# **REQUEST FOR QUALIFICATIONS**

# Housing Implementation Entity For Forest Park Diggs Community Plan

# **Detroit Housing Commission**

City of Detroit

#### **Deadlines**

RFQ issue date: July 16, 2025 Pre-Submission Conference: July 31, 2025 at 11:00 am Eastern Time *via Microsoft Teams* Deadline to Submit Questions: August 6, 2025 – 5:00 pm Eastern Time Response to Questions: August 8, 2025 – 5:00 pm Eastern Time RFQ Deadline: September 1, 2025 – 5:00 pm Eastern Time Selection of Preferred Candidates: September 12, 2025 Shortlist Interviews: September 15-19, 2025 Final Selection/Recommendation: September 29, 2025

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#### ATTACHMENTS

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## **INTRODUCTION**

In September of 2024, the Detroit Housing Commission ("DHC") and the City of Detroit ("the City") were awarded a U.S. Department of Housing and Urban Development ("HUD") Choice Neighborhoods ("CN") Planning Grant for the Greater Forest Park/Eastern Market Neighborhoods (see Attachment II). DHC and the City are working with residents and a variety of community stakeholders including nonprofits, faith-based organizations, anchor institutions, supportive services agencies, businesses, and others to create a forward-looking Transformation Plan, the Forest Park Diggs Community Plan, with a strong commitment to inclusive growth.

As a part of this effort, DHC seeks to engage a qualified development team to serve as the Housing Implementation Entity ("HIE") for a forthcoming Choice Neighborhoods Implementation ("CNI") Grant application. The selected team will work in close partnership with DHC, the City, and community partners to understand the Transformation Plan. The redevelopment will focus on Forest Park Apartments and Diggs Homes owned by DHC. Both properties are comprised of 201 deeply affordable public housing units in the Greater Forest Park/Eastern Market Neighborhood ("Greater Forest Park") located just ten minutes from Downtown Detroit and rich in architectural history. The goal of the CN Housing Strategy is to replace 100% of those housing units within the neighborhood, integrate affordability, and improve the quality of housing with phased development that is designed to minimize displacement or in other areas of opportunity, as part of new mixed-income developments.

The Eastern Market and Greater Forest Park neighborhoods are currently realizing an increase of both public and private investment. Looking to further stabilize and improve its infrastructure, the Eastern Market Partnership has launched a capital campaign to: update multiple "sheds" within the Market's footprint, secure development deals with additional food/produce based manufacturers, and actively study public-realm and place-based improvements to occur across the Market. Additionally, the Partnership is working to strategically integrate mixed-uses into the historic district. The City and DHC are committed to continuing the economic development momentum in the Eastern Market and Greater Forest Park area through creation of mixed-income and mixed-use developments that will allow residents of all incomes to access the amenities and economic opportunities the neighborhood offers. The City intends to use the CN planning process and potential implementation grant award as key components to kickstart achieving this goal.

DHC is committed to providing affordable housing for Detroit's most vulnerable families. Under new leadership, the organization strives to strengthen and reimagine its public housing portfolio by more meaningfully integrating sites into the neighborhoods, prioritizing quality resident experience, and thoughtfully mixing residents of all socioeconomic backgrounds. In partnership with the City, HUD, and other organizations, DHC provides resources and opportunities not only to the residents, but to the entire community.

The City and DHC are soliciting responses to this Request for Qualifications ("RFQ") to identify a development team with notable experience with CNI projects to plan and implement three catalytic projects – a Phase I housing site and the redevelopment of Forest Park Apartments and Diggs homes (public housing sites). Successful respondents will serve as developer for Phase I of the project (See section 4.1 for more information on Phase I) and the

HIE for the housing component of the Transformation Plan. The City and DHC reserve the right to split the award between two parties and will pursue a Choice Neighborhoods Implementation Grant to support the Forest Park Diggs Community Plan; however, the plan will contemplate implementation both with and without such a grant award, and in either scenario the City and DHC intend to proceed with the overall Transformation Plan to create a successful and sustainable neighborhood, affordable to all families to live, play and work.

#### 1.1 Selection Process

The City and DHC are seeking qualified Respondents with the vision, qualifications, capacity, and resources to help thoughtfully continue the transformation of the Greater Forest Park area. The City and DHC will work with the selected team to negotiate a Certification of Agreement (see Attachment I) that will be approved by City Council and the DHC board. Development plans are not required as a response to this Request for Qualifications (RFQ). The City and DHC endeavor to follow the Timeline detailed in <u>Section 7</u>. In general, the City and DHC seek responses that provide the following:

- Highly qualified development team with experience in CNI grants, HUD funding, and multi-family redevelopment;
- Strong track record serving as an HIE or lead developer, planning and executing a mixed-financed, mixed-income development plan that incorporates a minimum of 20% unrestricted units;
- Highly qualified organization with experience in redevelopment of public housing sites;
- Experience working in Detroit and/or Michigan and the ability to obtain Low Income Housing Tax Credit award(s) from the Michigan State Housing Development Authority or other financing tools that can facilitate mixed income;
- Proven ability to maximize private sector participation in the financing of complex residential projects; and
- Strong financial capacity to carry forward and complete the components of a multi-phase development program on time and within budget.

The successful Respondent will demonstrate their team's experience and qualifications to deliver the activities listed above. This team will clearly articulate the innovation and creativity they will use to bring financial, human, and other resources to deliver successful mixed-finance, mixedincome, and mixed-use redevelopments of public housing sites.

#### 1.2 Request for Qualifications

Respondents shall submit information concerning capacity, qualifications, and experience as outlined in this RFQ. The RFQ responses will be reviewed by a Selection Committee (the "Committee") by the evaluation factors outlined in <u>Section 6</u> of this RFQ. The Committee reserves the right to consult with professional consultants, advisors, and other stakeholders for

technical assistance, as well as request interviews with the Respondent Teams to obtain clarity with respect to qualifications.

#### 1.3 Short List Selection and Interviews

Based upon the evaluation of proposals in response to the RFQ, a short list will be developed. The short list will be composed of Respondents deemed to be within a competitive range. The Committee will schedule interviews with a short list of Respondents. The Respondent(s) interviewed will be allowed to discuss in more detail their qualifications, experience, and approach to development. Following the interview phase, and assuming the Committee elects to pursue a specific proposal, a Respondent may be selected. Respondents should be prepared to attend virtual interviews on September 15<sup>th</sup> through 19<sup>th</sup> at their own expense.

#### 1.4 Selection Committee

A Selection Committee (the "Committee") will be established to review submissions. The Committee may consist of representatives from the City's Planning and Development Department ("PDD"), HRD and DHC, and other necessary stakeholders. Additionally, the Committee may seek assistance from selected planning consultants. The Committee reserves the right to contact references and verify material submitted in any proposal. Based on the evaluation of proposals in response to the RFQ, final scores will be determined by the points received for RFQ responses.

#### 1.5 Post-Selection Due Diligence

Following receipt of notification from the City and DHC of the selection, the selected Respondent shall execute a negotiated Certification of Agreement (see <u>Attachment I</u>) for the Forest Park Diggs Community Plan.

Working with the City, DHC and their planning consultants ("the Detroit team"), qualified respondents will be expected to design replacement housing units and additional affordable and market-rate typologies; coordinate housing activities with residents and DHC staff; and take the lead in securing local, state, federal, and private funding in support of the redevelopment efforts. Following the completion of the Transformation Plan, the Detroit team intends to apply for a HUD Choice Neighborhood Implementation Grant (CNI) should the opportunity be available in FY2026. The City and DHC are committed to implementing the Transformation Plan, regardless of future CNI funding availability.

DHC and the City will consider qualifications that demonstrate knowledge of the Choice Neighborhoods program and applicable HUD regulations and requirements. All qualifications must conform to the requirements outlined herein. DHC and the City reserve the right to select the firms determined to be the most responsive and responsible, and in the judgment of DHC and the City, that best meet its need for the specified task or tasks.

Preference will be given to developers who have successfully completed similar and other HUDrelated housing developments. Developers must be able to demonstrate that they have implemented and operated housing in a comparable scope, scale, and complexity to the Housing component of the Plan. The City and DHC may, at their discretion, determine to work with a separate developer for nonhousing projects associated with this Choice Neighborhood, such as commercial development, public improvements, park improvements, and supportive services. The selected developer will be responsible for general management and oversight of all predevelopment and construction related activities while maintaining coordination with the City and DHC to ensure seamless implementation. The City and DHC will extend its resources as available, and support project partners with project oversight and technical assistance.

Developers are encouraged to present the City and DHC a complete development team, including the principal professional disciplines and trades required to initiate and coordinate the actions and events required to advance the project through various stages from conception to completion. Other team members are allowed on a discretionary basis for the development and, therefore, are not required for initial disclosure. Note, DHC reserves the right, as co-developing partners for this project, to actively assist in the procurement of project architects, engineers, general service providers, and all major professional service consultants.

The selected developer will be required to provide a narrative description of its development and operating budgets as acceptable to the City and DHC as a part of the process of negotiating an agreement. DHC, as a co-developing partner, will assist in the creation, maintenance, and tracking of project budgets and financing throughout the entirety of the project phases.

Developers must be willing to comply with procurement requirements, relevant regulations, and any other applicable provisions of federal, state, and local laws. The developer must not have any interest that would conflict with the performance of services required by this RFQ.

## 2.0 NEIGHBORHOOD DESCRIPTION

#### (See Attachment II)

#### Forest Park

Forest Park is a compact, residential neighborhood located on Detroit's east side, directly north of the Eastern Market District and west of the McDougall-Hunt neighborhood. Generally bounded by East Canfield Street to the south, East Warren Avenue to the north, I-75 to the west, and McDougall Street to the east, Forest Park is centrally located with close access to Downtown Detroit, major transportation corridors, and the Dequindre Cut Greenway. Primarily residential, Forest Park consists of a mix of single-family homes, duplexes, and lowrise multifamily buildings. The neighborhood also includes Forest Park Apartments and Diggs Homes, key affordable housing sites and the targets of redevelopment efforts under the Transformation Plan. Forest Park's proximity to major institutional anchors, such as Detroit Medical Center, Wayne State University, and the Midtown Cultural Center, as well as its location within the Greater Eastern Market planning area, makes it a strategic priority for comprehensive neighborhood stabilization. Recent planning efforts have focused on addressing housing quality, improving walkability, and increasing access to jobs, health care, and community-serving amenities. With its strong potential for housing redevelopment, green space enhancements, and improved connectivity to nearby neighborhoods and regional assets, Forest Park is a critical area for investment in inclusive, community-driven growth.

#### Eastern Market

Eastern Market is one of Detroit's most iconic and active neighborhoods, known for its rich history, vibrant public market, and strong local food economy. Located just northeast of Downtown Detroit and bounded by Gratiot Avenue, Mack Avenue, St. Aubin Street, and I-75, the neighborhood is centered around the Eastern Market Historic District, which spans over 40 acres and serves as the largest open-air market district in the United States. Eastern Market has served as a vital commercial and cultural anchor for Detroit. The market operates year-round and draws thousands of visitors each week to shop for fresh produce, meats, specialty goods, and locally made products. The area also supports a dynamic mix of food wholesalers, small businesses, restaurants, artist studios, and light industrial operations. The City of Detroit and Eastern Market Neighborhood Framework, designed to balance growth with community preservation. The area serves as a regional destination and a vital economic and cultural asset for Detroit, making it a unique environment for investment, collaboration, and inclusive development. Eastern Market Framework Plan LINK

McDougall-Hunt

McDougall-Hunt is a historic residential neighborhood located on Detroit's near east side, immediately adjacent to the Eastern Market District. The portion of McDougall-Hunt associated with this target area is bounded by Gratiot Avenue to the south, St. Aubin Street to the west, East Warren to the north, McDougall Street to the East. McDougall-Hunt serves as a key transitional area between the bustling commercial activity of Eastern Market and the broader east side residential fabric. The neighborhood features a mix of early 20th-century single-family homes, multifamily buildings, and vacant parcels, reflecting both its historic roots and the ongoing challenges and opportunities associated with reinvestment.

The neighborhood has attracted attention for its affordability, proximity to key employment centers, and potential for housing rehabilitation and infill development. The area is also within walking distance of amenities such as the Dequindre Cut Greenway, Eastern Market sheds, and the Joe Louis Greenway.

## **3.0 CHOICE NEIGHBORHOODS OVERVIEW**

CN is HUD's signature place-based initiative that aims to transform distressed neighborhoods into places of opportunity and economic growth. The CN Implementation ("CNI) Grant allows successful applicants to leverage up to \$50,000,000 in federal grant funding to support the transformation of a public housing site into a vibrant, mixed-income, and mixed-use community. If the CNI grant is received, the funds will also be used to leverage additional investment within the Greater Forest Park area.

CN supports locally driven strategies to address struggling neighborhoods with distressed public or HUD-assisted housing through a comprehensive approach to neighborhood transformation. Local leaders, residents, and stakeholders, such as public housing authorities, cities, schools, police, business owners, nonprofits, and private developers, come together to create and implement a plan that transforms distressed Public and or HUD-assisted housing and addresses the challenges in the surrounding neighborhood. CN is designed to catalyze critical improvements of neighborhood assets, including vacant property, housing, services, and schools. CN is focused on three core goals:

- 1. Housing: Replace severely distressed public and assisted housing with highquality mixed-income housing that is responsive to the needs of residents and appropriate for the surrounding neighborhood;
- 2. **People:** Improve outcomes of households living in the target housing related to income and employment, health, and education; and
- **3. Neighborhood:** Create the conditions to attract long-term public and private reinvestment in distressed neighborhoods which will promote economic development and result in increased/ improved amenities, services, and job opportunities for residents.

To achieve these core goals, communities must develop a Transformation Plan. The City and DHC are actively working towards this Transformation Plan that will become the guiding document for the revitalization of the public housing units, while simultaneously shaping the

transformation of the surrounding neighborhoods and positive outcomes for families. To successfully implement the Transformation Plan, applicants will need to work with public and private agencies, organizations (including philanthropic organizations), and individuals to gather and leverage resources needed to support the financial sustainability of the plan.

The primary focus of the HIE will be:

- Achieving the Housing Goals will include transforming the target sites, outlined in <u>Section 4.0</u>, into a mixed-income, mixed-use community within the CN boundaries that will serve as a connection between the target sites and the Greater Forest Park area.
- Acting as a key stakeholder/participant in the Transformation Plan process. The HIE's contributions will be critical to the development and success of a CNI grant application. Therefore, the Detroit Team requires the HIE's close participation throughout the Transformation Plan process when developing the target sites.

For additional information regarding HUD's CN program, awards, and past Notice of Funding Announcements, visit: <u>https://www.hud.gov/cn</u>

#### 3.1 Choice Neighborhoods Program Requirements

Respondents to this RFQ are strongly encouraged to examine the most recent HUD Choice Neighborhoods Implementation Grant Notice of Funding Opportunity ("NOFO"), as well as the proposed program parameters outlined below, to reply with strategies that are not only responsive to HUD priorities, but also in line with the market environment to ensure the successful redevelopment of the target sites and defined neighborhoods. Respondents are encouraged to review recent City and DHC RFPs.

The Transformation Plan to be developed in consultation with the selected HIE shall be consistent with the following minimum requirements of Detroit's Choice Neighborhoods Program (the "Program"):

- 1. *One-for-one replacement*. Replace the 201 HUD-assisted units at Forest Park and Diggs Homes on and off the original site, to the greatest extent possible, in mixed-income settings within the CNI Site.
- 2. *Mixed-income developments*. Create new units to reflect a new, economically viable mixed-income community that includes residential and, if feasible, non-residential uses. The new community should include a mixture of deeply subsidized affordable and market-rate rental and/or homeownership units as determined to be viable and advantageous to the overall development effort. The subsidized and affordable units should be mixed across all building types and located throughout the sites. Community facilities and commercial development components of the Transformation Plan will be determined during the planning process and in consultation with the Developer. A minimum of 20% market rate must be present in each development.
- 3. *Leverage resources*. Pursue funding sources appropriate for the redevelopment program and leverage CNI Program funding (if awarded), DHC and city-owned land, maximizing

the efficiency and effectiveness of public resources. Work collaboratively with local, state and federal agencies to identify a variety of resources to support housing and any nonresidential components of the Transformation Plan, including the acquisition of additional real property. These resources should include but not be limited to tax credits, bond financing, CDBG/HOME funds, the Michigan State Housing Development Authority (MSHDA) program funds, private mortgages, etc.

- 5. *Neighborhood integration.* Create a diverse community that is incorporated into the surrounding neighborhoods that strengthens the economic vitality of the area, and supports the functions of daily life including education, recreation, retail, and community facilities.
- 6. *Phase I Delivery*. Work with the Core project team to develop and provide financial commitments for the first phase by the time of the Choice Grant submission due Q1 2027.
- 7. Timely delivery. Construct the entire Choice Neighborhoods program within 5 years.
- 8. *CNI requirements*. Any additional programmatic requirements identified in the next HUD Choice Neighborhoods Implementation Grant Notice of Funding Opportunity ("NOFO").
- 9. Create a vibrant, safe, community of high-quality design that meets or exceeds industry standards, and that attracts and retains a broad income mix of residents;
- 10. Create a sustainable, livable environment featuring a mixture of tenures that could include family and senior housing, rental and homeownership, residential and non-residential uses. Community facilities and commercial development elements will be determined in consultation between the City, DHC, and the developer;
- 11. Physically integrate the new development into the fabric of the Forest Park and Eastern Market community, respecting the local context and character of the surrounding neighborhood;
- 12. Ensure a high percentage of existing residents can return to redeveloped properties;
- 13. Create sustainable high quality new development that meets or exceeds industry standards and is responsive to the best practices HUD has set for the design of Choice Neighborhoods housing projects; (See attachment IV)
- 14. Maximize the leverage of public housing funds and minimize dependence on public housing resources through the creative use of the mixed-finance process, private financing, Low Income Housing Tax Credits, Rental Assistance Demonstration (RAD) and/or other resources of financing and subsidies;
- 15. Aggressively promote all phases of the program and ensure long-term financial stability of developments;

16. Comply with all applicable federal, state, and local laws, regulations, policies, edicts, approval requirements, and court orders.

#### 3.2 <u>Requirement as Lead Housing Implementation Entity</u>

Developers must possess extensive experience and financial capacity to lead a comprehensive Housing Plan. The selected Developer must demonstrate the ability in planning, financing, and implementing a mixed-income, mixed-finance, and mixed-use development utilizing various funding sources such as Low-Income Housing Tax Credits (LIHTC), New Market Tax Credits (NMTC), HOME funds, CDBG funds, Federal Home Loan Bank (FHLB), and other applicable financing mechanisms. The HIE will be expected to develop a robust Section 3 plan that maps out paths to opportunity for target site and neighborhood residents, as well as coordinate with the Detroit Team to develop a relocation plan that minimizes the number of moves required for target site residents and maximizes their choice of suitable housing opportunities. Only Developers with extensive experience in housing development will be considered. Preference will be given to Developers who have successfully completed projects of a similar scope, complexity, and in alignment with HUD-related housing initiatives. Developers are preferred to demonstrate experience in implementing and managing housing developments including both multifamily rental and home ownership opportunities.

#### 3.3 Regulatory Summary

The mixed-finance developments will be implemented under HUD's "Mixed Finance" Rule for public housing and HUD's "Subsidy Layering" Rule. The Mixed Finance Rule permits public housing authorities to: (i) allow the development of projects that include nonpublic housing units in addition to public housing units; (ii) enter into partnership or other arrangements with non-profit and for-profit private developers to own the mixed-finance development; and (iii) transfer operating and capital subsidies to public housing units. In addition, the mixed-finance development cost Limits. [www.hud.gov/offices/pih/programs/ph/hope6/mfph/]

The selected developer will be required to comply with procurement requirements, relevant regulations, and any other applicable provisions of federal, state, and local laws. The developer must not have any interest that would conflict with the performance of services required by this RFQ or the future CN Plan housing project implementation.

## **4.0 HOUSING PLAN OVERVIEW**

The Housing Plan for Greater Forest Park will be co-created by the Detroit Team and the HIE based on further market analysis, resident engagement and ongoing planning work, but at minimum must include the following:

- Provide a minimum of 201 Replacement Units for occupancy by extremely low-income families (30% of Area Median Income (AMI) or less);
- Provide mixed-income residential at least 20% market rate; and

• Provide for low- and moderate-density multifamily and single-family rental housing along with a consideration of home-ownership units in mixed-income residential communities.

#### 4.1 CN Phase 1 Project

Forest Park Apartment and Diggs homes are the target housing sites for Choice Neighborhoood Planning Grant ("CNPG"). Together, these two developments form the core of the transformative redevelopment opportunity within the Greater Forest Park neighborhood. Forest Park and Diggs are bounded by East Forest Avenue to the north, Russell Street to the East, I-75 to the west, and East Canfield to the south. Both sites were developed to meet critical housing needs; however, they now face significant challenges, including aging infrastructure, physical obsolescence, and limited integration with the surrounding neighborhood.

<u>Forest Park Apartments</u> – owned and operated by the DHC, is one building of 97 units for seniors built in 1971, situated along East Canfield Street.

Diggs Homes – owned and operated by the DHC; comprises twenty-eight buildings of 104 rental units with a mix of three to six-bedroom homes built in 1974.

Forest Park and Diggs are Public Housing properties. The current families residing on-site are the affected population and will be relocated to newly constructed and/or redeveloped units or relocated to comparable units with the right to return to the new redeveloped target site. DHC will serve as the lead entity responsible for redeveloping the site and will retain ownership. The selected respondent to the RFQ will redevelop City and DHC-owned parcels and work with DHC to ensure the successful redevelopment of both target sites.

DHC is seeking a partnership to co-develop a multi-phase development plan that transforms this site and the surrounding neighborhood into a mixed-income development project that complements the activities currently underway or planned in the area. The City envisions a new mixed-income, mixed-use development that will include medium density, affordable, and market-rate rental and consider homeownership units, as well as associated community and open space that will be the center of a major transformation of the Greater Forest Park neighborhood.

The terms and conditions of the Development Agreement for the target site will be negotiated and approved by the Committee and DHC board.

**Phase 1 Project** - As a part of a successful CNI application, the grantees must demonstrate a "Phase 1" project that is fully funded at the time of the application submission to HUD. With the selection of the Forest Park Apartments and Diggs Homes as the Target Housing site for the application, the City and DHC have identified a Phase 1 development site located at 1923 Division Street, within the Eastern Market neighborhood.

This site is intended to include approximately 30-50 units, with 80% of the units affordable to those making 80% or less of the area median income, and 20% at market-rate. This project must pursue 9% Low-Income Housing Tax Credits from the Michigan State Housing Development Authority in April 2026, and the City's HRD intends to offer financial support through its HOME funds to help ensure a successful, fully funded, Phase I project is

achieved. This development site is identified on the map in <u>Attachment III</u> and will play a vital role in fulfilling HUD's requirement for a shovel-ready, mixed-income, mixed-use housing project at the time of application.

1923 Division Street is a vacant parcel located near Eastern Market - a working food market, with a rich history of food manufacturing and retail history. Centrally located near Lafayette Park and Downtown Detroit, the site is on the east side of the Dequindre Cut, a two-mile greenway and the Joe Louis Greenway, a 26-mile greenway connecting several neighborhoods and Eastern Market to the Detroit Riverfront.

The site is adjacent to many new businesses and would provide the ideal setting for a new housing development. It is generally bounded by Alfred to the north, Division to the south, Dequindre Cut Greenway to the west, and St. Aubin to the east. The Property is close to I-75 and I-375 and is two blocks from Gratiot Avenue.

The current zoning of the site is SD2 – Special Development, Mixed-Use. The site was rezoned from M3 – General Industrial District as a result of the Eastern Market Framework Plan, completed in 2019. Through the framework planning process, the City and community stakeholders identified the need for development products that address gaps in the housing stock in and near Eastern Market. 1923 Division emerged as a top development priority for the City given its visibility and proximity to the Dequindre Cut Greenway and ability to serve as a model for future development.

Development on the site is intended to serve as a model of mixed-use residential development that provides active, publicly accessible uses at both the level of the street and the level of the Cut. The development should also provide public access between the street and Cut levels and should provide additional public open space contiguous with the Cut. A massing from the Framework illustrates one option to achieve this.



Mixed-use multi-family residential development illustrated for 1923 Division St, with publicly accessible uses at the level of both the street and the Dequindre Cut.

Zoning: SD2 Acreage: Approximately 0.963 Acres (41,948 sqft)

## **Property Features**

- Close Proximity to Brush Park and Downtown
- Two blocks from Gratiot
- Close proximity to I-75 and I-375
- Close proximity to numerous retailers (partial list):
  - o Eastern Market- Core Market
  - o Anthology Coffee
  - o Floyd
  - o Cutters Bar and Grill
  - o Vivio's
  - o Gratiot Central Market
  - o DeVrie's & Co.
  - o Eastern Market Brewing Co.
  - o Henry the Hatter
  - o Division Street Boutique
  - o SMPLFD
  - o People's Records
  - o Orleans + Winder
  - o Germack
- Close proximity to several food-based processing sites:
  - o Wolverine Packaging
  - o Saad Wholesale Meats
  - o Grobbel Sons, Inc.
- Close proximity to several institutions:
  - o Detroit Edison Public Schools Academy
  - o Detroit Medical Center
  - o College for Creative Studies
  - o Crain's Detroit

#### 4.2 <u>Developer Relationship to Target Site</u>

The developer selected through the partnership with the City's and DHC's RFQ process will be the HIE responsible for the development of 1923 Division, Forest Park Apartments, Diggs Homes, and any other sites identified in the Housing Plan. The HIE is responsible for implementing the Housing component of the Transformation Plan and will ultimately be at-risk to be financially responsible for developing the housing and the long-term asset management of the housing program.

## **5.0 ROLES AND RESPONSIBILITIES**

## 5.1 Detroit Housing Commission Role

DHC is a Co-Lead Applicant of the Choice Neighborhood Planning Grant application and will serve as Co-Developer for the redevelopment of Forest Park Apartments and Diggs Homes. DHC is the Public Housing Authority (PHA) responsible for leading all HUD-related housing redevelopment, compliance, and PHA-specific programmatic responsibilities. As part of its codevelopment responsibilities, DHC will provide project management and oversight support.

## 5.1.2 Public Housing Authority (PHA) Oversight

a. Lead coordination with HUD on all PHA matters

## 5.1.3 Housing Development

a. Serve as a co-developer with DHC for the redevelopment of Forest Park Apartments and Diggs Homes.

b. Oversee relocation, demolition, and phased development activities in accordance with HUD guidelines.

c. Ensure compliance with Section 18, RAD, and other applicable HUD disposition strategies.

d. DHC is the sole owner of Forest Park Apartments and Diggs Homes. Additionally, DHC maintains no existing debt on either the land or structures.

#### 5.1.4 Resident Engagement and Support

- a. Lead coordination with resident councils and facilitate resident involvement in planning and implementation
- b. Ensure relocation planning reflects resident needs and rights under HUD relocation policies.

## 5.1.5 <u>Choice Neighborhood Grant Administration</u>

- a. Co-manage grant funds in alignment with HUD approved budgets and timeline
- b. Monitor and document progress on grant funded activities, including housing, neighborhood, and people strategies.

#### 5.1.6 Procurement and Contract Management

a. Procure and manage consultants, contractors, and service providers related to the housing redevelopment effort.

## 5.1.7 Financial Structuring and LIHTC Application

- a. Lead and support the assembly of development financing including LIHTC, HOME, CDBG, and other public/private funding sources
- b. Serve as a co-applicant for funding applications and underwriting processes
- c. DHC, at their sole discretion, will evaluate the financial resources that will contribute to any or all redevelopment phases, whether self-led development or co-development. DHC has the following GAP sources available to invest in real estate development.
  - i. DHC Transactions Proceeds GAP Funding
  - ii. DHC Grant Capital GAP Funding

- iii. Seller Notes(s)
- iv. LIHTC Deal History, including recent experience with 9% transactions
- v. HUD RAD Conversion Process Expertise
- vi. Philanthropic and P3 Relationships

## 5.1.8 Collaboration and Strategic Partnership

- a. Serve as a joint decision-maker with the City and selected development partner on project milestones
- b. Facilitate collaboration among service partners and stakeholders to ensure alignment with housing and people strategies.

## 5.1.9 Long Term Asset Management

- a. Oversee long-term property and asset management for redeveloped sites.
- b. Ensures sustainability and compliance with long-term affordability and use restrictions

## 5.1.10 Master Developer and Development Partner(s) Oversight

- a. Procurement Approval DHC will monitor the various Master Developer and Development Partner(s)/HIE procurements for the project to ensure they comply with the terms and conditions described in the Master Developer Agreement.
- b. Monitor Master Developer and Development Partner(s)'s/HIE Compliance with Section 3 – the City will monitor the Master Developer and Development Partner(s)'s plans and efforts for reaching Section 3 goals and objectives.

## 5.1.11 Predevelopment Planning

- A. DHC has completed some due diligence and feasibility work to inform strategic predevelopment decision making. Deliverables from CNPG process include a physical needs assessment, existing conditions, and recommendations reports.
- B. DHC is willing to be involved in additional due diligence activities and will assist in coordination with the City, local/state agencies, and other partners.

## 5.2 City of Detroit Role

The City is the Lead Applicant for the CNPG . The Lead Applicant is responsible for overseeing and coordinating all elements of the Choice Neighborhoods Transformation Plan and is accountable to HUD to complete the work proposed in the application, as amended with HUD approval. The City will also serve as the grant manager of CNI Grant funds if awarded.

The City and DHC will select the HIE according to the terms outlined in <u>Attachment I</u>. Please note, the acquisition and conveyance of any City-owned land is subject to City Council approval.

## 5.2.1 <u>General</u>

a. *Lead Applicant* – The City will be responsible for overseeing and coordinating all elements of the Choice Neighborhood Transformation Plan and will be responsible to

HUD to complete the work proposed in the application. To the extent any such documents are within the particular knowledge or responsibility of the HIE or Development Partner(s), the City will expect the HIE and/or its Development Partner(s) to be principally responsible for preparing such documents as the City may direct.

- b. *Manager of Choice Grant funds* As a Lead Applicant, the City will be responsible for allocating Choice Grant funds to all Choice Neighborhood-related activities, ensure adherence to HUD CN policies, regulations, and reporting requirements.
- c. *Transformation Plan Lead* The City has and will continue to lead the Transformation Plan process. This includes communication and management of anchor institutions, Choice Neighborhood partners, community meetings, community stakeholders, City departments, and City representatives.
- d. All Property will be sold "AS IS". Respondents are hereby notified that the City and DLBA have not investigated the environmental conditions of the City-owned property identified for Phase I or any other City-owned sites that may be identified within the Housing Plan. The City makes absolutely no warranty or representation regarding the environmental condition of the City-owned sites.
- e. City Land All City-owned land to be identified through a collaborative planning process led by the Detroit Team.

#### 5.2.2 <u>Predevelopment</u>

The City will support the HIE and DHC to facilitate the following predevelopment activities, as <u>needed:</u>

- a. Zoning approvals.
- b. Site plan approvals.
- c. Public meetings and engagement with community stakeholders.
- d. Construction permits.
- d. Alley vacations and/or easements.

#### 5.2.3 Financing

a. Funding – In development of the Housing Plan and as part of a CNI Grant application, the City anticipates committing some City gap funding (including but not limited to HOME and CDBG) towards CN Housing Plan developments as leverage and to support the viability of the projects. Developments proposed by the HIE will be considered, along with other submissions, as part of the City Housing and Revitalization Department's competitive Notice of Funding Availability (NOFA) process. The use of funds will be consistent with local and federal program regulations.

## 5.2.4 <u>Contract Management</u>

a. Payment Processing – The City may review/approve all payments made utilizing City funding sources. Funding is not guaranteed with this RFQ.

- b. Contract Amendments The City will review all project-related contract amendments and deliverables as outlined in the terms and conditions of the Master Development Agreement for City-owned property. Under the terms of the Choice Neighborhood Grant, changes to any principles of the agreement are subject to HUD approvals.
- c. Approval of Deliverables The City will review City-owned project-related deliverables, including but not limited to design documents, studies, and construction, to ensure compliance with the terms and conditions of the associated contracts and the Master Development Agreement.

#### 5.2.5 Master Developer and Development Partner(s) Oversight

a. Procurement Approval – City of Detroit will monitor the various Master Developer and Development Partner(s)/HIE procurements for the project to ensure they comply with the terms and conditions described in the Master Developer Agreement.

b. Monitor Master Developer and Development Partner(s)'s/HIE Compliance with Section 3 – the City will monitor the Master Developer and Development Partner(s)'s plans and efforts for reaching Section 3 goals and objectives.

c. Inspection by City – The City reserves for itself and its authorized agents the right to enter the property to inspect City-owned property and any work in progress for the purpose of protecting or furthering the City's interest.

#### 5.3 Development Role

The HIE will be a key stakeholder/participant in the Transformation Plan process. The HIE's contributions will be critical to the development and success of a CNI Grant application. Therefore, the City requires the HIE's close participation throughout the Transformation Plan process when developing the Housing Strategy. The HIE is responsible for implementing the Housing component of the Transformation Plan and will ultimately be at-risk and financially responsible for developing the housing and the long-term asset management of the housing program. The HIE will be responsible for ensuring that the redevelopment plan is approved, financed, and implemented in a timely fashion.

Additionally, the selected HIE will be responsible for developing and implementing a redevelopment plan that can meet the needs of current residents and attract mixed-income residents into the community and integrate the new development into the surrounding neighborhood. The HIE will be expected to: assemble and manage a team of qualified individuals, affiliates, subcontractors, and consultants necessary to prepare a viable redevelopment plan for the Target Sites listed in Section 4.1 of this RFQ; assemble the financing necessary to fund the new development; obtain City and DHC approval of redevelopment plans; obtain HUD approval of Development Proposals for any phase using CNI funds; and provide qualified professional project and property management services to operate the development.

The selected HIE will work with the Detroit team to evaluate and consider a variety and mix of possible uses for the site, including, but not limited to, affordable rental and for-sale housing, market rate rental and for-sale housing, as well as related amenities and compatible commercial uses.

Based on selection committee evaluations, the City and DHC may, in their sole discretion, determine that it will be in the best interest of the Forest Park Diggs Community Plan to contract with multiple developers through this solicitation process.

#### 5.3.1 General

- a. Oversee and Implement Redevelopment Efforts Provide the necessary staffing, expertise, supervision, and guarantees to implement all aspects of the redevelopment fully and expeditiously as required by the Master Development Agreement.
- b. Collaborate with DHC on the redevelopment of the new Forest Park Apartments and Diggs Homes, including any relocation, demolition, financing, construction, and occupancy.
- c. Hire and Manage Consultants and Contractors Necessary for Planning and Implementation – The HIE will procure other consultants and/or contractors and coordinate all tasks necessary for the implementation of the redevelopment plan. At a minimum, the HIE will need to procure, oversee and manage all consultants necessary to complete funding applications, master planning, architectural, environmental review, market analysis, geo-technical studies, civil, mechanical and electrical engineering, and any other activities deemed necessary to implement the project by the HIE and DHC.

The HIE will solicit development proposals, as needed, from private for-profit and nonprofit developers for designated properties in the Transformation Plan, if applicable. Analyze various development proposals for feasibility.

- d. Maintain Communication Regarding Project progress with the City, DHC, HUD, all key stakeholders, and the larger public the Detroit Team will establish a regular schedule of team meetings, in which the HIE will participate. Moreover, the HIE will be responsible for submitting monthly progress reports to DHC, in such formats and media as they might direct, detailing project progress and milestones achieved; updated critical path schedule; budget status and projections; Section 3 and other information deemed relevant by the City and DHC.
- e. Develop and Maintain Quality Control Measures The HIE is responsible for ensuring the Project is implemented and managed with the highest quality standards. The HIE will be required to implement quality assurance and control measures to ensure effective performance by all parties in all aspects of the program.
- f. Develop and Maintain a Detailed Development Schedule and Critical Path Schedule Develop and maintain a detailed schedule of events, predicated on financing deadlines that include pre-development activities, construction start, project stabilization, and permanent loan close. Develop a Critical Path Schedule for all phases of construction and lease-up, and stabilization.
- g. Foster Resident Involvement in Project Implementation Facilitate and foster the involvement of public housing and other neighborhood residents in the design and implementation of the redevelopment plans. In cooperation with the City and DHC, keep

residents informed of the status of the revitalization, assist in providing job opportunities for residents during and after implementation, and assist/encourage resident businesses.

- h. Be Responsive to Local Community, Neighborhood, and Governmental Interests Promote and maintain good relations with community and neighborhood groups, and federal, state, and local governments.
- i. Compliance with Laws, Rules and Regulations The HIE will comply with all applicable Federal, State, and local laws, rules and regulations. The HIE will also establish systems and manage all Development Team Members proposed as well as all contractors, consultants and others providing service during the redevelopment effort to ensure their compliance with applicable Federal, State, and local laws, rules and regulations.
- j. Resident/Local Employment and Contracting The HIE shall develop and implement a comprehensive Section 3 Program consistent with the City's Section 3 hiring requirements, as well as meeting other policy objectives aimed at improving the economic circumstances of individuals, households and companies in Detroit. Applicable City of Detroit Executive Orders and applicable City of Detroit Ordinances will apply to this transaction.
- k. Providing evidence that the HIE has the capacity and necessary land use approvals to develop the target sites identified in Part IV of this RFQ prior to the Choice Neighborhoods Implementation Grant submission due date is critical to a successful Choice Neighborhoods Implementation Grant submission. Financial commitments must be firmly committed as of the application deadline.
- 1. To ensure a competitive CNI Grant submission, the HIE will be expected to pursue all necessary steps that pertain to the development of the target sites provided in this request and secure financing for the first phase. The HIE may propose alternative methods for creating a competitive CN housing proposal.
- m. The HIE shall negotiate in good faith to enter into a partnership, joint venture agreement (or similar document, depending on NOFO requirements) with DHC, or its affiliate, for the development of the Forest Park and Diggs site, before the CNI Grant submission and on terms acceptable to DHC or its affiliates, that recognizes that the Forest Park Apartments and Diggs Homes is the target site for redevelopment of Detroit's CNI Housing Program.
- n. The HIE will be expected to pursue all necessary steps that pertain to the development of the off-site parcel identified in this request and secure funding in compliance with the CNI NOFO yet to be released. The City and DHC requires the Developer to determine the approach to establishing agreements (and related documents) with the partners in the CNI that assures all standards of mixed-finance development are taken into consideration, and as the Housing Implementation Entity, long-term control mechanisms that the Developer will have on each phase.

#### 5.3.2 Planning / Pre-Development:

- A. Prepare Feasibility Assessments, Market Analyses, and Appraisals The HIE will manage the preparation of the feasibility assessments and appraisals necessary to develop a viable redevelopment approach.
- B. Prepare Redevelopment Plans In consultation with the City and DHC, the residents, the community, and other interested stakeholders, refine the plan for redevelopment consistent with program goals acceptable to the City, HUD, and the community.
- C. Obtain Environmental Clearances In collaboration with the City and DHC, procure the consultants and prepare the necessary documents to obtain environmental clearances from all interested agencies, including HUD environmental review approval under 24 CFR Part 50 or 58, as applicable.
- D. Plans and Specifications The HIE will be responsible for the preparation of all construction Plans and Specifications necessary to implement the construction of the project. Plans and Specifications must comply with the requirements of all permitting and regulatory entities. Plans and Specifications must also be comprehensive and must meet or exceed industry standards of quality and energy efficiency. Plans and Specifications must also be of the highest quality so that construction change orders and disputes are minimized. All Plans and Specifications will be subject to review and approval by HUD, the City, and DHC.
- E. Incorporate Resident and Community Feedback In the development and execution of the Housing Strategy, utilize Resident Needs Assessment data and community meeting feedback to develop a responsive plan that meets the needs of Forest Park Apartments and Diggs Homes.

#### 5.3.3 Financial and Leveraging Capacities:

- A. Produce an Overall Financing Plan Produce an attainable financing plan for the overall redevelopment effort. The financing plan will reflect the goals of the master plan and/or Transformation Plan. The financing plan must demonstrate a sensitivity and approach to using public funds most efficiently, maximizing leveraging of HUD, PHA, or multifamily funds, and other funding to the greatest extent possible. If a Choice Grant is received, the overall financing plan will be developed in conjunction with the Choice Neighborhoods' Transformation Plan and market analysis. The financing plan must demonstrate feasibility with or without a Choice Grant.
- B. HUD Mixed-Finance Development Proposal and Calculator For any phase of housing that proposes to use Choice Funds, populate the required information necessary for HUD's Mixed-Finance Development Proposal (50157) and Calculator (50156) and the related documents (i.e., rental terms sheets, operating proformas and sources and uses budgets, and other HUD checklist items) required to obtain HUD approval of the project. Should the use of project-based vouchers be proposed, provide all information required to be submitted in conjunction with the required Subsidy Layering Review.
- C. Financing Application(s) Under the Master Development Agreement, will be required to pursue diligently and use best efforts to obtain all financing necessary to implement the

redevelopment plans in a timely fashion, which may include, but not be limited to: tax credits; tax-exempt bonds; federal, state and local funds; and private debt.

- D. Maximize the Leveraging of Public and Private Resources Maximize the leveraging of public and private resources by pursuing all reasonable sources of financing and utilizing a variety of partners and partnerships. Take full responsibility for securing all financing sources in a timely fashion. Coordinate discussions and negotiations with financial institutions and private partners.
- E. Obtain Equity Investment Using an open and competitive process, obtain equity financing commitment with the best terms currently available as required by the Master Development Agreement and subject to the City's and DHC's approval.
- F. Guarantees In accordance with the Master Development Agreement, provide all guarantees required for the successful financing of the redevelopment effort, including completion guarantees, operating deficit guarantees, tax credit adjuster or recapture guarantees, and guarantees of performance under the Agreement.
- G. Operating Feasibility As required in the Master Development Agreement, structure such reserves and other devices as will reasonably guarantee the long-term operating feasibility of the Project, utilizing no more subsidy than committed (as applicable and/or concerning replacement public housing units, under a Choice Grant).
- H. Accounting/Financing As to be provided for in the Master Development Agreement, maintain accounting records and ensure Project financing is available at the appropriate time.

#### 5.3.4 Phasing and Implementation:

- A. The Phasing Strategy must identify the goals of building a minimum of units that will be identified in the Residential Market Analysis in the first five (5) years.
- B. Upon selection of a successful HIE Respondent will work with the City, DHC, and Planning Consultant to a draft phasing strategy for the Housing Plan.

#### 5.3.5 Construction:

A. Hire Qualified General Contractors and Oversee Construction Activities – The HIE will create and implement a competitive process for selecting the most qualified General Contractor. All such entities must have Michigan Residential Builders licenses and otherwise be licensed/authorized to do business in Michigan. During construction, the HIE shall provide oversight and management of construction activities by coordinating with all development team members and attending job-site meetings to ensure the expeditious implementation of construction activities. As regular onsite construction monitoring is critical to the success of the project, the HIE must have a full-time onsite presence during the term of construction.

B. Facilitate Necessary Site Improvements – According to the Agreement, the HIE shall initiate and complete site work and infrastructure construction in collaboration with the DHC, City, local and regional public utility agencies and other private utilities.

#### 5.3.6 Ownership and Asset Management:

- A. Organize Ownership Entity Upon completion of the redevelopment plan and its acceptance by the DHC and City, the selected HIE will be expected to organize an ownership entity and structure approved by the DHC and City and the requirements of other financing entities for each development phase as proposed to be developed on the Forest Park and Diggs site and all off-site replacement units.
- B. Ensure the Short- and Long-Term Viability of the Redeveloped Project The HIE shall develop and implement marketing, re-occupancy, asset, and property management plans that will ensure the short- and long-term viability of the Project.
- C. Market and Lease-up the Rental Units The HIE shall create and implement a marketing and lease-up strategy for the rental units to ensure that stabilized occupancy is achieved in compliance with all applicable financing and land use agreements. Such a strategy will accommodate families on DHC properties eligible for waitlists and comply with posting via Detroit Home Connect.
- D. Manage the Redeveloped Project The HIE and DHC are responsible for the management of all components of the redeveloped sites to ensure compliance with all funder and HUD requirements, and all applicable laws and regulations on the development.

## 6.0 SUBMISSION REQUIREMENTS

## 6.1 Cover Letter

Respondents should provide a 1-2 page cover letter that includes the following:

- a. Summary of key information about the firm and its qualifications.
- b. Description of the Team Members and other affiliates, subcontractors, or consultants proposed for this engagement.
- c. Contact information for the primary contact person, including email/phone number.

## 6.2 <u>Development Team Description</u>

Provide general information regarding the lead respondent and the proposed development team members for the HIE, including the following:

- a. Name of Respondent, point of contact, address, telephone and e-mail address.
- b. Description of the Respondent size, number of employees.
- c. Description of type, location, scheduled completion date and dollar value of projects currently in the process of being developed by the Respondent.
- d. Name of each development team member proposed, their role in the project, point of contact, address, telephone, and e-mail address.
- e. Provide an organizational chart of the development team. All entities that comprise the team must be identified.
- f. Indicate whether the Respondent or any team member has ever been terminated from a contract, and if so, describe the circumstances.
- g. Indicate whether the Respondent or any team member has ever sued or been sued by a client, and if so, describe the circumstances and the outcomes.
- h. Describe how the Respondent proposes to ensure each proposed team member with an identity of interest will provide the highest level of services to the project at a cost that would be equal to or below that which could be obtained on the open market.

#### 6.3 <u>Respondent and Proposed Team Experience</u>

- a. Provide a summary of the Respondent's experience in the development of mixedincome/mixed-finance projects comparable to what is requested in this solicitation.
- b. Provide details of the Respondent's three most recent and appropriate experiences for mixed-finance developments. For each project, provide the following information:
  - i) Housing Authority or Housing Agency (Public Housing Partner) Name and contact information, and identified Point of Contact
  - ii) Summary of each Project including acreage, unit mix, funding sources, and uses,
  - iii) Summarize approach to design management, construction management, leasing and/or sales, and current operations and management of the projects;
  - iv) Key milestone dates achieved, including execution of MDA, financial closing(s), construction start(s), construction completion(s), and achievement of 97% occupancy.

- v) Summarize the approach and strategy to engage the community and impacted residents of the target site;
- vi) Describe the project team including; developer, architect, property manager, etc.
- vii) Developer and other fees split with public housing partners.
- viii) Section 3 goals and achievements.
- ix) Percentage of development and construction contract dollars awarded to Section 3 businesses.
- x) Provide a description of each proposed team member's prior experience with projects of similar scope and size.
- c. Provides an example of a significant issue and the resolution, how long it took to resolve the issue and the timeline for implementation of the resolution.
- d. Provide a summary of the Respondent's experience with HUD HOPE VI, RAD, HUD's CNI Grant Program and other federally funded housing development programs.
- e. Detail the Respondent's approach to managing tight timelines and ensuring coordinated responses from the team of consultants (architectural, environmental, engineering, financial, legal etc.) critical for phases to reach financial closings

#### 6.4 Key Staffing

Provide information on key staff of the proposed HIE development team members, who would be integral to the redevelopment effort, including:

- a. Roles Describe the roles of each of the proposed key staff of the Lead Developer and development team members who would be integral to the redevelopment effort.
- b. Availability Provide a list of assigned projects currently underway or scheduled to begin in the next year and their planned completion dates.
- c. Resumes Provide a resume for all principals of the Development team and each of the key staff members proposed.

## 6.5 <u>Ownership and Management of Properties</u>

The Respondent must provide the capacity of an experienced property management firm for the management and operations of the development(s). Include experience operating mixed-income developments, specifically units for extremely low-income units with market-rate (unrestricted) units.

#### 6.6 Financial Capacity and Leveraging Capacity

a. Provide three consecutive years of the Respondent's most recently audited or Certified Public Accountant prepared financial statements from each member of the HIE who will be providing any guarantees in connection with the development and operation of the project. The statements must include an Income Statement as well as a Balance Sheet showing assets, liabilities and net worth of the entity. Financial statements should be placed in a separate sealed envelope marked "Confidential."

**Please Note:** While the City and DHC will seek to keep such information confidential, all information provided in response to this solicitation is subject to State of Michigan FOIA requirements/laws.

- b. Provide a statement indicating who on the Respondent's team has provided guarantees in connection with past and current development and operation of the development project, and indicate how the Respondent has honored financial guarantees. The statement should include more than a reference to the Financial Statements.
- c. Describe experience with LIHTC and other affordable housing financing/funding instruments, including FHA mortgage insurance programs, HOME, HOPE VI, Public Housing, and project-based Section 8. Demonstrate that the Respondent has the experience, knowledge and business relationships necessary to obtain the financing for HUD mixed finance projects. Additionally, describe a successful experience in any of the following areas:
  - Prior role as a Master Developer or HIE in a planned redevelopment district
  - Development of mixed-use projects with housing and commercial components
  - Work in historic districts or with historic tax credits
  - Successful implementation of innovative programs or designs in affordable housing.
- d. Describe how the Respondent has pursued financing for redevelopment efforts and leveraged local and federal resources (including land and HUD grant funds). Identify the various funding sources that are appropriate for creating mixed-income developments and the developer's experience obtaining LIHTC awards in Michigan.
- e. Share the Respondent's approach to ensure project costs are in line with comparable local developments and experience with implementing that approach to keep a recent project on track for a timely construction start.

#### 6.8 Section 3 Experience Compliance Plan

a. Describe the Respondent's prior experience providing employment and contracting opportunities for Section 3 Residents and businesses.

- b. Provide the Respondent's experience developing a Section 3 plan and the results of the plan's implementation. If the plan was changed mid-project, please include why and if the changes resulted in the anticipated results.
- c. Provide the Respondent's experience assisting with the creation and utilization of Section 3 businesses.
- d. Provide the Respondent's experience maintaining data and accurate reporting comparable to information required for annual HUD's CNI Section 3 Contract, Hires and Staff Hour data elements.

#### 6.9 CNI Understanding

- a. Describe the primary obstacles your team anticipates in submitting a successful CNI application and how you would collaborate with the City and DHC to address them.
- b. Describe the primary obstacles your team anticipates for the successful completion of CNI and the approaches you would undertake to manage these obstacles.
- c. Describe the team's approach to incorporate HUD's best practices for the design of Choice Neighborhood's housing projects
- d. Describe the team's strategy for successfully delivering housing phases that incorporate a minimum of 20% market rate units and are competitive candidates for common affordable housing financing mechanisms

#### 6.10 <u>References</u>

Provide a list of at least three (3) but no more than six (6) past or current partners for projects where the proposed Team has demonstrated capacity in all or some of the areas and programs within the Project Experience section. The list should include the name and location of the project; the role of the Developer or Team member firm in the project, and the name, email address, and telephone number of the person most familiar with the work performed.

#### 6.11 <u>Forms</u>

The respondent shall complete and include with this submission all forms attached and/or required to be attached hereto and throughout this RFQ, including but not limited to: HUD Form 5369-C, HUD Form 5370-B, HUD Form 5370-C Section I, HUD Form 2530, etc. (See links of Page 41).

**6.12** Each submission will be evaluated based on the Evaluation and Scoring Criteria contained in the following table:

Scoring Criteria	Max Scoring
A. Quality and Experience of Development Team	50

A. 1 Cover Letter and Development Team Description	15
A. 2 Strength of the Proposed Development Team's Experience	15
A. 3 Strength of the Property Management Model	10
A. 4 Financial Capacity and Leveraging Capacity	10
B. Resident, PHA, and Community Involvement	10
B.1 Resident and Community Engagement	5
B.2 Section 3 and Compliance Plan	5
C. Development Vision and Design Strength	15
D. CNI Experience and Understanding	25
E. Total	100

## 7.0 SUBMISSION PROCESS

### 7.1 RFQ Contact

Dr. Kya Robertson Public-Private Partnerships Specialist Housing & Revitalization Department 2 Woodward Ave., Suite 908 Coleman A. Young Municipal Center Detroit, MI 48226 PublicPrivatePartnerships@detroitmi.gov

#### 7.2 <u>RFQ Schedule</u>

RFQ issued: July 16th, 2025

Pre-Submission Conference: July 31st, 2025

**Questions due: August 6<sup>th</sup>, 2025** All questions must be submitted via email: PublicPrivatePartnerships@detroitmi.gov.

Response to questions: August 8th, 2025

**Submittals due:** September 1<sup>st</sup>, 2025 (5:00 pm Eastern Standard Time) *Any submissions received after the deadline will be considered non-responsive.* 

Selection of shortlist candidates: September 12th, 2025

**Interviews:** September 15<sup>th</sup>-19<sup>th</sup>, 2025 Submitting a response to this RFQ does not guarantee an interview. All candidates that are chosen to be interviewed will be contacted by the Committee to schedule exact date and time. Interviews will be held via "Microsoft Teams".

**Final Selection/Recommendation:** September 29<sup>th</sup>, 2025 *City reserves the right to extend this date as necessary.* 

#### 7.3 Submission

Submissions must be in an 8.5x11 (submissions no larger than 11x17) PDF format via e-mail to PublicPrivatePartnerships@detroitmi.gov. Proposals must be received by email no later than 5:00 PM Eastern Standard Time on **September 1<sup>st</sup>, 2025**. The burden of proof to establish timely filing of a proposal shall be solely upon the entity or person submitting the proposal. It is the respondent's obligation to ensure the required submission arrives in a timely manner to the specified email address. Any submission that is not properly marked, addressed, or delivered to the submission email address, in the required form, by the required submission time will be ineligible for consideration.

Once received, submissions will not be returned. Formal communication, such as requests for clarification and/or information concerning this solicitation shall be submitted by e-mail to PublicPrivatePartnerships@Detroitmi.gov.

All expenses involved in the preparation and submission of the response or any work performed in connection therewith shall be assumed by the development team. No payment will be made for any responses received, nor for any other effort required of or made by the development team prior to the commencement of work.

All information in a Respondent's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Freedom of Information Act).

#### 7.4 Evaluation and Award Process

The DHC and City reserve the right to cancel this RFQ or to reject, in whole or in part, any and all submissions received in response to this RFQ upon its determination that such cancellation or rejection is in the best interest of the City. The DHC and City further reserves the right to waive any minor informality in any submissions received, if it is in the public interest. The decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFQ, shall be at the DHC and City's absolute sole discretion.

Qualifications received in response to this solicitation may be evaluated using the evaluation criteria outlined below. During Stage I of the evaluation process, firms will be evaluated and scored by a Selection Committee based on the Evaluation Criteria as described at the end of this section. The DHC and City may decide to enter into negotiations with the highest-ranked firm at this point or, at the DHC and City's sole discretion, they may initiate a Stage II process.

During Stage II of the evaluation process the DHC and City will allow the respondent, who the DHC and City have determined has a reasonable chance of being selected, to provide a presentation of the respondent's experience and capabilities and to clarify any questions the Selection Committee may have about their firm. After completion of Stage II interviews, the Selection Committee will re-evaluate each of the Stage II firms. The DHC and City will then enter into negotiations with the highest-ranked firm from the Stage II evaluation.

If an agreement cannot be negotiated with the highest scoring respondent, negotiations will be terminated. The DHC and City will then initiate negotiations with the next highest-ranked respondent. This procedure will continue until a mutually satisfactory contract has been negotiated.

The DHC and City reserve the right to make no award or decline to enter into negotiations should it believe that no respondent to this RFQ will be capable of delivering the necessary level of services with acceptable terms and/or time period. The DHC and City further reserve the right to forego Stage II of the evaluation process and enter into negotiations with the highest ranked firm from Stage I of the evaluation process.

## SUBMISSION AND CONTENT QUALIFICATIONS

Submittals must be made in strict accordance with the requirements of this RFQ. Following the evaluation of qualifications and approval by the City and DHC, the respondents who are found to be responsive to the RFQ will be ranked.

An informational Meeting with potential developers will be scheduled between <u>September 15<sup>th</sup>-</u><u>19<sup>th</sup>, 2025</u>.

All qualifications must be received no later than <u>September 1<sup>st</sup>, 2025</u>, All qualifications will be valid for 90 days.

Submit qualifications to the following addresses: PublicPrivatePartnerships@detroitmi.gov

Please cc the following on your email: Robertsonkya@detroitmi.gov Hardyt@dhcmi.org

All qualifications will be considered as they are construed by DHC reserving the right to reject any materials and the right to request oral presentations of all or some of the proposers. DHC requests that information be succinct. After reviewing the qualifications, additional information may be requested from the City or DHC.

#### 1. AMENDMENTS TO THE RFQ

The City and DHC reserves the right to cancel or revise in part or in its entirety this RFQ, including, but not limited to, the selection schedule, the submittal date, and the submittal requirements. The City and DHC reserves the right to reject any and all qualifications and to waive minor irregularities. The City and DHC further reserves the right to seek new qualifications when doing so is reasonably in the best interest of DHC target sites.

All prospective respondents will be notified by written addendum if the City or DHC cancels or revises this RFQ.

#### 2. PROCUREMENT PROCESS

A selection panel of the Detroit Team will review all qualifications. The selection panel will evaluate and score submittals. The DHC Board of Commissioners shall be sole judge as to evaluation and final ranking of submittals. Based on the evaluation and ranking, interviews may be conducted with selected proposers.

#### 3. AWARD(s)

It is anticipated that the top-ranked respondent(s) will be interviewed (at the Detroit Team's discretion). The final selection of pre-qualified respondents will not create a binding contract

or obligation on the part of DHC to enter into a Development Agreement or any other agreement with any of the pre-qualified respondents.

## 8.0 GENERAL CONDITIONS

#### 8.1 Conflict of Interest

- a. The respondent warrants that to the best of its knowledge, belief and, except as otherwise disclosed, it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:
  - i) Respondent may have an unfair competitive advantage; or
  - ii) The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the Statement of Qualifications submission.
  - a. The respondent agrees that if, after award, he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he, she or it, shall make an immediate and full disclosure in writing to the General Manager-Purchasing. This shall include a description of the action, that the respondent has taken or intends to take to eliminate or neutralize the conflict. The City may, however, disqualify the respondent or, if a contract has been entered into with the respondent, terminate said contract, in its sole discretion.
  - b. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to the General Manager-Purchasing, the City may disqualify the respondent.
  - c. The provisions shall be included in all subcontracts and consulting agreements wherein the work to be performed is like the service provided by the respondent. The respondent shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
  - d. No member of or delegate to the U.S. Congress or DHC Board shall be allowed to share any part of the contract awarded under this solicitation or to any benefit that may arise therefrom. This provision shall be construed to extend to any contract made with the successful respondent.
  - e. No member, officer, or employee of the City or DHC, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the City or DHC was activated, and no other public official of such locality or localities who exercises in any respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.

- f. No member, officer or employee of the respondent selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring, managing or overseeing.
- g. The City and DHC reserves total discretion to determine the proper treatment of any conflict of interest disclosed under Section 9.1.

### 8.2 Cost of Preparing the Statement of Qualifications

All costs incurred, directly or indirectly, in response to the Request for Qualifications shall be the sole responsibility of and shall be borne by the respondents.

#### 8.3 Statement of Qualifications Tabulations/Notification

#### **Submitting Process**

After the award is made, a list of firms submitting qualifications will be posted for review by interested parties on the ninth floor of the Coleman A. Young Building, located in the Housing Revitalization Department (Suite 908). The list will be posted for ten (10) days. The list will be furnished upon written request only and will not be provided by telephone. A self-addressed, stamped envelope must be included with the written request. Each unsuccessful vendor will be notified in writing promptly upon award. The notice shall identify the successful firm. Links to all submissions will be notified in writing promptly upon award. The notice shall identify the notice shall identify the Developer.

## 8.4 Form of Contract

The acceptance of the proposed Developer's offer for the services specified herein will be made by issuance of a duly authorized Development Agreement prepared by the DHC. Vendors are cautioned to make no assumptions or accept any representations by a representative of DHC concerning the award until a Development Agreement is negotiated and executed.

#### 8.5 Government Restrictions

In the event any governmental restrictions may be imposed, which would necessitate alteration of the material, quality, workmanship, or performance of the goods or services offered., it shall be the responsibility of the successful firm to immediately notify the City and DHC in writing specifying the regulation that requires alteration. The City and DHC reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the agreement at no expense to the City or DHC.

#### 8.6 <u>Non-Conformance to Conditions/Specifications/Scope of Services</u>

Services will be inspected for compliance with specifications. Services not conforming to specifications may not be accepted at the firm's expense. Services not provided in accordance with the Scope of Services may result in the firm being found in default. In the event of default, all procurement costs may be charged against the firm. Any violations of these stipulations may

result in the firm's name being removed from the City's and DHC's Statement of Qualifications mailing list.

### 8.7 Assignment or Transfer

The successful firm shall not assign or transfer any interest in the contract, in whole or part, without the written approval of DHC. Claims for sums of money due, or to become due from DHC pursuant to the contract, may be assigned to a bank, trust company, or other financial institution. The City and DHC is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting is attempted in the absence of the firm obtaining the City's or DHC's prior written consent.

#### 8.8 Availability of Records

The Comptroller General of the United States, the HUD, the City, DHC, and any duly authorized representative of each, shall have full and free access to, and the right to audit and to make excerpts and transcripts from, any and all pertinent books, records, documents, invoices, papers and the like, of the vendor, or in the possession of the firm, which shall relate to, or concern the performance of the contract.

#### 8.9 Patents – Licenses and Royalties

The successful firm shall indemnify and save harmless DHC, the DHC's commissioners, employees, the City and their employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or not patented invention, process or article manufactured or used in the performance of the Development Agreement, including its use by DHC. If the vendor uses a design, device or material covered by letters, patent or copyright and understood that the proposal prices shall include all royalties or costs arising from the use of such design, device or materials involved in the work. Further, all residual rights to Patents, Licenses and Royalties (e.g. software and license to sue same purchased) shall revert to DHC at the end of the Agreement.

#### 8.10 Permits and Licenses

The successful firm shall obtain all permits and licenses that are required for performing its work. The firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The firm will hold the City and DHC harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the firm.

## 8.11 <u>Taxes</u>

The successful firm is responsible for all state and federal payroll and/or social security taxes. The firm shall hold DHC harmless in every respect against tax liability.

#### 8.12 Advertising

In submitting a Statement of Qualifications, the firm and their consultants agree not to use the results as a part of any commercial advertising.

#### 8.13 Insurance

a. Insurance – The selected firm shall maintain at its expense during the term of the Contract the following insurance.

ТҮРЕ	AMOUNT NOT LESS THAN
Workers' Compensation	Statutory Limits Mandated by Law
Employers' Liability	\$1,000,000 Each Accident
	\$1,000,000 Disease Each Employee
	\$1,000,000 Disease Policy Limit
Commercial General Liability	\$1,000,000 Each Occurrence
	\$1,000,000 Personal/Advertising Injury
	\$2,000,000 General Aggregate
	\$2,000,000Products/Completed Operations
Automobile Liability	\$1,000,000 Combined Single Limit
Covering any auto including owned, hired and non- owned vehicles	
Umbrella/Excess Liability Providing excess limits over	\$4,000,000 Each Occurrence
the Commercial General Liability, Auto Liability and Employers' Liability policies	\$4,000,000 Aggregate
Professional Liability (Errors and Omissions)	\$3,000,000 Any One Claim
Commercial Crime Including 3rd party coverage, &	\$5,000,000 Each Loss
covering property including money and securities	
Cyber and Privacy Liability Including Employee	\$5,000,000 Each Claim
Privacy and Security Breach	

The City and DHC shall be named as additional insured on all policies.

b. Waiver – The selected firm shall not hold the City and/or DHC liable for any personal injury incurred by their respective employees, agents or consultants, contractors or subcontractors while working on this Project. The firm agrees to hold the City and/or DHC harmless from any such claim by its employees, agents, consultants, contractors or subcontractors, unless a Court having jurisdiction finds there is gross negligence of an employee of the City or DHC while acting within the scope of their employment.

c. Qualification – The insurance company covering the firm must be licensed to do business in the State of Michigan and have a Best's Guide rating of "A+" or higher.

#### 8.14 Proof of Liability Insurance

The successful firm shall furnish to DHC a certified copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force for the entire duration of the Development Agreement with DHC. The City and/or DHC must be listed as an additional insured.\* (Note any requirements for City of Detroit as additionally insured are only applicable with the award of the Choice Grant).

#### 8.15 Standards of Conduct
The successful firm shall be responsible for maintaining satisfactory standards of its employee's competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.

#### 8.16 <u>Removal of Employees</u>

The City and/or DHC may request the successful firm to immediately remove from assignment to the City or DHC and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

a. Neglect of Duty.

b. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.

c. Theft, vandalism, immoral conduct or any other criminal action.

d. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol or illegal substances while on assignment at the City.

### 8.17 <u>Supervision</u>

The successful firm shall provide adequate competent supervision at all times during the performance of the Development Agreement. To that effect, a qualified consultant and one or more alternates shall be designated in writing to DHC prior to contract start. The firm or his designated representative shall be readily available to meet with the DHC personnel. The successful firm shall provide the telephone numbers where its representatives can be reached.

### 8.18 Performance Evaluation Meeting

The selected firm shall be readily available to meet with representatives of the Detroit Team weekly the first month of the contract and as often as necessary to resolve any and all performance problems identified at these meetings.

### 8.19 Disputes

a. *Issues Causing Protest* – Any respondent which disputes the reasonableness, necessity, or competitiveness, of the terms and conditions of this solicitation or who has been adversely affected by a decision concerning a notice of intended or actual award, may file a written notice of protest with the contact person listed in the solicitation.

b. *Filing the Protest* – The respondent must first advise the contact person listed in the solicitation in writing within 48 hours after receipt of the bid solicitation or intended or actual notice of award of his intent to file a formal written notice with the contact person listed in the solicitation.

c. *Content of Formal Written Notice* – Providing a formal, objective means for offerors to receive an unbiased hearing of their concerns is critical to preserving the integrity and

confidence in the Public Housing Authority's procurement operations. Therefore, Public Housing Authority shall have written procedures for handling of protest should contain the information that follows:

i) The name and address of the respondent filing the protest and an explanation of how his substantial interests have been affected by the bid solicitation or by the City's notice of intended or actual award.

ii) A statement of how and when the respondent filing the protest received notice of the bid solicitation or notice of intended or actual award.

(iii) A statement of all issues of disputed material fact. If there are none, the protest must so indicate.

iv) A concise statement of the ultimate facts alleged, as well as the City's policies, which entitle the respondent filing the protest to relief.

v) A demand for relief that the respondent deems themselves entitled.

vi)Any other information which the respondent contends is material.

d. *Response to Protest* – Upon receipt of a timely filed Notice of Protest and meeting the above requirements, the solicitation process, or award process will be stopped until the protest is resolved. The Executive Director, with the Division Director's recommendation, if deemed necessary, may set forth in writing particular facts and circumstances which require continuance of the solicitation process on an emergency without the above-mentioned delay to avoid material increased costs or immediate or serious danger to health, safety or welfare. This written documentation will specifically detail the facts underlying the Executive Director's decision and will constitute final agency action.

e. *Informal Resolution* – Upon receipt of the formal written notice of protest or intent to protest, the Review Team must attempt to resolve the protest on an informal basis. The Review Team will have seven (7) days after receiving the formal written protest to resolve it through mutual agreement. If the protest is not resolved by mutual agreement within the required time, the formal written protest will be referred to the Executive Director.

f. *Resolution* – The Executive Director may request such information pertaining to the matter as he/she deems appropriate. Within seven (7) days of the date that the formal written protest is referred to him/her, the Executive Director will notify the Respondent making the protest his/her decision.

### 8.20 Federal, State and Local Reporting Compliance

The firm shall provide such financial and programmatic information as required by DHC to comply with all Federal, State, and local law reporting requirements.

### 8.21 Nondiscrimination

The firm agrees that it will abide by City ordinances and State laws incorporated by reference herein. (See Attachment I)

### 8.22 Section 3 Clause

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development. All statements of Qualifications must also include a Compliance Plan for Section 3 requirements.

### 8.23 Project Personnel

Except as formally approved by the City and DHC, the key Statement of Qualifications shall be for the individuals who will complete the work, at the proposed levels of effort. Changes in staffing must be proposed in writing to the City and and DHC for approval.

### 8.24 Notices

All written notices required to be given by either party under the terms of the contract resulting from the contract award shall be addressed to the firm at their legal business residence as given in the contract. Written notices to the City shall be addressed as provided in the contract.

### 8.25 Cancellation

Regardless of any default, DHC may also at any time at its discretion cancel the Development Agreement in whole or in part. In the event of cancellation, the Firm shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as shall be indicated in the contract.

### 8.26 Laws

The Development Agreement shall be governed by the laws of the State of Michigan and applicable federal law.

### 8.27 Contract Documents

Written contract documents will be prepared by DHC. Modifications may be adopted based on final negotiations and specific requirements of the Development Agreement under this RFQ.

### 8.28 <u>Travel</u>

All travel and miscellaneous expenses will be borne by the firm.

### 8.29 Holidays

Each year, the City and DHC observes the following Holidays. No service will be performed on these dates unless specifically approved by the City or DHC in writing.

- New Year's Day
- Good Friday
- Juneteenth
- Independence Day
- Veterans Day
- Day after Thanksgiving
- Christmas Day
- M.L. King's Birthday
- Memorial Day
- Labor Day
- Thanksgiving Day
- Christmas Eve
- New Year's Eve

### 8.30 Contract Award

The Development Agreement for the selected Developer/Development Team for the Forest Park Diggs Community Planas requested in the RFQ document, will be subject to the approval of the U.S. Department of HUD.

### 8.31 Freedom of Information Act Requests

To ensure that a competitive process is maintained throughout the process of evaluating proposals, any proposer who requests a copy of the proposals of other proposers before the Lead Applicant awards the contract shall be deemed ineligible for further consideration for award under this RFQ.

### ATTACHMENTS

Attachment I - Form of Certification of Agreement Attachment II – Detroit Choice Neighborhood Site Map and Property Ownership Map Attachment III – Phase I Map and Example Renderings Attachment IV – Best Practices: Design of Choice Neighborhoods Housing Projects Attachment V - City of Detroit's P&DD Guiding Principles of Design

### RESOURCES

24 CFR Part 905 subpart F HUD Cost Controls and Safe Harbor Standards Fair Housing Laws & Presidential Executive Orders MSHDA-Std. of Design HUD FORMS: <u>HUD 5369-B</u>, <u>HUD 5369-C</u>, <u>HUD 5370-C</u>, <u>HUD 2530</u>

## ATTACHMENT I

#### GREATER FOREST PARK CHOICE NEIGHBORHOODS IMPLEMENTATION PARTNERSHIP CERTIFICATION OF AGREEMENT

THIS CERTIFICATION AGREEMENT ("Agreement") is entered into by and between the City of Detroit ("City"), acting by and through its Housing and Revitalization Department and its Planning and Development Department; and a joint venture agreement between The Detroit Housing Commission ("DHC") and \_\_\_\_\_\_("TBD"), a \_\_\_\_\_\_ not-for-profit corporation with headquarters in \_\_\_\_\_\_, and \_\_\_\_\_("TBD"), a [Michigan] Corporation.

WHEREAS, the United States Department of Housing and Urban Development ("HUD") has established the Choice Neighborhoods Implementation ( "CNI"), a competitive grant program that allows local communities to leverage up to \$50,000,000 in federal funding to support the transformation of a locally planned and geographic area inclusive of an existing, publicly-assisted housing site into a vibrant, mixed-income, and mixed-use community through the implementation of a Transformation Plan (the "Transformation Plan"); and

WHEREAS, the City and DHC plans to submit a CNI grant application ("Application") in September 2027 to HUD to support implementation of this Transformation Plan, pursuant to HUD's 2026 CNI Notice of Funds Opportunity ("NOFO"); and

WHEREAS, the City, DHC and their planning partners have undergone a comprehensive local planning process and have developed the Transformation Plan to serve as a neighborhood development and revitalization strategy for a section of Detroit that encompasses the Forest Park Apartments and Diggs Homes in the Forest Park Neighborhood; and

WHEREAS, the Transformation Plan will serve as the guiding document for the City's and DHC's Application and any subsequently awarded CNI Grant ("CNIG") funds pursuant to the NOFO; and

WHEREAS, the City or DHC will serve as the Lead Applicant for the CNI Grant; and

WHEREAS, \_\_\_\_\_\_ is an experienced affordable housing developer with strong local knowledge and demonstrated ability to successfully operate affordable housing developments in Detroit. DHC is the owner of Forest Park Apartments and Diggs Homes, the CNI Target Housing site ("Target Housing site") for the, and will be the co-developer for the Phase 1 project identified as 1923 Division Street; and

WHEREAS, \_\_\_\_\_\_\_ specializes in mixed-income, mixed-finance residential real estate development and management of quality apartments for individuals, seniors and families of all incomes, as well as providing community and supportive services. \_\_\_\_\_\_ has partnered with community organizations, public entities or agencies, and small businesses nationwide to work together as neighborhood catalysts to develop housing for families and seniors; and

**WHEREAS**, \_\_\_\_\_\_ and DHC (together known as the "JV") and have executed a Joint Venture Agreement (the "JV Agreement") and will serve as the Housing Implementation Entity responsible for implementing the Housing Strategy in the Transformation Plan; and

WHEREAS, the City, DHC and \_\_\_\_\_\_ shall be referred together herein for purposes of the CNIG as "Principal Team Members"; and

WHEREAS, the JV wish to outline their respective responsibilities as it relates to the implementation of the Transformation Plan in the Application;

**NOW THEREFORE**, the parties agree as follows:

- I. Basic Commitments of the Parties. The parties acknowledge the following:
  - a. They have reviewed the NOFO and related guidance from HUD;
  - b. They have participated in the preparation of the Transformation Plan and of the Application;
  - c. They are fully committed to the goals and requirements of the NOFA, the Transformation Plan, the Application, and this Agreement and agree to take all actions necessary and reasonably under their control to effectuate the requirements of the CNIG, if the City is awarded one, in accordance with the HUD requirements;
  - d. They are fully committed to work collaboratively throughout the entirety of the CNIG if such a grant is awarded to the City and a Subsequent grant Agreement is entered into with HUD;
  - e. They intend for this Agreement to conform to and satisfy all the requirements of the NOFA. In the event of any inconsistency between the NOFO and the provisions of this Agreement, or in the event of a failure to include a provision necessary to satisfy the NOFO requirements, this Agreement may be amended to incorporate a provision to satisfy such NOFO requirements;
  - f. The implementation of the Transformation Plan is dependent on CNIG funds allocated to specific uses identified within the Transformation Plan and if the City and DHC is awarded the CNIG, it will use the grant funds as outlined in the Transformation Plan; and
  - g. The parties agree to formalize the creation of an Implementation Working Team consisting of representatives from the Principal Team Members and local residents to provide a collaborative forum for implementing the Transformation Plan in the event of a CNIG award. The parties are committed to implementing the Transformation Plan in a collaborative, consensus-oriented manner.
- II. **Term**. The Term of this Agreement will be from \_\_\_\_\_\_ through September 30, 2027, or other date as specified in a Subsequent Grant Agreement with HUD, unless otherwise terminated as allowed for herein.
- III. **Responsibilities of the City and DHC as the Lead Applicant.** Subject to the receipt of a CNIG from HUD, the City and DHC will make the following commitments:
  - a. The City and DHC shall be the Lead Applicants for the CNIG and will carry out all responsibilities required of the Lead Applicant per any CNIG agreement with HUD.
  - b. The City and DHC shall be the Lead Applicants responsible for coordinating and managing the Housing, People, and Neighborhood strategies to completion as envisioned per the Application and plan schedule.
  - c. DHC shall assist with Forest Park and Diggs resident engagement in the development of the Transformation Plan.
  - d. The City shall work with the public and private community partners to increase the

involvement of the surrounding Greater Forest Park neighborhood communities in the Transformation Plan.

- e. DHC shall support the JV to achieve one-for-one replacement of the units at the Target Housing site.
- f. The City and DHC shall assign specific individuals and/or teams to assist in all activities and programs necessary to implement the Transformation Plan.
- g. The City and DHC shall establish appropriate performance measures and deadlines for each substantial activity or program included in the Transformation Plan.
- h. The City and DHC shall dedicate the appropriate staff time to monitoring the progress and performance of activities and programs included in the Transformation Plan.
- i. The City shall coordinate the Principal Team Members in meeting the requirements of the CNIG and implementation of the Transformation Plan. The City may delegate elements of the implementation of the Transformation Plan to one or more Principal Team Members, but shall, in all events, remain responsible for the coordination of efforts of the Principal Team Members.
- j. In the event of a CNIG award, the City, through its Housing & Revitalization Department, shall commit available grant funds to the implementation of the Transformation Plan as outlined in the Application.
- k. The City, through its Planning & Development Department, will be responsible for coordination, overseeing and implementing the Neighborhood Strategy of the Transformation Plan, including the Critical Community Improvements.

#### IV. Responsibilities of the Joint Venture as the Housing Implementation Entity.

- a. The JV affirms the JV Agreement, governing the rights and responsibilities of the parties, has legal force and effect for the JV. The JV agrees to implement the Housing Strategy of the Transformation Plan pursuant to the roles and responsibilities set out in the JV Agreement, subject to the availability of all necessary funding and approvals. The JV will be responsible for implementing day-to-day development and asset management activities associated with the Transformation Plan, as well as for conducting longitudinal data collection and analysis related to the measurable outcomes of the Housing Strategy.
- b. The JV, in partnership with the City and DHC will leverage Grant funds with additional public and private funding, including, but not limited to, tax credit equity and private permanent financing, to the Housing Strategy of the Transformation Plan. The Parties agree this will be further detailed in Subsequent Agreements but will generally follow the use of funds outlined in the Transformation Plan.
- c. The JV specifically affirms its understanding of the Transformation Plan is intended to transform Forest Park Apartments and Diggs Homes, a distressed assisted housing development, into an energy efficient, mixed-income housing physically and financially viable over the long-term; and be a catalyst for neighborhood revitalization and rebuilding the housing market to create a neighborhood of choice for a broad range of household incomes. Accordingly, the JV affirms its understanding of and commitment to the following Housing-related objectives of CNI:

- i. Well Managed and Financially Viable Developments that have budgeted appropriately for the rental income to be generated from the project and meet or exceed industry standards for quality management and maintenance of the property. The Transformation Plan will support impacted residents of the CNI Target Housing sites who wish to return to the replacement housing in accordance with the future re-occupancy plan created with the impacted residents of Forest Park Diggs Community Plan with the Implementation Working Group and others as identified and stated in the CNI application.
- ii. Energy Efficient, Sustainable, Accessible, Healthy and Free from Discrimination. Well-designed housing embraces, not only the requirements of accessible design but also concepts of visitability, universal design, has low per unit energy consumption and healthy indoor air quality, is built to be resistant to local disaster risk, and possesses affordable broadband Internet access; and is free from discrimination based upon race, religion, familial status, age, disability, sex or other types of discrimination;
- iii. Mixed-Income A development comprised of housing units at various levels for a broad range of incomes including low-income, moderate-income and market rate or unrestricted.
- iv. Responsive to the needs of the surrounding community The new housing and mixed-use developments included within the Transformation Plan will not only work to improve the lives of the impacted residents but will also benefit the residents who live within the neighborhood footprint. Through responsive design, construction, and programming, the successful redevelopment of the housing target site and subsequent scattered sites development will strive for positive results which impact the greater community.
- d. The Transformation Plan's demolition and redevelopment activities will comply with the "one-for-one" replacement standards of CNI.
- e. Affordable housing units developed under the Transformation Plan will:
  - i. Be subject to HUD requirements to maintain affordability pursuant to a HUDapproved affordability use restriction for households earning up to 120 percent of the area median income ("AMI") for no fewer than the 20 years contained in a legally enforceable document recorded in the appropriate recorder's office or registry of deeds and consistent with the long-term viability of the project as rental or homeownership housing; and
  - ii. Be provided in conformity with civil rights laws and their implementing regulations, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and the Rehabilitation Act of 1973 and applicable site and neighborhood standards such as 24 CFR I.4(b)(3) and 24 CFR 94 1.202 (and all programs and activities related to the CNIG including demolition, disposition, relocation, replacement, and re-occupancy of housing units shall be conducted in compliance with federal civil rights laws).
- f. The JV will carry out its redevelopment activities in full compliance with applicable labor standards and specifically agrees to create resident employment opportunities as identified in the Section 3 Plan in the Transformation Plan and working with the People Implementation Entity.

g. In alignment with the goals of displacement prevention and the City's and DHC vision for preservation of all affordable housing in the target area, the JV will ensure residents of Forest Park Apartments and Diggs Homes are offered priority to occupy new replacement units, as well as the right to use Tenant-Based Vouchers on-site at Forest Park Apartments and Diggs Homes if sufficient replacement units are not available; and that residents of Forest Park and Diggs are offered the option to occupy new LIHTC units created through any phase associated with the Housing Plan ("Housing Plan"), as outlined within the Transformation Plan.

#### VI. Miscellaneous.

- a. **Subsequent Implementation Agreements:** This Agreement is intended to provide an overall framework for a cooperative, public-private, highly coordinated approach to implementation of the Transformation Plan. The parties to this Agreement acknowledge that should the City and DHC are awarded a CNIG from HUD, implementation of the CNIG will require subsequent agreements between the parties, such as a CNIG Grant Agreement, Operating Agreement and/or Partnership Agreement (collectively "Subsequent Agreement(s)").
- b. **Funding:** The parties acknowledge that the Parties shall perform their responsibilities as outlined herein and in furtherance of the City's and DHC's Application at the parties' sole cost and expense under a separate agreement with a third party. The City and DHC shall not be responsible for reimbursing or paying any costs incurred by the parties whatsoever in performing under this Agreement. The parties agree that this Agreement does not cover specific funding commitments made to the proposed Transformation Plan in the City's Application and that any such funding commitments shall only be addressed in a Subsequent Agreement should the City and DHC be awarded a CNIG. The distribution of any funds received through a CNIG awarded to the City shall be allocated and distributed at the City's and DHC's sole discretion.
- c. **Default and Remedies**. Should the parties be unable to fulfill its responsibilities and warranties with respect to this Agreement at any time during the waiting period before a CNIG award is made by HUD, after the City and DHC receives a CNIG award from HUD, or after the City and DHC receives notice from HUD that an award is not granted, the Parties shall work cooperatively to address the unfulfilled responsibilities and create a mutually agreed upon remedy to the unfulfilled responsibility or warranty. If the unfulfilled responsibility or warranty cannot adequately be addressed, then the City and DHC may, at their discretion, terminate this Agreement by providing written notice to the parties.
- d. **Modification**. This Agreement may not be modified or amended except by written instrument executed by all parties.
- e. **Successors and Assignment**. This Agreement shall be binding upon and inure to the benefit of the City, DHC, and the parties and their successors. No party shall be entitled to assign, in whole or in part, directly or indirectly, this Agreement to another person without the prior written consent of the other party.
- f. **Independent Parties and Liability**. Nothing contained in this Agreement shall be deemed to create, or be construed as creating, a joint venture, partnership or employeremployee relationship between the parties. Neither party is, by virtue of this Agreement or otherwise, authorized to act as an agent or legal representative of any other party or on

behalf of any other party. Each party to this Agreement shall be responsible for its own acts and/or omissions in connection with their performance under this Agreement. Accordingly, neither party shall be responsible for the acts and/or omissions of any other party with respect to this Agreement.

- g. Entire Agreement. This Agreement, including the Attachments hereto, constitutes the entire agreement between City and the parties relative to the subject matter hereof, and supersedes any prior correspondence, communications and negotiations.
- h. **Choice of Law**. This Agreement shall be interpreted and enforced under the laws of the State of Michigan.
- i. **Execution in Counterparts**. This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same document.
- j. **Nonwaiver**. Neither City's nor DHC's review, approval, or acceptance of, nor payment for the services required under this Agreement, shall be construed as waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.
- k. **Insurance**. If requested, the parties will provide DHC with evidence of their General Liability, Professional Liability, and Worker's Compensation Insurance coverage.
- 1. **Termination.** In the event the City is not selected for a CNIG award for funding year 2027, this Agreement shall terminate. If any Party withdraws as a Principal Team Member by written notice to the other Parties, in such event this Agreement shall terminate after receipt of such notice.
- m. **Termination for Convenience**: This Agreement may be terminated by the City at its convenience by providing the parties with advance written notice of termination.
- n. Notices. Written notice pertaining to this Agreement shall be submitted as follows:

To the City: City of Detroit, Housing and Revitalization Department Contact Name: Julie Schneider, Director 2 Woodward Avenue, Suite 908 Phone Number: 313-224-1104 E-mail: <u>schneiderju@detroitmi.gov</u>

And

Detroit Housing Commission Contact Name: Arthur Jemison, CEO 1301 E Jefferson Avenue Phone Number: (313) 877-8565 E-mail: jemisona@dhcmi.org

To [Developer]: Contact Name:

> Address Phone Number E-mail

To [Develop Partners]: Contact Name: President

> Address: Phone Number: E-mail:

**IN WITNESS WHEREOF**, the City, DHC, and [selected Developer], by and through their respective authorized officers and representatives, have executed this Agreement as follows:

Attachment II Choice Neighborhood Site Map & Property ownership

### Public Ownership Detroit 2024





## **<u>Attachment III</u>** Phase I - 1923 Division Street





## **Attachment IV**

### **Best Practices: Design of Choice Neighborhoods Housing Projects**

Recognizing the significant impact that Choice Neighborhoods housing projects can have on shaping the physical form of a community and the quality of life of its residents, grantees should carefully consider the design of the housing projects included in their Choice Neighborhoods Transformation Plan. A key goal of the Choice Neighborhoods program is to provide high-quality housing for all residents. This housing should be well-located, well-designed, and blend seamlessly with the neighborhood. Buildings should be energy-efficient and environmentally friendly, and incorporate principles of healthy design, including livability, furnishability, visitability, and accessibility. The following discussion of best practices is provided to help grantees achieve these important goals. Grantees should carefully consider how these goals can be incorporated into their housing development plans. Note that the accessibility requirements discussed below are required and not optional.

### Architectural Review Process

All Choice Neighborhoods housing construction or rehabilitation must meet or exceed local building codes, as determined through the local permitting process. However, HUD will also undertake an architectural review to ensure plans are consistent with Choice Neighborhoods design goals and that plans comply with Federal accessibility requirements. Each Choice Neighborhoods Implementation Grant is assigned a HUD Architect. The HUD Architect will work in partnership with the grantee and the grantee's architect to assure the best possible design for each individual Choice Neighborhoods project.

To assist in this review, the HUD Architect must receive the following information from the grantee as early as possible in the design process to allow for input to be easily incorporated in the plans.

a) Site Plan: should show the layout of proposed buildings; should consider orientation to the sidewalk to provide 'eyes on the street'; sidewalks should be buffered from adjacent streets using shade trees and greenways providing connections to public recreational areas; parking areas should have appropriate lighting; public and private spaces should be clearly defined.

b) Building Plans: must show the location, type and mix of accessible and visitable units.

c) Sections and Elevations: must identify wall and roof materials.

d) Unit Plans: must show the livability of the spaces within the dwelling unit by providing adequate floor area for the number of residents, furniture, and circulation spaces.

### **Accessibility**

Housing constructed under the Choice Neighborhoods program must address the needs of persons with disabilities to assure that all residents benefit from the program. The HUD architect will review plans to ensure that all new construction and rehabilitation of existing buildings is done in compliance with federal accessibility requirements, including the following:

a) Section 504 of the Rehabilitation Act of 1973

b) The Fair Housing Act and its implementing regulations at 24 CFR part 100

c) Title II of the Americans with Disabilities Act and its implementing regulations at 28 CFR part 35

d) The Architectural Barriers Act of 1968 and its implementing regulations at 24 CFR part 40, as applicable.

e) Uniform Federal Accessibility Standards (UFAS) (through HUD regulations under part 8), 1988.

f) Fair Housing Act Design Manual, 1996, revised 1998.

g) Americans With Disabilities Act Accessibility Guidelines, 2010.

For additional information, Grantees should consult FR-5784-N-01: Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities: http://www.gpo.gov/fdsys/pkg/FR-2014-05-23/pdf/2014-11844.pdf.

### <u>High Rise Buildings</u>

Generally, Choice Neighborhoods replacement units for families with children should not be located in high[1]rise elevator structures, unless it is demonstrated to HUD that there is no practical alternative (24 CFR 905.312(b)(5)). The best practice is to locate families in low or mid-rise buildings which provide amenities and services which relate to families with children. However, if HUD determines that family units may be located in a high-rise, the best practice is to locate larger family units, e.g., three or four bedroom units, on the first three floors of residential space, with smaller family units on higher floors. This will allow large families easier access to amenities like playgrounds, parks, community space, food markets, etc., which should be available within the building footprint or be located nearby. Note also that accessible units in high-rise, as well as mid-rise buildings, should be clustered around elevators and/or other community facilities.

### **Livability and Furnishability**

The long-term marketability of housing developments, whether apartments, townhomes or single-family homes, is affected not only by their size, but also by the livability of their units. The following guidance is provided to help ensure that housing units provide adequate space in each room; that units can comfortably accommodate the anticipated number of occupants; that

units provide basic amenities for daily activities; and that units meet basic furnishability principles. However, HUD understands that each project is different and therefore project design must take into consideration such factors as the local market financial feasibility, unit mix, income mix, location, comparability with other units in the area, etc.

The furnishability principles listed below are intended to ensure the livability of rooms within a dwelling unit by providing adequate floor area for furniture, adequate circulation space for convenient access to furniture or appliances, adequate storage space, and adequate allowances for doors opening and closing. HUD architects will use these principles when reviewing projects. Grantees should work in partnership with their HUD architect starting early in the process to produce the best possible design for the project and its residents.

Note that projects must also meet applicable building codes in their locality.

## Living Areas

Living and dining areas should be sufficient to provide adequate space based on the number of people that will be residing in the unit. Units with more bedrooms, and thus more people, should have larger living areas that accommodate furnishings that will serve the number of residents in the units. The living area should also include adequate space for a dining room table that will accommodate residents.

Living Areas	Suggested Minimum Width	Comments
Living Room	12 feet	Minimum width in all living rooms or spaces
Dining Area		
b) 1& 2 bedroom units	9 feet	
b) 3 & 4 bedroom units	12 feet	Allow a rising space of 48 inches to wall or furniture behind the edge of the table.

### **Bedrooms**

Bedrooms should be of adequate size to accommodate bedroom furnishings, such as a bed and dresser, as well as night stands next to the bed. While bed sizes will vary among residents, master bedrooms should be able to accommodate larger beds than smaller bedrooms that will most likely be for children. Thought should also be given to the size and layout of bedrooms in accessible units.

For accessible units, there shall be a minimum of 36 inches for an accessible route on three sides of a queen, double or single size bed for disabled residents to maneuver. There shall also be 48" between the foot of the bed and dresser in accessible units. Windows shall be operable from a wheelchair. Review UFAS A4.2.4 and Fig. A3 for the Dimensions of an Adult-Sized Wheelchair.

Bedrooms Suggested Minimum Width Comments
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Master Bedroom c) Queen-size bed c) 18" x 60" large dresser	12 feet	Clearance: c) 30" for circulation c) 30" between bed & wall
c) 2 nightstands		c) 42" in front of dresser or closet
Secondary Bedrooms c) Double bed (queen preferred) c) 18" x 60" large dresser c) 2 nightstands	11 feet	Clearance: c) 30" for circulation c) 24" between bed & wall c) 42" in front of dresser or closet

### <u>Kitchens</u>

Kitchens should be designed to serve the number of residents in the unit. For example, kitchens in units with three bedrooms must provide more base cabinet workspace than kitchens in a onebedroom unit. Counter space and cabinets should be sufficient for cooking and storage. Major appliances, including dishwashers and washer/dryers, should be provided and should be in line with the unit size. All units should include a utility closet for mops, brooms, buckets, vacuum cleaner and other cleaning supplies.

Accessible units must provide sufficient space for maneuvering within the kitchen. All base cabinet and pantry shelving shall be on rollers with touch release hardware in accessible units. Hearing and visually impaired units shall have task lighting mounted under wall cabinets in kitchens. Provide rocker switches in all accessible and senior units. Provide 24" deep shelves over front loaded washers and dryers within the reach range of a person in a wheelchair. Shelves can also be placed on the side walls of the washer-dryer closet. Kitchens islands in accessible units shall have an adjustable or fixed eating or dining counter set at a maximum height of 30" above the finished floor and a minimum depth of 20" for plates, bowls, eating utensils, condiments, etc. Add a minimum of 36" of circulation space behind the wheelchair behind the island. For all types of units, provide lighting over the island in kitchen and for accessible units include an adjustable lighting control for the visually impaired.

Kitchen	Suggested Minimum Size	Comments/Notes
c) Counter Space	18" of clear counter space on each side of each appliance and fixture; 24" to 36" required for 3, 4, and 5 bedroom units.	Provide an island for extra cabinet storage in all L-shaped kitchens. Kitchen islands shall be a minimum of 36" x 60". Accessible units shall show the eating section of the island at a height of 30". Show lighting above the island.
c) Width	48" between base cabinets or appliances opposite each other in gallery kitchen, or 60" or more between all U-shaped kitchens	

c) Appliances	Refrigerators shall be sized according to unit size. Provide cubic size in specs and drawings.	New construction and rehab units shall include dishwashers; garbage disposals; washer/dryers in all senior and family units.
Accessible Kitchens		Provide side by side refrigerators and ADA compliant dishwashers in all accessible units.

### **Closets**

Thought should be given to providing adequate closet space throughout the unit to allow residents the ability to store clothes, cleaning products and other items outside of living/sleeping areas. Clothes closets should be provided in all bedrooms and be large enough to accommodate a normal amount of clothing for two residents. A storage place or mud room for coats/shoes/boots should be considered at the front or rear of units, particularly in cold climates. A closet for brooms/mops, cleaning supplies, etc. and a pantry for food storage canned goods, etc. should be provided. In addition, consideration should be given to providing bulk storage closets or space to store outdoor items, such as bikes, sleds, lawn chairs, holiday decorations, etc., so items are not left outdoors or on balconies. Exterior lockable storage at grade or on porches and balconies could be considered.

Closets	Suggested Minimum Size	Comments
		In general, all storage closets should increase in square footage or area as the number of bedrooms increases.
Entry Closets		
b) 1 & 2 bedroom units	2 feet by 3 feet	
b) 3 & 4 bedroom units	2 feet by 6 feet	
Bedroom Closets		Shall be located in or adjacent to the bedroom, not in the hall or bathroom.
b) Master bedroom	2 feet by 8 feet	
b) Secondary bedrooms	2 feet by 6 feet	
Linen Closets with doors and sliding shelves in deep closets in accessible units.		Shall be provided in the bathrooms of all senior & accessible units. Linen closet shelving can also be located in a bedroom closet.
b) 1 & 2 bedroom units		
b) 3 & 4 bedroom units		
Pantry, Utility, and Bulk Storage Closets.		Shall be located in or adjacent to the kitchen, hall, etc.
Exterior Bulk Storage Closets	Minimum depth of 30" x width of balcony or patio.	Provide tenant exterior storage on patios and balconies or in a parking garage.

### **Bathrooms**

The number of bathrooms provided must be directly related to the number of bedrooms. Bathrooms should not open onto kitchens, dining and living areas. Accessible units must comply with UFAS and Fair Housing Act Design Manual and other federal requirements. Provide visitable bathrooms on the first floor of all townhouse units. Guests should not need to enter a resident's bedroom to use their private bathroom. If a bathroom is entered from a resident's bedroom, the bathroom should have a separate entry from the hall or non-bedroom space of the unit. This design is especially important for a one or two bedroom accessible unit.

Detterserver		
Bathrooms		Semi-public bathrooms shall be
		accessible without going through
		the bedroom in all units; Shall not
		be adjacent to or opening onto
		living, dining or kitchen spaces in
		all units; no medicine cabinets
		located above the toilet. All
		accessible units shall have a
		minimum clear space of 60"
		diameter to make a 180-degree turn
		without turning under a lavatory.
		Bathroom doors opening out shall
		have a handle located 6" from the
		hinge side of the door. Provide a
		lavatory in all bathrooms; no single
		hospital-type sinks in residential
		bathrooms.
c) 1 & 2 Bedroom units		Provide 1 bathroom in one bedroom
,		units and $1\frac{1}{2}$ bath or 2 bathrooms
		in two bedroom units.
c) 3 Bedroom units		Provide 2 bathroom. Bathrooms
-,		shall be designed as
		compartmentalized space, with
		additional fixtures allowing for use
		by more than one resident at a time;
		accessible units with 2 bathrooms
		shall have one bathroom with a tub
		and the second bathroom with a
		bath/shower, as a minimum
		requirement. Add a built-in soap
		dish adjacent to all shower controls.
c) 4 & 5 Bedroom and Two-		Provide $2\frac{1}{2}$ or 3 bathrooms.
Story Apartment units		Bathrooms shall be designed as a
Story Aparament units		compartmentalized space if there
		are 2 or 3 bedrooms on the second
		floor. Additional fixtures allow for
		more than one resident to use the
		bathroom at the same time.
d) 1, 2, & 3 Story Townhouses	Accessible bedroom on the first	
uj 1, 2, & 5 Story Townhouses		2 bedroom or larger units shall have a visitable $\frac{1}{2}$ bath on the entry level
	floor shall be larger enough to	or an accessible bathroom if a
	contain a queen size bed, an 18" x	
	60" dresser and two nightstands.	bedroom is on the first floor. Eash
		floor, in a 3 story unit, shall have a
	L	bathroom.

### Site and Exterior Improvements

Consideration should be given to the appropriate site plan. Walkways, parking lots, and other common areas should be accessible to allow residents and visitors to easily traverse the site and to enter units. Defensible space principals, including placement of buildings and "private" space should be considered. Landscaping should be attractive and appropriate for the local climate. Thought should be given to the placement of facilities such as trash, mailboxes, HVAC, etc. There should be safe and accessible areas for children to play. Optimally, exterior play spaces at grade or on the roof of mid- and high-rise buildings should have a southern to maximized sunlight. Grantees are encouraged to consider the principles of New Urbanism in their site design.

Site and Exterior Improvemen	ts	
f) Accessible path		Provide an accessible path to the primary entry of all ground-floor units for disabled visitors.
f) Common area facilitie an accessible path	s on	Show walkways, slope and landing dimensions at ramps, accessible parking spaces, van stall locations, mailboxes, play lots, and trash enclosures shall be accessible to wheelchair residents.
f) Landscape plans		Use drought-resistant plants & water conservation techniques
f) Screening		Screen unsightly items, such as transformers, with appropriate landscaping or architechural screens.
f) Quick couplers/hose b	ibs	Locate near trash enclosure or front and rear or ground floor units.
f) Private Space		New units should have provide exterior space in the form of a patio, balcony, deck, etc.
a) Playlots, Recreational Space for Senior and Family Housing		Thought should be given to where young children can play or where older children congregate. Areas should be accessible, safe, and integrated into the site, not isolated. All play and community exterior spaces in family and senior housing shall have southern exposure.

### **Energy Efficiency and Sustainability**

Per the applicable Choice Neighborhoods Notice of Funding Opportunity (NOFO) for Planning and Implementation Grants, grantees must comply with requirements related to energy efficiency and green building standards, including meeting ENERGY STAR requirements and achieving certification by one of the recognized green rating programs for new construction or substantial rehabilitation.

In addition, grantees are encouraged to consider climate resiliency in development of their housing projects and to design so as to mitigate the impact of natural hazards on both the project

and its residents and to prepare for the longer-term impacts of climate change. Grantees should consult their applicable NOFO for more detailed information and requirements.

### **Further Information**

For further information on design and the design process, contact your Choice Neighborhoods Team Housing

Specialist. In addition, the following provides related information:

1) "Principles for Inner City Neighborhood Design" https://www.huduser.gov/Publications/pdf/principles.pdf

- 2) Congress for New Urbanism www.cnu.org
- 3) "The New Face of Public Housing"

https://www.cnu.org/sites/default/files/NewFaceOfAmericanPublicHousing 1.pdf

## **Attachment V**

### City of Detroit's PDD Guiding Principles of Design

The City of Detroit is committed to advancing equity, sustainability, resilience, and healthy living for those who live, work and play within and around project areas. Proposals for development should follow basic urban design principles and established neighborhood development strategies as described by the PDD Guiding Principles below. During Design Review, the Planning and Development Department will evaluate all new residential, commercial, and mixed-use projects against these principles and provide feedback on each.

# PDD GUIDING PRINCIPLES

#### NON-INDUSTRIAL PROJECTS (RESIDENTIAL, COMMERCIAL, MIXED-USE, ETC.)



#### HISTORIC PRESERVATION

The intent of development is to preserve existing structures and compliment the urban fabric through a thoughtful and intentional approach to design.



#### MAINTAIN/INTEGRATE THE STREET GRID

Many city blocks have been combined into superblocks or developments built facing inwards. The goal is for new development to be directly integrated into the existing street grid—not to create an isolated development site.



## PARKING & ACCESS

All on-site parking shall be appropriately landscaped or be screened from view, preferably developing parking lot edges of the site with new construction in order to shield the parking from view.



Where appropriate, alleys will serve as the main point of automotive ingress and egress. Curb cuts onto public right-of-way will be minimized or obsolete to provide a safe, walkable, pedestrian-oriented street design.



#### APPROPRIATE DENSITY

Any new building shall be appropriate in scale with surroundings.



#### BUILDING FORM & MATERIALS

The site shall incorporate sound urban design and established development principles. The built environment shall provide interesting building typologies of varied architectural styles and compliment, not mimic, the nature of the existing urban fabric.



#### STREET FRONTAGE

All projects shall build upon the walkable environment, providing a transparent and interactive building frontage and ground level meant to intrigue pedestrians through design and active uses.



#### ACTIVATE THE PUBLIC REALM

All projects shall build upon the walkable environment, providing a transparent and interactive building frontage and ground level meant to intrigue pedestrians through design and active uses.

#### INDUSTRIAL PROJECTS



#### HISTORIC STRUCTURES & NEIGHBORHOODS

Preserve historic structures to the greatest extent possible. Design sites and buildings to be harmonious with adjacent neighborhood development patterns.



## SITE ACCESS & CIRCULATION

Provide adequate access and maneuverability for trucks and cars while paying special attention to the attractiveness of the street frontage and conflicts with residential streets and bedestrian paths.



#### PARKING, LOADING, & OUTDOOR STORAGE

Screen and locate parking, loading, and outdoor storage areas toward the side or rear of the property away from public streets and homes.



#### WALLS & FENCES

Walls and fences are attractive, durable, and used to provide screening or security in certain areas of the site, rather than "wall off" the entire facility.



#### SUSTAINABLE DESIGN

Site and building design should utilize design strategies that decrease energy use, reduce urban heat island effects, manage stormwater runoff, and naturally mitigate air pollution resulting from industrial operations and traffic.



#### APPROPRIATE SITE DESIGN

New development should be appropriate for its context, with building height, setbacks, orientation, lighting, and signage all designed to fit with the surrounding area.



#### BUILDING FORM & MATERIALS

Buildings should be designed to avoid the appearance of long, blank walls and use high-quality building materials to enhance publicly-visible façades, including key elements like entrances and corners.



#### BUFFERING

Mitigate negative impacts from industrial uses by providing natural buffers adjacent to rights-of-way and vulnerable uses.



#### SITE LANDSCAPING

Use interior site landscaping to offset expanses of impervious surfaces and soften visual impacts of large buildings, truck parking and loading, outdoor storage, and detention areas.

