residents for future employment positions.

Continued job training efforts as may be necessary to ensure the continued employment of S3 residents previously hired for employment opportunities.

Section II: Examples of Efforts to Award Contracts to Section 3 Business Concerns **

Utilize procurement procedures for Section 3 business concerns.

Consider previous experience of Section 3 compliance.

Contact business assistance agencies, minority contractors associations, and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals.

Advertise contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information at DHC sites.

Provide written notice to all known Section 3 business concerns of the contracting opportunities.

Coordinate pre-bid meetings and workshops at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.

Contact agencies administering HUD Youthbuild programs and notifying these agencies of the contracting opportunities.

Advertise the contracting opportunities through trade association papers and newsletter, the local media, community television networks, newspaper of general circulation, and radio advertising.

Develop a list of eligible Section 3 business concerns.

Establish or sponsor programs designed to assist residents of public housing in the creation and development of resident-owned businesses.

The undersigned company official does swear or affirm that the information on this form is true and correct to the best of his/her knowledge and there is no willful intent to mislead or commit fraud.

Signature:

Title:

President

Print Name: J. Van Fox

Date:

11/23/22

** See attached Section 3 Plan - General Contractor



DHC FORM S3-2
SECTION 3 BUSINESS CERTIFICATION

Contract/Solicitation Name or Number: H732 - The Villages at Parkside Redevelopment

☒ Contractor. ☐ Subcontractor Name of Business: MHT Construction LLC

Trade/Type of Service/Work Performed: General Contractor

Address of Business: 32500 Telegraph Road, Bingham Farms, MI 48025

Physical Address

City

State

Zip

Mailing Address (if different): Same as above

Mailing Address

City

State

Zip

Business Phone: (248) 731-7810

Fax: n/a

Email: vanfox@mhthousing.net

Website: mhthousing.net

Type of Business: Corporation Partnership Sole Proprietorship Other: _____

LLC

Select the Section 3 business concern type you are claiming (A, B, C or D) and attach the required supporting documentation. IMPORTANT: Preference must be maintained for the entire contract or the contract will be in non-compliance and at risk of termination.

A. It is at least 51 percent owned by low- or very low-income persons.

Attach DHC Form S3-4: Section 3 Resident Certification for each owner claiming a Section 3 resident status.

I am a DHC public housing resident or Section 8 HCV resident; or
Attach proof of participation in a public assistance program; or other: _____

Attach the following documentation for business entity type, as applicable:

Copy of Articles on Incorporation

Partnership Agreement

Assumed Business Name Certificate

Additional documentation, as necessary

List of owners/stockholders and percentage of ownership of each

B. Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons.

Attach DHC Form S3-3: Existing Employee List. List all current full-time employees; hire date, and whether they are eligible for Section 3 resident status.

Attach DHC Form S3-4: Section 3 Resident Certification for each Section 3 eligible employee.

C. It is a business at least 51 percent owned by current public housing residents or residents who currently live in housing choice voucher-assisted housing.

Attach DHC Form S3-2: Section 3 Business Certification for each subcontractor claiming to be a Section 3 business concern and required supporting documentation.

D. I am not a Section 3 Business Concern. GC will provide outreach efforts to hire Section 3 Business Concerns***

Attach DHC Form S3-3: Existing Employee List. List all current full-time employees; hire date, and whether they are eligible for Section 3 resident status

The undersigned company does swear or affirm that the information on this form is true and correct to the best of his/her knowledge official and there is no willful intent to mislead or commit fraud.

Signature: _____

Title: President

Print Name: Van Fox

Date: 11/23/22

DHC FORM S3-3 EXISTING EMPLOYEE LIST



Contract/Solicitation Name or Number: H732 - The Villages at Parkside Revelopment

☒ Contractor ☐ Subcontractor Name of Business: MHT Construction LLC
 Total No. of Employees: TBD Total No. of Section 3 Residents: TBD % of Employees are Section 3 Residents: TBD

List all current employees, specifically those who will work on the above listed DHC project. If the contractor has claimed Section 3 status due to its staff, at least 75% of the labor hours must be performed by low- to very low-income persons. A list or spreadsheet may be attached in lieu of this form; however please indicate which employees are Section 3 residents.

Employee Name & Address	Hours	Job Classification/Title	Section 3 Resident
Note, MHT Construction will be the General Contractor.			Yes No
At this time, we have developed a Section 3 Plan attached			Yes No
which will be implemented at the time of award.			Yes No
			Yes No
Please see attached Section 3 Plan.			Yes No
			Yes No
			Yes No
			Yes No
			Yes No
			Yes No

Contractor must collect DHC Form S3-4: Section 3 Resident Certification for each Section 3 eligible employee.

The undersigned company official does swear or affirm that the information on this form is true and correct to the best of his/her knowledge and there is no willful intent to mislead or commit fraud.

Signature: Van Fox Title: President
 Print Name: Van Fox Date: 11/23/22



Note, Section 3 Resident Certifications will be completed in accordance with the Section 3 Requirements at
the time of award
DHC FORM S3-4
SECTION 3 RESIDENT CERTIFICATION

The purpose of HUD's Section 3 program is to provide employment, training and contract opportunities to low-income individuals whose household income is less than 80% of the area median income. Section 3 requires that, to the greatest extent feasible, employment and other economic opportunities generated by HUD funds be directed to low-income residents, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-income persons.

All residents of DHC public housing developments and DHC's Housing Choice Voucher holders (Section 8) qualify as Section 3 residents. Additionally, individuals residing in the Detroit-Warren-Livonia MFA whose household income falls below HUD's income limits set forth below can qualify as Section 3 residents.

Income Eligibility Guideline (FY 2022 HUD Income Limits)		
Number in Household	Low Income (80%)	Select Eligibility
1	\$50,150 or less	
2	\$57,300 or less	
3	\$64,450 or less	
4	\$71,600 or less	
5	\$77,350 or less	
6	\$83,100 or less	
7	\$88,800 or less	
8	\$95,550 or less	
I have not met the above criteria for Section 3 Resident status.		

Select County of Residence	
Lapeer	
Macomb	
Oakland	
St. Clair	
Wayne	
N/A	
Are you a resident of:	
Public Housing	
HCV (S8) Housing	
N/A	

Name: _____ **TBD**

Address: _____
Physical Address City State Zip

Mailing Address (if different): _____
Mailing Address City State Zip

Phone: _____ Email: _____

Check all that apply:

I am interested in training and employment opportunities:

Please attach resume.

Release of information: I herby authorize the Detroit Housing Commission to release this information to Section 3 Contractors/Vendors for employment and training opportunities. I understand that the Housing Authority staff will regard this information as personal and confidential and will use said information for the sole purpose of assisting me with obtaining employment and/or training opportunities.

I am applying for an employment opportunity with the Detroit Housing Commission:

Position/Title: _____ Job No: _____

DHC's Section 3 Plan provides Section 3 residents preference in the hiring process so long as they are qualified for the position for which they are applying. Any applicant falsely claiming a Section 3 preference will immediately be removed from consideration of employment and may be ground for termination of any employment or contract that has resulted from a false certification.

I am an employee of a DHC Contractor DHC Subcontractor. Are you a new hire? Yes No

Contract/Solicitation Name or Number: _____

Employer: _____ Hire Date: _____

Position/Title: _____ Registered Apprentice Yes No

I certify that I have voluntarily provided the above information. I understand that false statements or information is punishable under federal law.

TBD

TBD

TBD

Signature _____ Print Name _____ Date _____

SECTION 3 PLAN

(General Contractor)
(HUD Regulation, 24 CFR Part 75)

Construction Project						
Name of Project	H732 - The Villages of Parkside Redevelopment					
Address of Project	Corner of Conner St. and East Warren					
Name of Neighborhood Where Project Resides	Detroit					
(Primary focus area for outreach attempts)						
Submitted by						
Name of General Contractor			MHT Construction LLC			
Business Address, City, State, & Zip			32500 Telegraph Road, Bingham Farms, MI 48025			
Business Phone Number	(248) 731-7810	Business Website	mthhousing.net			
Primary Contact Name	Van Fox					
Primary Contact Phone Number	(248) 731-7810	Email	vanfox@mthhousing.net			
For Federal Government Reporting Purposes – Principal Owner (51% or more) (Check ALL applicable boxes)						
For-profit business	Non-profit business		Certified Section 3 business			
	X					
<i>If business is controlled with a board of directors, then check applicable boxes of board at 51% or more</i>						
Female	African American / Black	X	Caucasian / White		Hispanic	
X Male	Asian / Pacific		Hasidic Jews		Native American / Eskimo	
Project Section 3 Contact Person						
The General Contractor's Section 3 contact person will serve as the main point of contact for all Section 3 related information and issues on behalf of the developer, general contractor, and subcontractors.						
Section 3 Coordinator Name	Anna Kessler					
Section 3 Coordinator Contact Number	(248) 521-4496					
Section 3 Coordinator Email Address	akessler@labor-compliance.com					

General Statement

MHT Construction LLC
(general contractor)

will review and are committed to comply with the Section 3 Regulation and HUD/DHC Section 3 policy, guidelines and all companion documents. It is our desire to work together to ensure compliance, to the greatest extent feasible, through the awarding of any contracts for work and services to Section 3 companies, and to provide employment and training to Section 3 workers and Targeted Section 3 workers. We commit to include Section 3 language in all construction contracts and subcontracts. All subcontractors interested in submitting bids for contracts will be informed of the Section 3 requirements.

Compliance and Benchmarks

The above recipients will be considered to have complied with the Section 3 requirements, if prioritization can be verified via the outreach efforts and met (or exceeded) the benchmarks. If the benchmarks are not met, then a qualitative report must be submitted regarding the outreach activities per project. Such activities are listed under "Outreach Efforts". *Please refer to the Section 3 Policy and other companion documents, and/or Section 3 regulation for definitions and detailed information.*

Employment and Training

To demonstrate compliance with HUD/DHC Section 3 Program, the best efforts to provide employment and training opportunities to Section 3 workers residing in the City of Detroit in the priority order listed below, where feasible:

1. Section 3 workers residing within the service area or the neighborhood of the project, and
2. Participants in Youthbuild programs.

Note - The Section 3 worker must also reside within the City of Detroit and their income limit is based on the HUD Metro Detroit AMI, <https://www.huduser.gov/portal/datasets/il.html>. The City of Detroit is part of the Detroit-Warren-Livonia, MI HUD Metro area. The income limits are updated each fiscal year.

Contracting

To demonstrate compliance with HUD/DHC Section 3 Program, the best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers residing in the City of Detroit in the following order or priority, where feasible:

1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
2. Youthbuild programs.

Note – Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census (\$75.5).

Section 3 Workers Benchmark

Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and

Targeted Section 3 Workers Benchmark

Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

Outreach Efforts

Efforts that will be made to notify Section 3 workers and Targeted Section 3 workers for training and employment opportunities and Section 3 business concerns for contracting/subcontracting opportunities generated by this HUD/DHC financial assistance project. **All efforts will be documented** including but not limited to copies of all publications, notices, pictures of posted notices, and any other outreach material utilized. Also, include informational lists of all Section 3 workers, Targeted Section 3 workers and Section 3 business concerns that responded to our outreach efforts.

Efforts to offer training and employment opportunities to individuals that may meet the Section 3 worker and Targeted Section worker requirements	Yes	No	Projected Timing
1. Notify the DHC Section 3 Program office when training opportunities are available	x		Bidding/ Construction
2. Engage in outreach efforts to generate job applicants	x		Bidding/ Construction
3. Provide training or apprenticeship opportunities and prepare information to be distributed		x	
4. Clearly indicate Section 3 eligibility on all job postings with the following statement: "This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher."	x		Bidding/ Construction
5. Include the Section 3 worker and Targeted Section 3 worker certification form in all job postings	x		Bidding/ Construction
6. Contact, coordinate, and advertise with unions and local community organizations, provide them with job postings for Section 3 eligible applicants and request their assistance in notifying residents of available training and employment opportunities	x		Bidding/ Construction
7. Coordinate and advertise job opportunities via social media – LinkedIn, Facebook, Instagram, TikTok, etc.	x		Bidding/ Construction
8. Coordinate and advertise job opportunities via flyer distributions, mass mailings and posting ad in common areas of housing developments and all public housing management offices		x	
9. Utilize the Section 3 Opportunity Portal to find qualified candidates, https://hudapps.hud.gov/OpportunityPortal/	x		Bidding/ Construction
10. Establish a current list of Section 3 eligible applicants	x		Bidding/ Construction
11. Provide technical assistance to help Section 3 workers and Targeted Section 3 workers compete for jobs (e.g., resume assistance, coaching)	x		
12. Provide or connect Section 3 workers and Targeted Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services	x		Bidding/ Construction
13. Held one or more job fairs.		x	
14. Provide or refer Section 3 workers and Targeted Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care)	x		Bidding/ Construction
15. Provided assistance to apply for /or attend community college, a four-year educational institution, or vocational/technical training	x		
16. Assisted Section 3 workers to obtain financial literacy training and/or coaching	x		Bidding/ Construction

Further explain the above outreach efforts and any additional outreach efforts not listed:

The General Contractor will perform and outreach during the bidding/construction process with outreach agencies that provide technical assistance. In addition we will help awarded Subcontractors to hire Section 3 workers as well as attempting to become Section 3 Certified Businesses.

Initials here to affirm the outreach efforts: (General Contractor) 

Efforts to offer contracting opportunities to businesses that may meet the Section 3 business concern requirements			Yes	No	Projected Timing
17.	Engage in outreach efforts to identify and secure bids from Section 3 business concerns		x		Bidding
18.	Advertise contracting opportunities in local community paper and notices that provide general information about work to be contracted and where to obtain additional information		x		Bidding
19.	Provide written notice of contracting opportunities to all known Section 3 business concerns with sufficient time to enable business concerns the opportunity to respond to bid invitations		x		Bidding
20.	Utilize the Section 3 business registry to find potential Section 3 business concerns, http://hud.gov/Sec3Biz		x		Bidding
21.	Coordinate with all business assistance agencies and contractor associations to inform them of contracting opportunities and request their assistance in identifying Section 3 business concerns including local community development organizations, business development agencies, and minority contracting associations		x		Bidding
22.	Add Section 3 language to all RFPs, procurement documents, bid offerings and contracts		x		Bidding
23.	Notify the DHC Section 3 Program office upcoming pre-bid meetings		x		Bidding
24.	Coordinate mandatory pre-bid meetings to inform Section 3 business concerns of upcoming contracting opportunities		x		Bidding
25.	Divide contracts into smaller jobs to facilitate participation by Section 3 business concerns		x		Bidding
26.	Contact businesses with resources to support business development to assist in obtaining contract opportunities		x		Bidding
27.	Provide bonding assistance, guarantees, or other efforts to support viable bids from Section 3 business concerns			x	

Further explain the above outreach efforts and any additional outreach efforts not listed:

The General Contractor will have documented efforts during the bidding process and during construction to comply with Section 3.

Initials here to affirm the outreach efforts: (General Contractor) 

General Contractor & Subcontract Awardees - Required Information and HUD Section 3 Language

General Contractor and Subcontract awardees are required to meet at least the minimum HUD Section 3 benchmark goals. As the General Contractor, Section 3 is a requirement regardless of the Section 3 language included in agreements, program regulatory agreements, or contracts (§75.27). All parties are encouraged to review the Section 3 information and documentation on the Housing and Revitalization Department Section 3 Program web page, <https://detroitmi.gov/departments/housing-and-revitalization-department/hud-programs-and-information/section-3-program>.

Section 3 Language – 24 CFR Part 75

All HUD Section 3 covered contracts shall include the following language:

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very-low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

If we do not feel it is feasible to meet the minimum goals set forth above, we will be prepared to demonstrate why it was not possible. We understand failure to follow our Section 3 Plan outreach efforts could result in the HUD office finding us non-compliant with the Section 3 regulation.

I/We, being a duly authorized representative of the applicant, do hereby attest that the statements, documents, and responses provided in and with this HUD/DHC Section 3 Plan are true and correct to the best of my knowledge. I understand that I am making this statement subject to the penalties of perjury. I/We further understand that HUD/DHC reserves the right to request additional information in order to clarify and verify any information related to the Section 3 process.

Name of Applicant (Business): MHT Construction LLC

Print Name of Authorized Representative: Van Fox

Signature of Authorized Representative: 

Authorized Representative's Title: President Date of Signature: 11/23/22

Section 3 - Acknowledgment and Intent to Comply
(HUD Regulation, 24 CFR Part 75)

Name of General Contractor		MHT Construction LLC	
Business Address, City, State, & Zip		32500 Telegraph Road, Bingham Farms, MI 48025	
Business Phone Number	(248) 731-7810	Contact Email	vanfox@mhthousing.net
Primary Contact Name	Van Fox		
Primary Contact Phone Number	(248) 731-7810	Title	President

If awarded a HUD funded contract, I will:

- A. Insert Section 3 language (*located on the next page*) into all contracts and subcontracts associated with the federal funded projects;
- B. Submit and implement a HUD/DHC Section 3 Plan which will form part of our contractual obligations;
- C. Submit all required employment and contracting documentation as requested by the Section 3 Program Office after review of our Section 3 Plan; and
- D. Take affirmative actions to comply with all Section 3 notifications and requests, attain and report efforts toward achieving established HUD Section 3 benchmarks for Section 3 workers and Targeted Section 3 workers.
- E. Maintain documentation for a time period required for record retention or in the absence of applicable program regulations in accordance with 2 CFR Part 200.

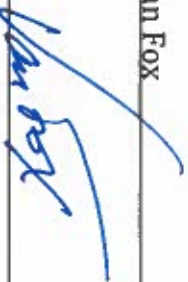
We are committed to comply with the HUD Section 3 regulation and DHC Section 3 requirements. It is our desire to work together to ensure compliance, *to the greatest extent feasible*, through the awarding of contracts for work and services to Section 3 business concerns and to provide employment and training to Section 3 workers and Targeted Section 3 workers.

(NOTE: This Section 3 Plan is part of our bid or RFQ package.)

General Contractor: MHT CONSTRUCTION LLC

Print Name: Van Fox

Title: President

Signature: 

Date: 11/23/22

Section 3 Clause – 24 CFR Part 75

All HUD Section 3 covered contracts shall include the following language:

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very-low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



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Tab 7 – Desirability of Development Vision

- a) Provide conceptual site plan illustration (depicting potential outcome)

See Attached

- b) Narrative describing the primary design intentions and housing typology choices:

MHT is considering many options to re-develop the Villages at Parkside neighborhood. Based on MHT's extensive history and experience in the development of affordable housing, the determination of design and housing types will be driven by a mix of community input, fit within the local neighborhood design fabric, construction cost, and financing opportunity considerations. Those same considerations will be given here to determine the best use for both the existing units and the overall development opportunities. Although not a comprehensive list, some strategies for redevelopment, likely done in multiple phases, include:

- ❑ To the extent possible, rehabilitating a portion of the existing Parkside units while demolishing other, less structurally-sound units that may be deteriorated beyond the point of repair.
- ❑ Complete demolition of all of the units and reconfiguring the entire site with varying types of new construction that best suits the community.
- ❑ Construction of new infill housing and creation of green spaces in currently under-utilized parcels on the property that will provide modern units, supported by amenities, and outdoor recreational space.

Because the Villages at Parkside is such a large development in terms of both number of units and overall land mass (over 42 acres of which 30 are developed), it will likely make sense to evaluate the overall development and its improvements in phases. Based on our long history in Detroit and with the Detroit Housing Commission in general, we are aware of the status of the development at a high-level. We are also aware there may be some units that are in desperate need of repair, and our priority would be to work to address those first to ensure that existing residents and structure are appropriately dealt with.

The first step in the assessment of determining what the phases will look like will be determining which existing units and/buildings can be preserved with substantial rehabilitation by doing a thorough inspection of every unit in the development. Preservation of units can allow for more options in securing the needed financing, results in a shorter timeline for redevelopment, and can result in some early successes for the DHC. Following a determination of which structures can be preserved, we would then plan to go into a full planning mode to



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determine the best design for the remainder of the overall site that balances the goals of resident quality of life, providing needed affordable housing units, and complementing an enhanced experience for the existing units. Our plan would ultimately be to explore each of the many options regarding housing style. The community will include the rehabilitation of viable townhomes with new construction of garden style apartments, two story and single-story townhomes.

MHT's design intention is to develop a community which incorporates historical value while addressing future sustainability. With over 30 acres of land there is a multitude of development options for the Villages at Parkside. The multi-phase project design plan will be developed once we have completed an intension engagement with the Detroit Housing Commission, the current residents, municipality, the surrounding community to understand their needs and vision for the redevelopment of the Villages at Parkside. We will work in coordination with all of them to accomplish as many of the objectives as possible.

Warranting additional consideration is the fact that we would want to ensure as little disruption as possible to the existing residents while the overall redevelopment is taking place. By phasing the work on the site, we may be able to redevelop those units in the worst shape and, ideally, be able to move tenants in the next phase into the units completed the phase prior. This would help limit inconvenience while also limiting the overall costs associated with completion of the development.

Communities thrive through neighborhood central focal points, a community center, outdoor recreational areas, parks, picnic areas. Working toward a healthy community the design will include walkability, traffic plans and redesign if necessary while addressing safety concerns. The development will bring continuity throughout. Evaluation of existing structures and land patterns will allow MHT to present phased designed options.

An also significant consideration in the final development designs and planning will be the different approaches needed to secure project financing. The planned financing will include a mix of financing sources made available by the Michigan State Housing Development Authority (MSHDA), including both 4% and 9% Low Income Housing Tax Credits (LIHTC), tax-exempt bond financing, and gap financing, as well as City of Detroit and HUD funding. Our planned design approaches will ultimately consider the likely outcomes for success in obtaining these financing sources, making the resources stretch as far as possible, and working within the program limitations. The good news is that MHT Housing has a long and proven track record of being able to be successful in securing the needed financing to bring the development to fruition. In fact, no other Michigan-based development has had as much recent success as MHT.



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- c) Narrative on use of Chandler site: develop housing, reshape as publicly accessible green space. Is there an alternative use? How would you decide what to do with this parcel?

As outlined above, the development team will consider all options for the redevelopment of the site. With a development of this size and magnitude, it is important to consider and plan for the site in a way that not only sets up the development for long-term, sustainable success, but also in a way that prioritizes the needs of the residents. This likely means some of the significant portions of the development will need to incorporate a combination of high-quality housing units and the appropriate amount of outdoor space for families and children. This type of layout will be designed optimally with an eye toward efficient use of spaces and ensuring resident safety throughout the development.

Given the significant un-met need for new affordable units in the city of Detroit, the initial conceptual site plan shows the new construction of a mid-rise building on the Frankfort streetscape that abuts Chandler Park. To complement the housing development, due to the proximity to the existing park, some mix of green space and housing may be most appropriate to allow for a nice transition from public park space to housing units, which will not only help aesthetically, but can also serve as additional outdoor recreational space for the residents for their use.

As part of the overall resident participation that would be planned for feedback on the development, the development of this 13-acre parcel will also incorporate the considerations of the community members, the surrounding neighborhoods, area businesses, municipal representatives, Friends of Parkside, and representatives from Chandler Park Conservancy. The feedback received from these discussions will be a significant factor in the final planning efforts.



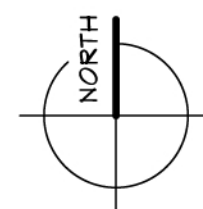
POTENTIAL LOCATION FOR SENIOR MIDRISE

- PRIORITY**
- COMMUNICATE DESIRED USE WITH DHC & LOCAL RESIDENTS THROUGH REGULAR MEETINGS
- OPTION**
- POTENTIAL LOCATION OF A NEW SENIOR MID-RISE.
- CONDITION**
- PROVIDE AMPLE OPPORTUNITY FOR RESIDENT INPUT THROUGH MEETINGS & SURVEYS.
 - ANY CONSTRUCTION SHALL BE SPECIFICALLY DESIGNED TO ACHIEVE THE SUSTAINABILITY CERTIFICATION.
 - FRONT ALL DEVELOPMENT, IF DESIRED, ON THE CORNER OF CONNER STREET & FRANKFORT STREET TO MINIMIZE IMPACT ON CHANDLER PARK.

EXISTING OFFICE

- PRIORITY**
- COMMUNICATE DESIRED USE WITH DHC & THE RESIDENTS.
 - PROVIDE AN ASSESSMENT OF EXISTING STRUCTURE INCLUDING A REVIEW MECHANICAL SYSTEMS, STRUCTURAL SYSTEMS, ARCHITECTURAL SYSTEMS, ENVIRONMENTAL CONDITIONS, SUSTAINABILITY SYSTEMS, ETC.
- OPTION**
- RENOVATE & REFURBISH
 - REMOVE & REPLACE WITH A NEW MULTI-USE FACILITY.
 - NEW BUSINESS SUITES
 - RENOVATE INTO LICENSED DAYCARE
 - TRAINING ROOMS
 - COMMUNITY KITCHEN

UNIT MIX:	BARRIER FREE UNITS GOAL (10% MIN.)
- 5 BEDROOMS = 10 APARTMENTS	2 BARRIER FREE UNITS
- 4 BEDROOMS = 46 APARTMENTS	5 BARRIER FREE UNITS
- 3 BEDROOMS = 124 APARTMENTS	12 BARRIER FREE UNITS
- 2 BEDROOMS = 64 APARTMENTS	6 BARRIER FREE UNITS
- 1 BEDROOMS = 32 APARTMENTS	4 BARRIER FREE UNITS
TOTAL APARTMENTS = 216 APARTMENTS	32 BARRIER FREE UNITS



SCHEMATIC SITE PLAN

SCALE: 1/128" = 1'-0"

PROJECT # 1286-22

ISSUANCES

OWNER REVIEW SET 11.15.2022

REVISIONS

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DRAWN BY KO

SHEET TITLE
SCHEMATIC SITE PLAN

SHEET NO.

C1.01

PRELIMINARY
NOT FOR CONSTRUCTION



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Tab 8 – Business Terms

- a) Provide a brief narrative describing key business terms outlined below, and also provide a term sheet that would be used as a basis for negotiating a Development Agreement if you team were selected as the winning respondent.

Based on the Scope of Services described in Part III and the roles outlined in Part IV, MHT proposes an ownership in the managing member split along with a concomitant split in all fees, including but not limited to developer fee, cash flow, and any other fees, at 40% DHC and 60% MHT. This would include MHT providing all predevelopment funding for the project, of which will be included as project costs and reimbursed at the time of closing, providing guarantees as required by the lender and syndicator, hiring and over-sight of all third-party vendors, completing all due diligence, creating a plan and underwriting a financially feasible project, applying for and securing all funding, oversee construction, maintain records, communicate with DHC and residents, and maintain the long-term asset management, and operations of the property with oversight from DHC. This proposed ownership and fee split is contingent upon MHT Management or Continental Management, LLC, both affiliated management companies, hired to be the long-term management company for the property and MHT Construction or Continental Construction, both affiliated construction companies, be hired as the general contractor on the construction and/or rehab of the project. DHC will be required to put any proceeds from the sale or ground lease of the land and buildings towards the project as a source of funds for the construction or rehabilitation of the property.

Attached is a sample Development Agreement that could be used as a template.

- b) Provide anticipated business terms such as
- Developer fee split, cash flow split, and RAD proceeds split, or methodology for determining these
 - Narrative of proposed development fees and any other applicable fees, and when fees would be incurred
 - Where applicable, percentage of RAD proceeds retained by DHC
 - Expectations outlined under "PART IV – ROLE OF DHC"

Please see paragraph above.

- c) Respondents are required to provide a certification committing to the following:



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- a. Develop more handicap-accessible units than Parkside presently provides.
- b. As part of a resident engagement process, explore design solutions and/or business operations to increase safety in the redeveloped project. Potential solutions may include sufficiently bright lighting, security staff present on-site either in a booth or driving around, or gated areas where appropriate or necessary.
- c. Provide recreation facilities and at least a multipurpose room in the redeveloped project.
- d. Include a services component for the redeveloped Parkside, such as job training, education, or day care; third party supportive service providers are welcome and accepted.
- e. Engage residents consistently throughout the design process, including through open-house and charrette events.
- f. Commitment of developer to fund predevelopment costs
- g. Willingness to include DHC in project decision-making
- h. Commitment to work in good faith toward project closing within 24 months of a contract award

MHT certifies the to items a-h as listed above with the understanding that on (f) all predevelopment costs will be included as project costs and will be reimbursed to MHT at the time of closing, as well as on (h) that the 24 month timeframe may be for a first phase of a multi-phased project.

SAMPLE
DEVELOPMENT TERM SHEET

Detroit Housing Commission

And

MHT Housing, Inc.

_____, 2023

This Term Sheet (the “**Term Sheet**”) is entered into by and between the Detroit Housing Commission, a public body corporate established under the laws of the State of Michigan (“**DHC**” or “**Authority**”), and MHT Housing, Inc., a Michigan nonprofit corporation (“**MHT**”), with respect to the redevelopment of the Villages at Parkside (the “**Project**”). DHC and MHT are referred to herein individually, as a “**Party**”, or, collectively, as the “**Parties**”.

DHC selected MHT as the most responsive proposer in response to DHC’s Request for Qualifications for a Development for the Redevelopment of The Villages at Parkside (“**RFQ**”).

As set forth in this Term Sheet, the Parties acknowledge that certain terms may be more particularly described in the closing documents entered into as part of the redevelopment financing for the Project (the “**Closing**”). Notwithstanding such further negotiations, the Parties hereby agree that the terms in this Term Sheet shall be binding upon the Parties and incorporated into the Project documents at Closing unless expressly agreed to by written consent.

1. Parties	Housing Commission	Detroit Housing Commission 1301 E Jefferson Detroit, MI 48207 313-XXX-XXXX
	MHT	MHT Housing, Inc. 32500 Telegraph Road Bingham Farms, MI 48025 Phone: (248) 833-0550
2. Memorandum of Understanding (“MOU”)	The Parties may enter into a Memorandum of Understanding (MOU) further outlining the Parties’ respective obligations, timelines and deliverables related to the three major components of the Project: (i) master plan (“ Master Plan ”) implementation; (ii) redevelopment financing; and (iii) repositioning of public housing.	
3. Project	The Project is comprised of the Villages at Parkside, a public housing community with an address of 5000 Conner, Detroit, Michigan 48213. The Project will be a substantial repositioning involving rehabilitation. The Project financing is to be determined. It is anticipated the Project will be converted from public housing to Section 8 Project Based Rental Assistance (“PBRA”) or Project Based Voucher (“PBV”) through the RAD program, in accordance with RAD Notice Revision 4 (H 2019-09 PIH 2019-23), as it may be amended from time to time. The Parties agree to comply with all HUD requirements applicable to the RAD program.	

4. Project Ownership Structure	The Parties shall organize an ownership entity and structure typical to that found in a low-income housing tax credit (“ LIHTC ”) project. Ownership structure to be determined.	
5. Financing	Overview	The specific details and structure of the Project’s financing will be further refined and finalized at Closing. Generally, the Parties expect the Project to be funded with the following sources: To Be Determined MHT agrees that no additional financing will be approved for the Project without DHC’s prior approval.
	Equity Investor	MHT shall be solely responsible for locating and securing any required equity investor for the Project, subject to DHC’s approval.
6. MHT Development Responsibilities	MHT shall be the developer for the Project, and will be responsible for the day-to-day development of the Project. Specific development responsibilities may be further detailed in a separate Development Services Agreement between the Parties (a “Development Services Agreement”), but, at a minimum, MHT shall be responsible for: 1. Implementing the Project’s development in accordance with the Master Plan. 2. Preparing and managing budgets for the Project. 3. Identifying and securing all agreed upon financing for the development and operation of the Project. 4. Engaging third-party consultants, such as architects and engineers, and ensuring that such parties secure all applicable approvals for plans, including applicable zoning requirements. 5. Preparing and providing DHC with regular progress updates on the Project’s development. 6. Bringing the Project to a successful Closing. 7. Submitting Owner construction Draws. 8. Assisting the Project convert to a Permanent Loan. 9. Submitting the Placed in Service Application. 10. Submitting for LIHTC Form 8609.	
7. DHC Responsibilities	DHC will provide timely input, review, and assistance as may be required for the Project’s success.	
8. Property Ownership, Site Control, and PILOTs	DHC owns a fee interest in the underlying property of the Project (the “Property”). The Parties agree that land rights will be transferred to the new ownership entity upon closing. The specifics method for transferring those rights will be negotiated between both parties as well as any lenders and/or investors. The Parties anticipate that one or more easements (e.g., access, use, or cross easements) may need to be established as part of the Project and related	

	transactions. The Parties will agree on the terms as well as applicable costs borne by either Party in connection with the applicable easement. The Parties shall endeavor to achieve the best tax treatment of the Project and Property. The Parties shall jointly apply for payments in lieu of taxes (“PILOT”) for the Property and Project from the City of Detroit, with MHT taking the lead in preparing the materials for the PILOT application and taking the lead in communicating with community stakeholders and government officials.
9. Representatives	For MHT: For DHC:
10. Third Party Vendors	The following third parties are anticipated to be used to undertake the Project’s development (collectively, “Approved Third Party Vendors”): - CORE Community Partners - MHT Construction, LLC or Continental Construction, LLC - MHT Management, LLC or Continental Management, LLC MHT may select additional or different third-party contractors subject to DHC’s approval, which shall not be unreasonably withheld, conditioned or delayed.
11. General Contractor	Subject to the approval of HUD, MSHDA, and any other applicable government agency (collectively, the “Agencies”), MHT Construction, LLC or Continental Construction, LLC, an affiliate of MHT, will serve as the general contractor for the Project (the “General Contractor”). The construction contract for the Project shall be a fixed price, stipulated sum or guaranteed maximum price contract and shall contain terms and conditions and provide for general contractor fees and overhead, which are deemed approved by DHC and MSHDA provided same are not in excess of terms and conditions which could be obtained in an arms-length transaction and subject to acceptance by the Agencies (as applicable). Construction costs for the Project will be subject to independent plan and cost review by DHC, the Agencies (as applicable,) and the applicable Project’s lenders and investors. The General Contractor shall provide payment and performance bonds in an amount not less than the amount of the construction contract.
12. Property Management	MHT Management, LLC, (“MHT Management”) or Continental Management, LLC (“CM”), an affiliate of MHT, will be the property management agent for the Project, and will perform the following services as may be set forth with more particularity in a property management agreement between MHT Management and DHC:

	Marketing and leasing units in accordance with LIHTC and PBRA or PBV requirements; ☐ Managing the Project's finances by establishing and maintaining bank accounts, collecting and making payments, and providing general accounting and financial reporting services; ☐ Implementing and maintaining a property management software system; Performing all inspections and audits as required by the LIHTC and PBRA or PBV programs; ☐ Identifying and submitting any LIHTC or PBRA or PBV required reports; ☐ Ensuring the Project complies with all regulatory requirements.	
13. Relocation	The Parties anticipate redeveloping the Project in such a way that current tenants can remain in their units during rehabilitation. The details of this plan shall be further specified in a relocation plan prepared by MHT for DHC and MSHDA approval. The costs for any tenant relocation shall be included in the Project budget as a Project expense. MHT shall implement the relocation plan, with DHC taking the lead in communicating with tenants and other community stakeholders. The Parties shall comply with all applicable federal or state fair housing laws, including, but not limited to, any HUD requirements under the RAD program.	
14. Fees and Payments	Development Fee	Proposed at 40% DHC and 60% MHT
	Cash Flow	Proposed at 40% DHC and 60% MHT
	Property Management Fees	The Parties agree that the Project will include a fee for property management services equal to the MSHDA approved property management fee (the " Property Management Fee "), which shall be paid to MHT Management or CM.
15. Predevelopment Costs	MHT shall provide a budget estimating the Project's third-party predevelopment costs to DHC for approval. DHC may require a cost- reasonableness analysis to be taken, which may include soliciting services from multiple vendors prior to using an Approved Third-Party Vendor. MHT shall retain records for at least three (3) years of the actual expenses incurred for third-party costs.	
16. Insurance	MHT and DHC shall each provide to the other the following evidence of insurance, subject to any additional requirements imposed by MSHDA, any equity investor and HUD: 1. General liability with a combined single limit of not less than Five Million Dollars (\$5,000,000). 2. Workers' Compensation in accordance with the laws of the State of Michigan. 3. The Authority and MHT must be named as additional insureds on all Project insurances.	

	4. All insurance shall provide that the Authority and MHT be given thirty (30) days' prior written notice of any renewal, termination, cancellation or any changes to the policies.
17. Guarantees	MHT or its affiliate will in most instances be responsible for jointly and severally with DHC providing the construction payment and completion guarantees for the Project. DHC solely will provide any required operating deficit guarantee, environmental indemnification, and LIHTC compliance and recapture guarantees. Final guarantees to be determined based on the requirements of the LIHTC investor, MSHDA, and any other lender as applicable.
18. Regulatory Compliance	The Development Agreement shall contain provisions that outline all applicable legal compliance obligations, including, but not limited to, compliance with the following laws and programs: RAD, PBRA, PBV, Section 42 of the Internal Revenue Code, Davis-Bacon, the Uniform Federal Accessibility Standards, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, the Architectural Barriers Act, NEPA, and OSHA as applicable.
19. Term; Termination	This Term Sheet shall commence on the date of execution hereof and except for the provisions hereof that expressly survive termination or expiration, shall automatically expire at the earlier of (i) Closing, or (ii) Date TBD (the “Initial Expiration Date”). The Parties may agree to extend this Term Sheet by written agreement beyond the Initial Expiration Date. Either Party may terminate this Term Sheet with cause, at any time, if the Party determines the other Party has done, or failed to do, any of the following: breached any material obligation of this Term Sheet, become insolvent, failed to enforce or comply with any material terms in any applicable funding agreement, or failed to make a payment to a third-party contractor (unless disputed) when due. The terminating Party will initiate such termination for cause by providing the defaulting Party written notice of such termination thirty (30) days prior to the effective date of such termination and stating the cause for such termination (“Default Notice”). If the defaulting Party fails to cure any alleged breach within thirty (30) days of the defaulting Party's receipt of the Default Notice, the terminating Party may proceed to terminate this Term Sheet for cause. If the Authority terminates this Term Sheet for cause, then, except as otherwise set forth in this Term Sheet, the Authority shall have no obligation to reimburse MHT for fees, third-party costs, or for its time. If MHT terminates this Term Sheet for cause, the Authority shall reimburse MHT for pre-approved third-party costs related to the Project, provided such costs are consistent with the Predevelopment Budget and supported by appropriate documentation, and MHT shall assign to the Authority ownership of all third-party materials in exchange for reimbursement of the approved out-of-pocket third-party costs. The Authority may terminate this Term Sheet prior to the expiration of the term for any reason in its sole discretion (a “Termination for Convenience”). In the event of a Termination for Convenience, the Authority shall pay to MHT an amount equal to MHT's investment of its resources plus MHT's reasonable out-of-pocket third-party costs (collectively, the “MHT Reimbursable Costs”),

	provided such costs are consistent with the Predevelopment Budget and supported by appropriate documentation, and MHT shall assign to the Authority ownership of all third-party materials in exchange for reimbursement of the MHT Reimbursable Costs out-of-pocket third-party costs. Further, in the event MHT is terminated for any reason prior to the MSHDA loan closing and syndication, in addition to reimbursement to MHT for the MHT Reimbursable Costs, DHC shall reimburse MHT for actual predevelopment and development costs incurred on behalf of the Project and MHT shall be entitled to a termination fee in the amount of a percentage of the total anticipated fees due to MHT equal to the percentage of progress towards MSHDA loan closing and syndication in consideration for the time and expertise invested by MHT.
20. MBE and WBE participation	MHT shall use best efforts to create a plan to increase participation of minority business enterprises (“MBEs”) and women’s business enterprises (“WBEs”) in the Authority’s contracts for the Project. MHT shall: 1. Place qualified MBEs and WBEs and small business concerns on solicitation lists. 2. Divide the development services into smaller tasks/quantities to permit maximum participation by MBEs and WBEs and small business concerns when feasible. 3. Use the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, any local minority assistance organizations and state and local government small business agencies. 4. Comply with any additional requirements relating to MBEs and WBEs as set forth in the hiring and training plans created by the Parties and approved by the Authority.
21. Section 3 compliance	MHT shall require its subcontractors to ensure that employment opportunities comply with Section 3 of the U.S. Housing and Development Act of 1968 and the revised regulations at 24 CFR Part 75 (collectively, “ Section 3 ”). DHC maintains a waitlist with eligible Section 3 employees and, to the extent work on the Project contains openings for jobs that qualify under Section 3, the Parties agree to fill such positions with individuals on DHC’s waitlist to the extent feasible.

DHC:
Detroit Housing Commission

By: _____

Name: _____

Title: _____

MHT:
MHT Housing, Inc.

By: _____

Name: _____

Title: _____

DHC FILE NO. H732
ADDENDUM #1
RFQ for The Villages at Parkside Redevelopment

GENERAL:

- A. This Addendum Number one (1) is issued prior to award of contract to inform proposers of revisions to the RFQ documents and is hereby **made part of the RFQ documents and shall be included in the contract.**
- B. Proposers shall indicate in their letter of transmittal confirmation of receipt of this addendum.
- C. All requirements contained in the RFQ documents shall apply to this addendum, and the general character of work called for in the addendum shall be the same as originally set forth in the applicable portions of the RFQ.

Error:

Page 7, under 2.5 Site Visit and Written Questions

"DHC is offering respondents the opportunity to visit Parkside on a guided tour on Tuesday, November 1, 2022."

Correction:

DHC is offering respondents the opportunity to visit Parkside on a guided tour on **Wednesday, November 2, 2022.**

We are grateful for your interest in doing business with our Agency and we look forward to receiving a proposal submittal from your firm.

END OF ADDENDUM #1

10/31/22

**The Detroit Housing Commission
Procurement Division**

All proposers must acknowledge receipt of this Addendum by including it in RFQ.

Vendor Acknowledgement Signature:


_____.

DHC FILE NO. H732
ADDENDUM #4
RFQ for The Villages at Parkside Redevelopment

GENERAL:

- A. This Addendum Number four (4) is issued prior to award of contract to inform proposers of revisions to the RFQ documents and is hereby **made part of the RFQ documents and shall be included in the contract.**
- B. Proposers shall indicate in their letter of transmittal confirmation of receipt of this addendum.
- C. All requirements contained in the RFQ documents shall apply to this addendum, and the general character of work called for in the addendum shall be the same as originally set forth in the applicable portions of the RFQ.

Error:

Page 6, under 2.2 Anticipated scale of development

Parcel ID	Address	Acreage	Approx. sq. feet	1.5 FAR
21002688	12019 E WARREN	12.379 ac	539,215 sf	808,823 sf
21002687	12001 E WARREN	16.85 ac	733,998 sf	1,100,997 sf
21046202-11	5250 CONNER	13.024 ac	567,335 sf	851,003 sf

Correction:

Parcel ID	Address	Acreage	Approx. sq. feet	1.5 FAR APPROX.
21002688	12019 E WARREN	10.8 to 10.9 ac	470,450 to 474,800 sf	705,670 – 712,200 sf
21002687	12001 E WARREN	19.3 to 19.7 ac	840,700 to 858,130 sf	1.261 – 1.287 million sf
21046202-11	5250 CONNER	18.45 ac	803,680 sf	1.2 million sf

We are grateful for your interest in doing business with our Agency and we look forward to receiving a proposal submittal from your firm.

END OF ADDENDUM #4
11/21/22
The Detroit Housing Commission
Procurement Division

All proposers must acknowledge receipt of this Addendum by including it in RFQ.

Vendor Acknowledgement Signature:

