

CITY OF DETROIT

DEVELOPMENT AND LOAN AGREEMENT

(Preserve on Ash – Phase II)

THIS DEVELOPMENT AND LOAN AGREEMENT (this “**Agreement**”) is entered into this 18th day of December, 2025, between the CITY OF DETROIT (the “**City**”), a Michigan municipal corporation acting by and through its Housing & Revitalization Department with offices at 2 Woodward Avenue, Suite 908, Detroit, Michigan 48226, and THE PRESERVE ON ASH II LIMITED DIVIDEND HOUSING ASSOCIATION LLC, a Michigan limited liability company (the “**Developer**”), with offices at c/o The Community Builders, Inc., 33 Arch Street, 10th Floor, Suite 1000, Boston, Massachusetts 02110.

WITNESSETH:

The following is a recital of the facts underlying the execution of this Agreement:

WHEREAS, Pursuant to Public Law 117-180 (the “**Appropriations Act**”) and the Federal Register Notice dated January 18, 2023, (FR 6368-N-01), the U.S. Department of Housing and Urban Development (“**HUD**”) has awarded \$95,228,000 (2021 Disaster) in Community Development Block Grant Disaster Recovery (“**CDBG-DR**”) funds to the City of Detroit for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in the City’s Action Plan (the “**Action Plan**”); and

WHEREAS, the City has received an award allocation of Community Development Block Grant Disaster Recovery funds from HUD through the Disaster Relief Supplemental Appropriations Act for 2021 Disasters, GRANT AGREEMENT NUMBER (FAIN) **B-22-MF-26-0002**; and

WHEREAS, the City has allocated a portion of the CDBG-DR funds to provide funding for the development of affordable housing to support the national objective of providing or improving permanent residential structures which, upon completion, will be occupied by low- and moderate-income households (LMH) to address the current lack of affordable rental units as a direct and indirect result of the disaster; and

WHEREAS, in accordance with section II.B.1. of FR-6368-N-01, 42 U.S.C. 5305(a) and 24 CFR 570.207(b)(3) are waived to the extent necessary to permit new housing construction, subject to the following alternative requirement. When a CDBG-DR grantee carries out a new housing construction activity, 24 CFR 570.202 shall apply and shall be read to extend to new construction in addition to rehabilitation assistance; and

WHEREAS, pursuant to the Appropriations Act, the Universal Notice, and the Action Plan, and the procedures adopted therefor, the City is willing to make a loan to Developer that will be funded with the allocated federal funds for the purpose of constructing and/or rehabilitating multi-family rental units to provide affordable housing to persons of low- and extremely low-income; and

WHEREAS, consistent with the foregoing recitals, the Developer desires to undertake certain activities, consisting of the construction of rental housing in the form of thirty-one (31) multifamily rental units that will consist of affordable rental housing for low- and extremely low-income persons on property located in Detroit, Michigan, which the Developer owns in fee simple and which is further described in Exhibit A hereto; and

WHEREAS, the City has approved the City Loan (as defined herein) to or for the benefit of the Developer, the proceeds of which shall be disbursed in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, the Project (as defined herein) is to begin within thirty (30) days of the Closing (as defined herein), and shall be completed no later than the Construction Completion Date (as defined herein); and

WHEREAS, the City will benefit from the Project by an increased number of decent, safe, and sanitary housing units of modest design for families and individuals otherwise without reasonable and affordable housing alternatives in the private market; and

WHEREAS, the City will further benefit from the Project by an increase in employment opportunities and, ultimately, an increase in the City's tax base through the increased value of the property upon which the Project will be constructed.

NOW, THEREFORE, in consideration of the premises and undertakings herein set forth, the parties to this Agreement hereby covenant and agree as follows:

1 **Definitions.** In addition to the words and terms elsewhere defined in this Agreement and the exhibits hereto, the following capitalized words and terms as used in this Agreement shall have the following meanings for the purposes of this Agreement unless the context or use indicates another or different meaning or intent:

1.01 **“Advance”** shall mean a disbursement of funds under the City Loan.

1.02 **“Affiliate”** shall mean any Person Controlled By, Under Common Control With, or which has a Controlling Interest in Developer.

1.03 **“Affordable Housing Restriction”** shall mean the affordable housing restriction granted by the Developer to the City in connection with the City Loan governing the affordability of the Project, executed as of the date hereof and recorded with the Wayne County Register of Deeds as it may be amended from time to time.

1.04 **“Affordable Rents”** shall mean the rental rates charged to lessees of Affordable Units on the Project Site being constructed with City Loan funds, which shall not be greater than the lesser of:

(a) The fair market rent for existing rental housing for comparable units in the area as established by HUD (as more particularly described in Exhibit B attached hereto), less the

monthly allowance for utilities and services (excluding telephone) to be paid by tenants as established by the City; or

(b) For thirteen (13) units (consisting of six (6) one-bedroom units, six (6) two-bedroom units, and one (1) three-bedroom unit) a rent that does not exceed thirty percent (30%) of the adjusted income for an Extremely Low-Income Family less the monthly allowance for utilities and services (excluding telephone) to be paid by tenants as established by the City, provided that if the unit receives Federal or State project-based rental subsidy and the Family pays as a contribution toward rent not more than thirty percent (30%) of the Family's adjusted income, then the maximum rent (i.e., tenant contribution plus project-based rental subsidy) is the rent allowable under the Federal or State project-based rental subsidy program.

(c) For eighteen (18) units (consisting of eight (8) one-bedroom units, eight (8) two-bedroom units, and two (2) three-bedroom units) a rent that does not exceed thirty percent (30%) of the adjusted income for a Low-Income Family less the monthly allowance for utilities and services (excluding telephone) to be paid by tenants as established by the City, provided that if the unit receives Federal or State project-based rental subsidy and the Family pays as a contribution toward rent not more than thirty percent (30%) of the Family's adjusted income, then the maximum rent (i.e., tenant contribution plus project-based rental subsidy) is the rent allowable under the Federal or State project-based rental subsidy program.

To the extent HUD provides recalculated maximum rent limits to the City, then the City shall provide such updated rent limits to Developer and the schedule of maximum allowable rental rates incorporated as **Exhibit B** attached hereto shall be deemed to be such updated rent limits.

1.05 **"Affordable Units"** shall mean those thirty-one (31) residential units (consisting of fourteen (14) one-bedroom units, fourteen (14) two-bedroom units, and three (3) three-bedroom units) within the Project that are subject to rent and occupancy restrictions imposed by the City and the City Loan Documents.

1.06 **"Architect"** shall mean Hamilton Anderson Associates, with offices at 1435 Randolph Street, Suite 200, Detroit, Michigan 48226.

1.07 **"Assignment of Leases and Rents"** shall mean the assignment of leases and rents executed by the Developer on the date hereof, as it may be amended from time to time.

1.08 **"Authority"** shall mean the Michigan State Housing Development Authority.

1.09 **"CDBG-DR Funds"** shall mean those funds made available to the City pursuant to the Appropriations Act, the Universal Notice, and the Action Plan and advanced by the City to or for the benefit of the Developer to assist in the financing of the development of the Project.

1.10 **"Certificate of Compliance"** shall mean the certificate issued by the City of Detroit Buildings, Safety Engineering, and Environmental Department which permits the Project Site to be used as a rental property, pursuant to Section 8-15-35 of the 2019 Detroit City Code.

1.11 **“Certificate of Occupancy/Acceptance”** shall mean the special inspection certificate of approval to be granted to the Developer by the City of Detroit Buildings, Safety Engineering, and Environmental Department which permits the use of the Project Site in accordance with the approved Project Plans and which certifies that the completed Project meets the City of Detroit Building Code requirements for occupancy.

1.12 **“City Loan”** shall mean the total amount of CDBG-DR Funds to be advanced by the City to the Developer to assist in the financing of the Development of the Project, pursuant to this Agreement, as evidenced by the City Note.

1.13 **“City Loan Documents”** shall mean this Agreement, the City Note, the City Mortgage, the Affordable Housing Restriction, the Assignment of Leases and Rents, the NOFA, the Guaranty, and the UCC-1 and UCC-1Ad Financing Statements, as these documents may be amended from time to time, and any other documents executed by Developer in conjunction therewith, including but not limited to certifications delivered pursuant to Section 2 hereof.

1.14 **“City Mortgage”** shall mean that certain mortgage executed by the Developer simultaneously herewith to secure the City Note and the obligations of the Developer hereunder, as it may be amended from time to time.

1.15 **“City Note”** shall mean that certain unconditional promissory note described in Section 3.02 of this Agreement and executed by the Developer simultaneously herewith, as the same may be amended and/or restated from time to time, evidencing the amount of the City Loan, including the interest thereon, and the Developer's repayment obligations.

1.16 **“Closing” or “Closing Date”** shall mean the date and time, which shall be mutually agreed upon by the Developer and the City, when the Developer shall execute the City Loan Documents and any other documents deemed necessary by the City for the City Loan.

1.17 **“Conflict Certification”** shall mean a Conflict of Interest Certification in the form attached hereto as Exhibit F

1.18 **“Construction Amount”** shall mean the portion of the City Loan amount allocated for construction of the Improvements to the Project, as set forth in the Budget.

1.19 **“Construction Completion Date”** shall mean January 1, 2028, the date by which the Project shall be completed, unless said Construction Completion Date is extended in writing by the City.

1.20 **“Construction Contract”** shall mean that certain Standard Form Agreement Between Owner and Contractor dated on or about the date hereof, between Developer and Sachse Construction and Development Company LLC, regarding the construction of the Project.

1.21 **“Contractor”** shall mean the general contractor, licensed in the State of Michigan as a residential builder and retained by the Developer to perform or cause the performance of the work described in the Project Plans attached hereto.

1.22 **“Controlled By” or “Under Common Control With” or “Controlling Interest”** shall mean:

- (a) the direct or indirect power (under contract, equity ownership, the right to vote or determine a vote, or otherwise) to direct the financial, legal, beneficial or other interests of a Person and includes the definition of “control” in 24 CFR 401.310(a)(2); or
- (b) the power to vote, directly or indirectly, twenty-five percent (25%) or more of any class of the voting stock of a Person; or
- (c) the ability to direct in any manner the election of a majority of a Person’s directors, trustees or members; or
- (d) the ability to exercise a controlling influence over the Person’s management and policies; or
- (e) a general partner of a limited partnership
- (f) a managing member of a limited liability company

1.23 **“Cost Estimate”** shall mean an itemized cost estimate from an unrelated and qualified third party estimator to substantiate the construction costs in the Budget.

1.24 **“Counsel”** shall mean a person admitted to practice law in the State of Michigan and who may be the legal advisor for the City or the Developer.

1.25 **“Default”** shall have the meaning set forth in Section 10 hereof.

1.26 **“Developer's Equity Contribution”** shall mean any documented funds of the Developer, including funds raised by the Developer through the syndication or sale of tax credits or ownership interests in the Developer, invested in the Project by the Developer from any source not secured by a lien or interest in the Project or the Project Site.

1.27 **“Development of the Project”** shall mean the construction of the Improvements (as defined below) on the Project Site in accordance with the Project Plans and the financing of the Project.

1.28 **“Disbursement Agent”** shall mean any entity hired, or otherwise approved by the City, to hold the City Loan funds in escrow for disbursement to the Developer pursuant to the terms of this Agreement and any disbursement agreement entered into with the City and the Disbursement Agent.

1.29 **“Effective Date”** shall mean the date of this Agreement first set forth above.

1.30 **“Eligible Project Costs”** shall mean (a) the cost of surety bonds and of insurance of all kinds that may be required or necessary during the course of the construction of the Improvements to the Project Site which is not paid by the Contractor or contractors or otherwise provided for; (b) the cost of any engineering and consulting services, including surveys, estimates, architectural plans and specifications, and financing costs which the City or the Developer shall be required to pay, under the terms of any contract or contracts, for the renovation and installation of the Improvements to the

Project, and all costs that, by the terms of this Agreement, are to be paid out of the moneys in the Project fund to the extent available therefor; and (c) any sums required to reimburse the City or the Developer for any advances made by either of them for any of the above items, or for any other costs incurred by either of them which are properly chargeable to the Project and consistent with the Regulations (as defined herein). Eligible Project Costs may include the foregoing costs which were incurred prior to or after the date of this Agreement and are eligible for reimbursement in accordance with the terms of this Agreement and the Regulations, but shall not include any costs which were incurred prior to June 25, 2021, being the date of the 2021 disaster.

1.31 **“Eligible Repairs”** shall mean those repairs and Improvements to the Project Site described in the Project Plans approved by the City, which repairs and Improvements shall minimally include measures necessary to cause each of the units on the Project Site to meet the uniform physical condition standards required by HUD per 65 F.R. 77230.

1.32 **“Environmental Law”** shall mean federal laws and laws of the jurisdiction where the Project Site is located that relate to health, safety or environmental protection.

1.33 **“Events of Default”** shall have the meaning set forth in Section 10 hereof.

1.34 **“Extremely Low-Income Families”** shall mean Families whose annual incomes do not exceed thirty percent (30%) of the Detroit Metropolitan Statistical Area median income, as determined by HUD, with adjustments for smaller and larger Families (as more particularly described in Exhibit B attached hereto), except that HUD may establish income ceilings higher or lower than thirty percent (30%) of the area median income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

1.35 **“Family”** shall have the meaning as provided in 24 CFR 5.403 (or any successor regulations). Pursuant to 24 CFR 92.203 (b)(1), a Family’s annual income shall be determined in accordance with 24 CFR 5.609.

1.36 **“Guarantor”** shall mean The Community Builders, Inc., a Massachusetts nonprofit corporation.

1.37 **“Guaranty”** shall have the meaning set forth in Section 2.02 hereof.

1.38 **“Hazardous Substances”** shall have the meaning set forth in Section 2.01(d) hereof.

1.39 **“Housing Portal”** shall mean City of Detroit's central online affordable housing portal.

1.40 **“Improvements”** shall mean the construction of multi-family rental housing and any related structures on the Project Site to provide thirty-one (31) rental units on the Project Site.

1.41 **“LIHTC”** shall mean low-income housing tax credits.

1.42 **“Low-Income Families”** shall mean Families whose annual incomes do not exceed eighty percent (80%) of the Detroit Metropolitan Statistical Area median income, as determined by HUD, with adjustments for smaller and larger Families (as more particularly described in Exhibit B attached hereto), except that HUD may establish income ceilings higher or lower than eighty percent (80%) of the area median income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

1.43 **“Manager”** shall mean The Preserve on Ash II MM LLC, a Michigan limited liability company, which is the managing member of Developer.

1.44 **“Maturity Date”** shall mean January 1, 2068.

1.45 **“Net Cash Flow”** shall mean any funds of whatever nature (excluding tenant security deposits) generated from the Project in each fiscal year, as confirmed by an annual financial statement audited by an independent certified public accountant, after making deductions for: (a) payment of all operating expenses for the Project, including any management fee to Developer’s property manager pursuant to a property management agreement approved by the City; (b) payment of all sums due or currently required to be paid under the terms of the Senior Loan; (c) payment of all amounts required to be deposited into any reserve for replacements to the Project; (d) payment of all amounts required for any other special reserve funds required to be maintained for the Project as approved by the City; (e) payment of any deferred developer fee previously approved by the City; and (f) the cost of capital expenditures; (g) payment of an asset management fee to the Tax Credit Investor or its affiliate as provided in the Operating Agreement in an amount equal to up to \$10,000 per year, increasing by three percent (3%) per annum, and (h) making additions for the amount of draws from the Replacement Reserve Fund and other reserves.

1.46 **“NOFA”** shall mean the Notice of Funds Availability / Home Investment Partnerships Program Request for Proposals for Rental Unit Development released September 2023, as amended, attached hereto as Exhibit I.

1.47 **“Occupancy Standard”** shall mean the requirement that during the Period of Affordability, all of the Affordable Units shall be occupied by Families whose income does not exceed the gross income amount used to establish the Affordable Rent limit for such Affordable Unit.

1.48 **“Operating Agreement”** shall mean the Amended and Restated Operating Agreement of Developer dated December 1, 2025.

1.49 **“Other Financing”** shall mean the principal amount of any grant or construction loan, or other loans, together with all interest owed thereon, which is invested in, or committed to, the Project and is required for its completion, from a grantor or lender other than the City.

1.50 **“Period of Affordability”** shall have the meaning set forth in the Affordable Housing Restriction.

1.51 “**Person**” shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, or any other entity.

1.52 “**Private Financing**” shall mean all loan funds obtained by the Developer for the Project from a private lending source and secured by the Project Site.

1.53 “**Program**” shall mean the City of Detroit HOME Investor Partnerships Program, a neighborhood stabilization and revitalization program to provide mortgage-secured affordable financing for housing construction or rehabilitation and improvement to property owners of low and very low income rental property.

1.54 “**Project**” shall mean the construction of thirty-one (31) residential apartment units and related structures on the Project Site in accordance with the Project Plans and Project Budget for the purpose of providing affordable housing.

1.55 “**Project Budget**” or “**Budget**” shall mean the detailed line item breakdown of all costs of the Project and the listing of all sources of Project funding and the respective amounts applicable to said sources approved by the City. The Project Budget shall segregate from all other costs the direct (hard) and indirect (soft) costs of construction, so that the total construction amount and each line item trade cost is readily distinguishable from all other costs of the Project. All requests for Advances must specifically identify the construction cost line items in the Budget that the Advance will be used to pay. The Project Budget is attached hereto as Exhibit C. The Project Budget may be amended or modified in accordance with this Agreement.

1.56 “**Project Plans**” shall mean the plans and specifications, made a part hereof by this reference, prepared for or by the Developer and acceptable to and approved by the City, which detail the Improvements necessary for the completion of the Project, all in accordance with the Program, and, at a minimum, the uniform physical condition standards required by HUD per 65 F.R. 77230, as amended. The Project Plans may not be amended or modified without the written consent of the City, which consent shall not be unreasonably withheld or delayed, if the amendments or modifications either change the Project in any material respect or cause any increase or substantial reduction in the cost of the Project. Any amendment or modification authorized hereunder that would increase the Project Budget must be funded by the Developer's Equity Contribution.

1.57 “**Project Schedule**” shall mean the schedule for the Project as set forth in Exhibit D attached hereto, as amended from time to time by written mutual agreement of the Developer and the City.

1.58 “**Project Site**” shall mean that certain real property, described in Exhibit A attached hereto, located in the City of Detroit, County of Wayne, which the Developer proposes hereby to develop in accordance with the terms and conditions of this Agreement and the Program.

1.59 “**Regulations**” shall mean the regulations relating to the HOME Program promulgated by HUD at 24 CFR Part 92 et seq., as the same may be amended from time to time, including, but not limited to, those regulations at 24 CFR 92.257 addressing, among other things, the eligibility of religious or faith-based organizations to participate in the HOME Program,

religious activities conducted by organizations participating in the HOME Program and discrimination on the basis of religion or religious belief by such organizations, and the ineligibility of HOME Funds for the acquisition, rehabilitation of structures to the extent those structures are used for inherently religious activities; and the Detroit City Code Chapter 14 Article XII Sections 14-12-1 through 14-12-16 (inclusionary housing requirements).

1.60 “**Replacement Reserve Fund**” shall have the meaning set forth in Section 4.20.

1.61 “**Request for Advance**” shall have the meaning set forth in Section 5.01.

1.62 “**Residential Environmental Assessment**” shall mean a phase one environmental site assessment prepared by an independent, qualified professional, acceptable to the City, that certifies that there are no Hazardous Substances (as defined herein at Section 2.01(d)) on the Project Site in violation of applicable law.

1.63 “**Section 8**” shall mean Section 8 of the Housing Act of 1937, as amended.

1.64 “**Senior Lender**” shall mean CIBC Bank USA, an Illinois state chartered bank.

1.65 “**Senior Loan**” shall mean a first mortgage construction loan made by Senior Lender to Developer in the amount of up to eleven million fifty thousand and 00/100 dollars (\$11,050,000.00) (of which an anticipated seven hundred four thousand and 00/100 dollars (\$704,000.00) will convert to a permanent loan following completion of construction of the Project) pursuant to a loan agreement and other loan documents dated on or about the date hereof.

1.66 “**Tax Credit Investor**” shall mean Stratford POA II Investors Limited Partnership, a Massachusetts limited partnership, and Stratford SLP, Inc., a Delaware corporation, together with its permitted successor in interest.

1.67 “**Tenant Survey**” shall mean a form of survey approved by the City which is prepared by the Developer and provides certain data with respect to any current tenants, displaced tenants, either temporarily or permanently, or prospective tenants of the Project Site, in accordance with Article VII of this Agreement.

1.68 “**Total Development Cost**” shall mean the total cost of the Project, including, but not limited to, the acquisition of land and construction thereon and any other associated or required expenditures, fees or costs which have been approved by the City.

1.69 “**UCC-1 and UCC-1Ad Financing Statements**” shall mean the UCC-1 and UCC-1Ad financing statements pertaining to the City Loan, as the same may be amended, replaced or continued from time to time.

1.70 “**VAWA**” shall mean the Violence Against Women Act of 1994, as the same may be amended.

2 **Project Requirements.**

2.01 Conditions Precedent. The obligation of the City to close on the City Loan is subject to the following conditions precedent:

(a) The Developer shall have delivered or at Closing shall deliver to the City an executed commitment for an ALTA Mortgagee's Title Insurance Policy, without standard exceptions, and subject only to such encumbrances, exceptions and requirements as are acceptable to the City. Within a reasonable time after the execution of this Agreement, but no later than sixty (60) days after the Closing Date, the Developer shall cause to be delivered to the City a Mortgagee's Title Insurance Policy conforming to the commitment provided at Closing. 1.04

(b) The Developer shall have duly executed and delivered, or caused the execution and delivery of, the following documents to the City:

- (i) this Agreement;
- (ii) the City Note;
- (iii) the City Mortgage;
- (iv) the Affordable Housing Restriction;
- (v) the Assignment of Leases and Rents; and
- (vi) the Guaranty.

(c) The Developer shall have provided certificates of insurance evidencing that the Developer maintains, or has caused to be maintained, the insurance coverage required by this Agreement. The requisite insurance coverage must be in place prior to disbursement of any City Loan funds by the City.

(d) The Developer shall have completed and shall have submitted to the City a phase one environmental site assessment report for the Project Site that confirms that the Project Site contains no **Hazardous Substances** (herein defined to be any hazardous, toxic or dangerous waste, substance or material defined as such in or for purposes of the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC 9601 et seq., the Hazardous Transportation Act, 49 USC 1802 et seq., the Resource Conservation and Recovery Act, 42 USC 6901 et seq., or any other federal, state, or local statute, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, or material as is now or at any time hereinafter may be in effect) in violation of applicable law, however, the term "Hazardous Substances" shall not include: (i) supplies for cleaning and maintenance and other related substances, (ii) standard office supplies in commercially reasonable amounts required for use in the ordinary course of business, provided such items are incidental to the use of the Project, (iii) such materials customarily used in construction of improvements, or (iv) petroleum products and other substances used in the operation of equipment and machinery in the process of construction of any Improvements at the Project, provided that each of the same are installed, stored and/or used in compliance with all applicable Environmental Laws. The phase one environmental site assessment must be prepared by a qualified professional acceptable to the City. The Developer shall comply with the requirements included in the NEPA Compliance Commitment Memorandum from the City of Detroit dated August 27, 2025, attached hereto as Exhibit J.

(e) The Developer shall have submitted evidence acceptable to the City that the Developer's Equity Contribution of at least twelve million eight hundred sixty-four thousand six hundred thirty-five and 00/100 dollars (\$12,864,635.00), including funds raised or to be raised through the syndication or sale of tax credits, has been committed to or has been used for the Development of the Project.

(f) The Developer shall have submitted evidence acceptable to the City that the Developer has raised or secured three million five hundred seventy-two thousand seven hundred seventy-four and 00/100 dollars (\$3,572,774.00) of additional financing.

(g) The Developer shall have submitted evidence acceptable to the City that the Developer has applied for and received a reservation of funds from the Authority for LIHTC.

(h) The Developer shall have provided a copy of the fully executed Operating Agreement, in form and substance satisfactory to the City.

(i) The Developer shall have submitted, in form and substance satisfactory to the City, a certified Budget approved by the City, evidencing that the combined amounts of the City Loan, the Developer's Equity Contribution and the Private Financing committed and obtained for the proper completion of the Project, are sufficient to meet all of the projected Project costs.

(j) The Developer shall have submitted, in form and substance satisfactory to the City, certified resolutions of the Developer and Manager that all individuals entering into, executing and delivering documents on behalf of the Developer are properly authorized to enter into, execute and deliver said documents.

(k) The Developer shall have submitted proof that the Developer has paid: (i) all real property taxes and personal property taxes assessed on the Project and the Project Site; or (ii) all payments required under any agreement for payments in lieu of taxes.

(l) The Developer shall have submitted evidence that all permits required for the proper completion of the Improvements to the Project Site have been obtained from the City of Detroit Buildings, Safety Engineering, and Environmental Department or will be so obtained prior to disbursement of the initial Advance.

(m) The Developer shall have submitted evidence that the Project has not been previously funded under the Act.

(n) The Developer shall have submitted a fully executed copy of a fixed price construction contract between the Developer and the Contractor, which contract shall be satisfactory to the City.

(o) The Developer shall have caused the delivery of the legal opinion of Developer's Counsel as to the matters set forth in Section 4.01, Section 4.02, and Section 4.03 of this Agreement, and any other legal opinions as may be reasonably required by the City or its Counsel.

(p) The Developer shall have submitted, in form and substance satisfactory to the City, an ALTA survey of the Project Site certified to the City and the title company.

(q) The Developer shall have submitted, in form and substance satisfactory to the City, evidence that the Developer has secured committed funds in the form of an income subsidy to the Project to assure that the Project, once completed and operating, will have sufficient income to meet the required debt service obligation and break-even cash flow during the term of the City Loan as identified in the Income/Operating Pro Forma attached hereto as Exhibit C, which shall reflect an operating assurance reserve and operating deficit reserve in an amount prescribed by the City, in its sole but reasonable discretion. Developer shall establish a segregated bank accounts for the sole purpose of maintaining the operating assurance and operating deficit reserves. Not later than thirty (30) days after the expiration of each calendar quarter during the term of this Agreement, Developer shall submit to the City a statement prepared by the financial institution at which the reserve accounts are maintained showing the existence of the accounts and the balances thereof. The account balances shall reflect the required deposits described in Developer's pro forma financial projections, as approved by the City. No expenditures from the reserve accounts may be made without the prior written consent of the City. The operating assurance reserve and operating deficit reserve accounts will be funded by Developer as provided in Developer's Operating Agreement. If the Developer is required to maintain an operating assurance reserve fund, operating deficit fund, or similar fund/reserves in connection with the Senior Loans, such funds shall satisfy the requirement to establish the operating assurance reserve and operating deficit reserve under this Agreement, provided such fund/reserves meet or exceed the amount of the operating assurance reserve required hereunder.

(r) The Developer shall have submitted an executed Site and Neighborhood Standards Certification in the form attached hereto as Exhibit E.

(s) The Developer shall have submitted an executed Conflict Certification in the form attached hereto as Exhibit F.

(t) The Developer shall have submitted an executed Lobbying Certification in the form attached hereto as Exhibit G.

(u) The Developer shall have submitted an executed Duplication of Benefits Certification in the form attached hereto as Exhibit K.

(v) The Developer shall have submitted to the City an assessment of the market conditions of the neighborhood in which the Project is located in the form of a third party market study as outlined in the NOFA.

(w) The Developer shall have submitted to the City the Cost Estimate, along with a statement from the Person signing the Cost Estimate that the cost estimates for the Project are sufficient to meet the City's standards and that there is no identity of interest between the signatory and the Developer or any Person that has an interest in the Developer. For purposes of this

Agreement, an “unrelated and qualified third party estimator” shall have the same meaning ascribed to this term in the NOFA.

(x) The Developer shall have submitted, in form and substance acceptable to the City, such other due diligence documents as may reasonably be required by the City.

(y) Developer shall have registered and received a unique entity ID from the United States SAM.gov system for both Developer and Developer’s managing member, confirming that neither Developer or its managing member are disbarred entities from receiving federal funds.

2.02 Completion of the Project. The Developer agrees that it shall comply with all the terms and conditions of the City Loan Documents and the Regulations and that it shall complete the Project in a timely manner by the Construction Completion Date and in accordance with the Project Schedule, the approved Project Plans and the Project Budget, and in compliance with all applicable laws, regulations, codes and ordinances and City of Detroit standards of construction. The Developer shall cause the Contractor to commence performance of the Project construction upon the Developer’s recording of a notice of commencement with the Wayne County Register of Deeds. The Developer shall notify the City when construction of the Project is complete. Such notice shall contain certifications or documentation necessary to establish the following:

(a) That Certificates of Occupancy/Acceptance have been issued for all units in the Project;

(b) That a certificate has been executed by the Architect, or the General Contractor in instances in which no architect has been retained for said certification, stating that the Project complies with (a) the Contract Documents, as that term is defined in the Construction Contract for the Project entered into between the Developer and the Contractor, and (b) the uniform physical condition standards required by HUD per 65 C.F.R. 77230, or any successor regulations; and

(c) That all City Loan funds advanced hereunder were expended for Eligible Project Costs.

Furthermore, contemporaneously with the execution of this Agreement, Developer shall have delivered to the City a Performance and Completion Guaranty (the “**Guaranty**”) in which the Guarantor, for the benefit of the Developer, shall guaranty completion of the Project and payment of the liabilities and cost over runs. Such Guaranty shall be in a form satisfactory to the City, in its sole discretion.

2.03 Operation of Project. The Developer shall operate the Project in accordance with the Regulations, the restrictions set forth in the Affordable Housing Restriction and the provisions of the other City Loan Documents. The Developer shall continuously comply with (i) all applicable building, fire, licensing, health, sanitation, historic preservation, environmental protection, rent control, land-use, subdivision and zoning ordinances and regulations promulgated by any national, state or local governmental body, agency or division having jurisdiction over the Project Site, (ii) the organizational documents of the Developer, and (iii) all restrictions or other encumbrances affecting title to the Project Site. The Developer agrees to comply with the applicable requirements of the

national and local boards of fire underwriters and, within a reasonable period following the City's request, to furnish the City such evidence thereof as the City may reasonably require. Without limiting the foregoing, upon completion of construction of the Project the Developer shall obtain a Certificate of Compliance and shall comply with all requirements for maintaining a Certificate of Compliance for so long as the Project is used as a multifamily housing development.

2.04 Renewal of Licenses and Other Documents. The Developer shall promptly renew before they expire all licenses, permits, and other documents required for the operation of the Project, and provide copies of the same to the City within thirty (30) days of receipt by the Developer.

2.05 Signage. Upon request of the City, the Developer shall provide a construction sign to be erected on the Project Site at a location selected by the City indicating that the Project Site work is being financed in part by CDBG-DR Funds.

2.06 Covenants against Conversion; Affordable Rents; Nondiscrimination; Allowable Charge. During the Period of Affordability, the Developer shall comply with the following covenants regarding the Affordable Units:

(a) The Developer hereby covenants not to convert the units rehabilitated or newly constructed in accordance with the Project Plans for the applicable Period of Affordability to condominium ownership or any form of cooperative ownership or mutual housing that has a resale structure that does not enable the cooperative to maintain Affordable Rents. The Developer further agrees that it shall maintain the Affordable Rents and Occupancy Standards required pursuant hereto. The City shall have the right to review rents for compliance with this Section 2.06 and to approve or disapprove of any rental increases.

(b) The Developer hereby covenants and agrees that the Developer will not discriminate against prospective tenants at the Project on the basis of their receipt of, or eligibility for, housing assistance under any federal, state or local housing assistance program or, except for a housing project for elderly persons, on the basis that the tenants have a minor child or children who will be residing with them, for the applicable Period of Affordability.

(c) The Developer hereby covenants and agrees that the Developer will not charge fees that are not customarily charged in rental housing, including, without limitation, laundry room access fees. The foregoing shall not prohibit Developer from charging reasonable application fees to prospective tenants or parking fees to tenants, only if such fees are customary for rental housing projects in the neighborhood; or fees for services such as bus transportation or meals, as long as such services are voluntary. If Developer is undertaking a homeownership project, Developer shall not charge servicing, origination, processing, inspection, or other fees for the costs of providing homeownership assistance.

(d) These covenants and those through the Affordable Housing Restriction shall constitute mutual covenants running with the Project Site during the applicable Period of Affordability and the City shall have the same right to invoke and enforce the provisions of this Article and all other relevant provisions of this Agreement against all successive and future owners of the

Project Site, unless said future owner or owners shall have acquired title to the Project Site pursuant to a foreclosure action instituted by the City or under loan documents securing a Senior Loan.

2.07 Amendment of Operating Agreement. Developer hereby agrees that it will not amend or revise the Operating Agreement in any manner that would impact the City's rights with respect to repayment of the City Loan unless the City has provided express written consent, in the City's sole discretion, for any such amendment or revision to the Operating Agreement.

2.08 Due on Sale or Refinancing. In the event of a sale, assignment or other transfer of the Project, or refinancing of the Project, or any portion thereof, or the sale, assignment or transfer of a controlling interest in Developer, without the prior written consent of the City, prior to the City Loan being paid in full, Developer shall pay the City, upon demand, the full amount necessary to discharge the City Loan. Notwithstanding the foregoing, investor member interests in the Developer and membership or partnership interests in the Tax Credit Investor may be transferred and the managing member of Developer may be replaced by the Tax Credit Investor without the consent of the City in accordance with the terms of the Operating Agreement, provided that, if a replacement managing member is not an Affiliate of the original Tax Credit Investor, such replacement managing member shall be subject to the approval of the City.

Notwithstanding the foregoing, the City acknowledges that one or more of the Senior Loans may mature prior to the maturity date of the City Loan. Provided the conditions enumerated below are met, the City will consent to a refinancing of the Senior Loans on their maturity dates by a new permanent loan in an amount equal to or less than the sum of the then outstanding principal balance of the Senior Loan plus reasonable closing costs plus funds to address necessary capital improvements as approved by the City (the "Refinanced Permanent Loan"):

(a) Developer shall notify each of the City with the proposed terms of such new loan not less than sixty (60) days prior to such refinancing;

(b) Developer shall be in compliance with all terms and conditions set forth in the City Loan Documents, including but not limited to requirements of the Affordable Housing Restriction;

(c) Developer shall provide evidence to the City that the proceeds of such Refinanced Permanent Loan inure only to the benefit of the Project, including that the Project will support the payment of the City Loan at maturity (which payment may be through refinancing the City Loan), such evidence to be satisfactory to City in City's sole discretion;

(d) The lender providing the Refinanced Permanent Loan shall enter into a subordination and intercreditor agreement in a form satisfactory to the City which provides the Refinanced Permanent Loan with the same payment seniority as the respective Senior Loan being refinanced, provided that the City shall not be required to subordinate the City Loan to such Refinanced Permanent Loan if the lender under such refinanced Permanent Loan is an affiliate of Developer or if the financial terms of such Refinanced Permanent Loan would be likely to materially impair the Developer's performance of its obligations under the City Loan Documents;

(e) Developer shall have provided to City an updated cash flow analysis, a copy of the commitment letter or term sheet for the Refinanced Permanent Loan and other requested documentation at least thirty (30) days prior to such refinancing;

(f) Developer shall pay to the City a reasonable transaction fee in an amount to be determined by the City and reimburse the City for reasonable legal fees incurred by the City in connection with the closing of the Refinanced Permanent Loan;

(g) Developer may not use the proceeds of the Refinanced Permanent Loan to pay off or make partial repayments of any loans subordinate to the City Loan or to make a distribution to any beneficial owner of Developer without specific additional consent by the City.

Further notwithstanding the foregoing, the City agrees that should additional permanent source or sources of financing secured after the date hereof to support development of the Project (which may take the form of an increase to an existing loan and/or a new loan from an existing Lender) be received by Developer the City will not unreasonably withhold, condition, or delay approval of such additional sources of financing or the execution by Developer of associated documentation (including, as applicable, new or amended loan documents). For clarity, the proceeds of such additional sources of financing shall not be included in Net Income.

2.09 Covenant against Transfer of Project Site. During the Period of Affordability or the term of this Agreement, whichever is longer, the Developer shall not, without the prior written consent of the City, which consent may be withheld in the City's sole discretion, (a) include, or permit any other person or entity to include, any real property that is part of the Project Site in any other existing or proposed project or development, or (b) except for utility and municipal easements in the ordinary course of business, assign, convey or transfer any such real property to any individual or entity, or agree to make such assignment, conveyance or transfer. The prohibition contained in this Section 2.09 shall apply to any such real property whether or not CDBG-DR Funds were or will be spent on the real property, and whether or not the other existing or proposed project or development will be financed in whole or in part by CDBG-DR Funds. By way of example, but not limitation, this Section 2.09 applies to any agreement by the Developer to convey a vacant lot that is part of the Project Site and that is not improved as part of the Project.

2.10 Compliance with Project Requirements and Other Federal Requirements. Without limiting or otherwise affecting the Developer's obligation under this Agreement to comply with all of the Regulations, the Developer agrees to comply with all applicable provisions of the following Regulations, as they may be amended from time to time, throughout the Period of Affordability: (i) Subpart F of the Regulations (project requirements), including but not limited to the property standards set out in 24 CFR 92.251 (including but not limited to the accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973); (ii) 24 CFR 92.351 (affirmative marketing and minority outreach); (iii) 24 CFR 92.350 (other federal requirements and nondiscrimination); (iv) 24 CFR 92.353 (displacement, relocation and acquisition requirements); (v) 24 CFR 92.354 (labor requirements); 24 CFR 92.356(f) (conflict of interest provisions); (vii) 24 CFR 92.355 (lead-based paint); (viii) 24 CFR Part 24 (debarment and suspension); (ix) 24 CFR 982.401 housing quality standards, and (x) uniform physical conditions standards required by HUD per 65 F.R. 77230.

2.11 CDBG-DR Requirements.

(a) Developer shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Developer shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR Funds.

(b) The U.S. Congress appropriated supplemental CDBG-DR funds for the 2021 disasters through Public Law 117-43, 117-180 to support long-term recovery efforts following FEMA# 4607 - Michigan Severe Storms, Tornadoes, and Flooding. The CDBG-DR regulations provide that the Secretary of Housing for Urban Development (HUD) requires that each grantee and subrecipient have procedures to prevent the duplication of benefits when it provides financial assistance with CDBG-DR funds, as required under section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (42 U.S.C. 5155) as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3441). Developer shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155). Developer must comply with HUD's requirements for duplication of benefits, imposed by all Federal Register notices, which include FR 6489-N-01 and all other applicable rules and regulations. Developer shall carry out the activities under this Agreement in compliance with the City's policy and procedure to prevent duplication of benefits in Exhibit K, Duplication of Benefits Certification.

(c) The Project must comply with the associated statutory and regulatory requirements outlined in 24 CFR 570, 87 FR 31636, 88 FR 3198, the Universal Notice found at 90 FR 6489 as well as of the Code of Federal Regulations.

2.12 Fixed and Floating Affordable Units. The City and the Developer agree that in the event the Project consists of Affordable Units and units that are not Affordable Units, the Affordable Units shall be designated floating units and not fixed units, as defined in 24 CFR 92.252(j). Developer shall provide the address of each Affordable Unit to the City no later than the time of initial occupancy of such Affordable Unit.

2.13 Compliance with Federal Administrative Requirements. Without limiting or otherwise affecting the City's or the Developer's obligation under this Agreement to comply with all of the Regulations, the City and the Developer each agree to comply with 2 CFR 200, as it may be

amended from time to time, throughout the Period of Affordability including, but not limited to (i) 2 CFR 200.301-309 standards for financial and program management, (ii) 2 CFR 200.303 internal controls, (iii) 2 CFR 200.327-332; performance and financial monitoring and reporting, (iv) 2 CFR 200.333-337 record retention and access, and (v) 2 CFR 200.500 et. seq. audit requirements and financial management.

2.14 Compliance with City Ordinances Affecting Affordable Housing. Without limiting or otherwise affecting Developer's obligation under this agreement to comply with all applicable laws, Developer agrees to comply with Chapter 22, Article II of the 2019 Detroit City Code (Affordable Housing Notification Requirements) and with Chapter 22, Article III of the 2019 Detroit City Code (Inclusionary Housing Requirements).

3 City Loan.

3.01 Financing the Total Development Cost. It is estimated that the Total Development Cost for the Project will not exceed seventeen million ninety-seven thousand four hundred nine and 00/100 dollars (\$17,097,409.00), subject to the final confirmation and adjustments of financial projections for the Project. The Developer proposes to finance the Project through the use of CDBG-DR Funds, the Senior Loans, Other Financing and the Developer's Equity Contribution.

3.02 City Loan and Terms. The CDBG-DR Funds allocated by the City for the Project shall be loaned to the Developer pursuant to the following terms and conditions: The City agrees to loan the Developer a total not to exceed the amount of six hundred sixty thousand and 00/100 dollars (\$660,000.00) in City Loan funds to assist in the financing of the Development of the Project. The City Loan will be comprised of six hundred sixty thousand and 00/100 dollars (\$660,000.00) in CDBG-DR Funds. The City Loan shall be evidenced and repaid in accordance with the respective terms and conditions of the City Note, which are summarized below:

(a) The City Note shall be An Unconditional Payment Note in the principal amount six hundred sixty thousand and 00/100 dollars (\$660,000.00) in of CDBG-DR Funds. The term of the City Note shall be approximately forty-two (42) years commencing on the Closing Date and ending on the Maturity Date. The Developer agrees to pay the City the principal sum thereof together with interest at an annual fixed rate of five percent (5%) simple interest, which interest shall begin to accrue on the Construction Completion Date.

(b) Commencing January 1, 2029, which is the day that is one year after the Construction Completion Date, and on each anniversary thereafter the Developer shall make a minimum annual payment of principal and interest of the greater of either: (i) two thousand five hundred and 00/100 dollars (\$2,500.00), or (ii) the lesser of (A) five percent (5%) interest which accrued on the principal amount of this Note in the preceding year, or (B) fifty percent (50%) of Net Cash Flow generated from the Project. Such payment shall be allocated first to any outstanding interest and then the outstanding principal balance of the City Loan; and

(c) On the Maturity Date, Developer shall make one (1) final payment in an amount equal to the entire outstanding principal balance of the City Note, together with all accrued

and unpaid interest thereon. The Developer hereby acknowledges that a substantial balloon payment may be due on the Maturity Date.

3.03 Proper Expenditures for City Loan Funds. The proceeds of the City Loan shall be used only to pay for Eligible Project Costs and Eligible Repairs.

3.04 Security for City Loan. Upon Closing of the City Loan, the Developer shall execute the City Mortgage in the amount of the City Loan, granting the City a mortgage lien in the Project and the Project Site and any improvements thereon, together with any additions or substitutions therefor, and a security interest in any equipment, fixtures and any other personalty owned by the Developer and associated with the Project, including, but not limited to, all proceeds from the operation of the Project, or any part thereof. Developer shall also execute, at Closing, an Assignment of Leases and Rents and cause Guarantor to execute the Guaranty relative to the Project for the benefit of the City.

3.05 Nonrecourse Loan. Except as otherwise provided in Section 6 hereof and the Guaranty, the City Loan and City Mortgage shall be nonrecourse as to the Developer and any officer, director, shareholder, general or limited partner, manager or member of the Developer absent fraud or willful misrepresentation on the part of said officer, director, shareholder, general partner, manager or managing member.

4 **Representations, Warranties and Covenants.** In order to induce the City to enter into and execute the City Loan Documents, the Developer represents, warrants and covenants to and with the City as of the date hereof and as of each subsequent Advance as follows:

4.01 Organization; Authority. The Developer is a duly organized, validly existing Michigan limited liability company, in good standing under the laws of the State of Michigan, with full power and authority to own its property, conduct its business as currently conducted and execute, deliver and perform its obligation under this Agreement and all other City Loan Documents.

4.02 Execution; No Breach. The execution, delivery and performance of the City Loan Documents by the Developer have been duly authorized by all requisite action and constitute valid, binding and enforceable obligations of the Developer in accordance with their terms. The consummation of the transactions contemplated by the City Loan Documents does not conflict with or result in (a) the breach of any valid regulation, order, writ, injunction, judgment or decree of any court or any governmental or municipal instrumentality, or (b) the breach of or default under any other agreement or other instrument to which the Developer is subject or by which the Developer is bound.

4.03 Litigation. Except as disclosed in writing to the City, there are no actions, suits or proceedings pending, or to the knowledge of the Developer, threatened in writing against the Developer or the Project Site or involving the validity or enforceability of the City Loan Documents or the priority of the liens created thereby, at law or in equity, that if adversely decided would materially impair the ability of the Developer to pay when due any amounts that may become payable with respect to the City Note; and to the Developer's knowledge, the Developer is not in default with respect to any order, writ, injunction, decree or demand of any court or any governmental authority.

4.04 Project Plans; Construction. The Project Plans as approved by the City are satisfactory to the Developer, and no construction in relation to the Project Plans has commenced prior to the execution of this Agreement. All construction will be completed within the perimeter of the Project Site in accordance with the Project Plans and in accordance with any restrictive covenants applicable thereto. Upon completion, there are no structural defects in the Project actually known to the Developer and no known violation of any local or other governmental requirement exists with respect to the Project Site. The anticipated use thereof complies with applicable zoning ordinances, regulations, and restrictive covenants affecting the Project Site, and all requirements for such use have been satisfied.

4.05 Advances. Each request for an Advance pursuant to Section 5 hereof, or the receipt of the funds requested thereby, shall constitute an affirmation that the representations and warranties contained in this Section 4 are true and correct as of the date of the required certifications for payment and will be true and correct on the date of receipt of the requested Advance.

4.06 Costs. The Developer's estimates of the cost of the work associated with the Project are made in good faith and are fair, reasonable and realistic. The Developer acknowledges and consents that if cost overruns are anticipated by the City and the Developer, the Developer will deposit with the City, or a disbursement agent acceptable to the City, sufficient funds to cover said overruns, and that failure to do so shall constitute a Default under this Agreement; provided, however, if the Developer is required to make a similar balancing deposit or payment under the Senior Loan documents, such deposit or payment shall satisfy the requirement to provide such funds under this Agreement, provided Developer delivers evidence of such deposits to the City. Such additional funds shall not be construed as "proceeds of the City Loan" under Article V, Disbursement of City Loan Funds, and, if deposited with a disbursement agent, shall be subject only to such City review and disbursement procedures as are ordinarily applicable to disbursements of Developer's Equity or Private Financing.

4.07 Compliance with Zoning and other Requirements. The Project will be constructed in such a manner as to conform to applicable zoning, planning and building codes, and other regulations of governmental authorities having jurisdiction over the Project, as well as City of Detroit Housing & Revitalization Department performance standards. All necessary utilities are available to the Project, and the Developer has obtained or will obtain all requisite building, environmental and other permits necessary for the construction of the Project. The Project shall comply with HUD minimum property standards.

4.08 Accuracy of Representations and Warranties. No representation or warranty of the Developer contained in this Agreement or in any of the City Loan Documents, and no statement contained in any certificate, schedule, list, or other instrument furnished to the City, the Authority, or any private lender funding the Project by or on behalf of the Developer contains, or will contain, any untrue statement of a material fact, or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein not misleading.

4.09 Affordable Housing. The Developer shall execute, abide by and record an Affordable Housing Restriction document that shall, among other things, impose the requirements of the Period

of Affordability and the provisions of Section 2.06 hereof, and shall be a covenant running with the Project Site for at least the Period of Affordability.

4.10 Tenant Relocation. Developer shall comply with the Tenant Relocation Plan attached as Exhibit L hereto, regarding the relocation of existing residents at the Clement Kerns Gardens affordable housing development project.

4.11 Financial Reports. Any financial data reports furnished by the Developer to the City, the Authority, or a private lender funding the Project are accurate and complete in all material respects and, as of the date thereof, fairly represent the financial condition of the Developer.

4.12 No Material Adverse Change. There has been no material adverse change in the condition, financial or otherwise, of the Developer since the date of the most recent financial report or statement referred to in Section 4.11 above.

4.13 Title. That Developer has or shall have by the Effective Date acquired good and marketable title to the Project Site and associated real property, and, if other than new construction, has further acquired all machinery, equipment, furnishing, fixtures and other improvements thereto.

4.14 Hazardous Substances. Prior to the demolition, repair and/or construction of any building, structure or improvement, or any part thereof, on the Project Site, all Hazardous Substances, or any other type of contamination, at levels that exceed or violate applicable Environmental Law, present at the Project Site, shall be encapsulated or removed and properly disposed of, or otherwise remediated, in accordance with state, local and federal regulations and the recommendations contained in the Residential Environmental Assessment, and the Developer shall obtain all clearances for Hazardous Substances and other types of contamination on the Project Site. In addition, the Developer covenants and agrees that, during the term of this Agreement, it shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Project Site in violation of any applicable Environmental Law. The Developer shall promptly give the City written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Project Site and any Hazardous Substances or Environmental Law of which the Developer has actual knowledge. If the Developer learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Project Site is necessary, the Developer shall promptly take all necessary remedial actions in accordance with Environmental Law.

4.15 Audited Financials. The Developer shall submit to the City, within ninety (90) days from the end of every calendar year during the term of the City Loan, an annual financial statement audited by an independent certified public accountant. The City may, at its sole cost and expense, conduct an audit of the Developer's books and records maintained for the Project at any time during the term of the City Loan.

4.16 Compliance with Laws. The Project will be constructed in such a manner as to comply with all applicable local, state and federal laws, executive orders and Regulations.

4.17 Licenses and Permits. The Developer shall, as required, hold and/or obtain all adequate assets, licenses, governmental and other permits, leases, authorizations, franchises, rights, certificates, consents and approvals from each governmental authority necessary for construction of the Project, and/or operation of the business of the Project, and all such adequate assets, licenses, governmental and other permits, leases, authorizations, franchises, rights, certificates, consents and approvals shall be and remain throughout the term of the City Loan in full force and effect to the extent necessary. None of the foregoing contain or will contain any term or condition that is materially burdensome or materially different than those possessed or held by other parties conducting or operating a similar business. Provided, however, such assets, licenses, governmental and other permits, leases, authorizations, franchises, rights, certificates, consents and approvals will be considered “in full force and effect” provided that they are reinstated within seven (7) business days of any lapse thereof.

4.18 Energy Standards. The Project shall comply with the Model Energy Code of the Council of American Building Officials, and the Developer shall take reasonable efforts to comply with the Energy Star specifications and the U.S. Green Building Council LEED standards. The Developer shall incorporate “Required Green Building and Energy Efficient Practices” as described in the NOFA. The Project shall incorporate reasonable cost-effective energy conservation and effectiveness standards required by the City of Detroit Housing & Revitalization Department and the NOFA.

4.19 Annual Reporting. The Developer shall submit to the City, within sixty (60) days from the end of every calendar year during the term of the City Loan, an annual report detailing the uses of CDBG-DR Funds and Other Financing utilized throughout the development of the Project annually, including, but not limited to: annual certified rent-roll within thirty (30) days of the Project’s fiscal year end; operating budget comparing actual to projected income/expenses prepared by Developer and/or property manager sixty (60) days prior to the Project’s fiscal year end; annual division 8 (HQS) inspection report; annual re-certification of tenant income; lease status and rental amount for each Affordable Unit; other data needed to support HUD reporting requirements and performance measures; and tenant income, household composition, and other information required to document tenant eligibility. The City may, at its sole cost and expense, conduct an audit of the Developer's books and records maintained for the Project upon reasonable advance notice to Developer of not less than one (1) business day, during the term of the City Loan.

4.20 Replacement Reserves. On the Construction Completion Date and on each anniversary thereof during the term of the City Loan, Developer shall deposit into a replacement reserve fund (the “**Replacement Reserve Fund**”). an amount equal to nine thousand three hundred and 00/100 dollars (\$9,300.00). No expenditures from the Replacement Reserve Fund account may be made without the prior written consent of the City. If the Developer is maintaining a replacement reserve fund or similar fund/reserves in connection with the Senior Loans, such fund/reserves may be used to satisfy the Replacement Reserve Fund required hereunder, provided such fund/reserves meet or exceed the amount of the Replacement Reserve Fund required hereunder, and further provided that when such Senior Loan has been repaid in full, any balance remaining in the reserve accounts in connection with the Senior Loans shall be transferred to the Replacement Reserve Fund.

5 **Disbursement of City Loan Funds.** The proceeds of the City Loan shall be disbursed by the City or, if applicable, the Disbursing Agent, to the Developer for Eligible Project Costs and Eligible Repairs in accordance with the provisions of this Section 5 and any Disbursement Agreement executed in conjunction herewith. Unless otherwise agreed between the City and the Developer, all Advances of City Loan funds shall be made by the City or the Disbursing Agent, and the City or the Disbursing Agent shall thereupon disburse the City Loan funds to the Developer. The Developer may not request disbursement of City Loan funds until such funds are needed for payment of Eligible Project Costs and Eligible Repairs, and the amount of each request shall be limited to the amount needed for payment of Eligible Project Costs and Eligible Repairs, as applicable. If there is equity of Developer remaining after the payment of the soft construction costs and land acquisition, that equity shall be used to fund hard costs of construction of the Project until such equity is exhausted before the proceeds of the City Loan are disbursed. Provided all applicable conditions precedent set forth in this Agreement and any Disbursement Agreement are satisfied, the City Loan shall be disbursed in accordance with the following:

5.01 Requests for Advances. For each request for the disbursement of an Advance, the Developer shall deliver to the City and/or its Disbursing Agent a Requisition Certificate on a form provided by the City and a request for an Advance (“**Request for Advance**”), on AIA Forms 702 and 703 or their equivalent, which shall be signed by the Contractor and the Architect, setting forth the amount of the Advance requested and the line item costs to be paid from the Advance as shown on the Budget and showing all changes from the immediately preceding Request for Advance, and which shall include, without limitation, the following:

(a) A certification that the Construction Amount, when combined with other Project financing and any equity allocated in the Budget for construction costs, shall include all direct and indirect costs related to the construction of the Improvements;

(b) An application and Certificate for Payment (AIA Document G-702) from the Contractor and the Architect certifying that the Improvements have been completed in accordance with the Project Plans in a good and workmanlike manner to the degree of completion as represented in the Request for Advance;

(c) A construction disbursement schedule on an applicable AIA form therefor, or its equivalent, showing actual costs of the construction, which schedule shall be approved by the City and certified by the Developer, the Architect, and the Contractor with respect to the following, all in accordance with the Budget;

(i) The amount of construction costs expended to date;

(ii) The percentage of completion for each item of construction; and

(iii) The balance of the amount required to fully complete the Project and pay the balance of the construction costs;

(d) With respect to indirect or soft costs to be paid from the Construction Amount, a certification from the Developer, together with such supporting invoices as the City or the

Disbursing Agent may reasonably request, certifying to the following, all in accordance with the Budget: the person or entity to be paid, the nature and amount of the payment, an itemization of the total amount of previous requests for payment, the amount of the current request and the balance to be paid after the current request, all compared to the Budget;

(e) Uniform sworn statements of the Contractor, and waivers of lien from the Contractor, subcontractors and material suppliers for each item included therein, together with such supporting invoices as the City or the Disbursing Agent may reasonably request, showing payment of all construction costs, including labor, material, and other expenditures, to the date of the last draw request;

(f) Evidence that the undistributed proceeds of the Construction Amount, without considering retainage as undisbursed, are sufficient to complete the Improvements in accordance with the Project Plans and the Construction Contract, and pay the balance of the costs set forth in, and in accordance with, the Budget, as the same may be adjusted from time to time and approved by the City. All cost overruns in any individual Budget line items will be paid as follows: first, from reallocation of savings from other individual Budget line items and second, by funds provided by the Developer; and

(g) Contractor shall provide clearances to the City that it has complied with the Davis-Bacon Act, Executive Order 2016-1 (December 16, 2016), as amended or replaced, and Executive Order 2024-02 (July 9, 2024), as amended or replaced. The City agrees to use good faith efforts to timely issue said clearances once the Developer has provided all information to the City necessary for the issuance of same.

5.02 Disbursement of Advances. Within ten (10) business days after receipt of the items set forth in Section 5.01 above, the City or Disbursing Agent shall review the completeness and sufficiency of the Request for Advance, the aforementioned certifications and the sworn statements and lien waivers from the Contractor, and any subcontractor, suppliers or materialmen involved in the work, and the City or the Disbursement Agent shall cause a thorough search of the title to be made. Prior to any disbursements hereunder, the City or Disbursing Agent shall receive an endorsement to the title insurance policy, dated not earlier than the date of such request for disbursement, indicating that since the last preceding Advance, if any, there has been no material adverse change in the state of the title which would affect the priority or status of the City Mortgage, and having the effect of increasing the coverage of the policy by an amount equal to the disbursement then being made and insuring the relative priority of the City Mortgage over unrecorded construction liens as of the date of the Contractor's and any subcontractor's, supplier's and materialmen's sworn statements presented in support of such disbursement request. Should the search of the title reveal the existence of any lien not specifically excepted in the title policy, or which the Disbursing Agent is unwilling to insure over, the Disbursing Agent shall immediately notify the Developer in writing and shall withhold any further disbursements until said lien(s) are removed or bonded over; however, with respect to the Developer bonding over any lien against the Project, the surety company and the terms of the bond must be acceptable to the City in its sole discretion. In addition, upon receipt of the Request for Advance, required certifications, and the sworn statements and lien waivers, the City shall inspect or cause an inspection of the work for which an Advance is being requested to be performed. If the City determines that the work for which an Advance is being requested has been properly

completed in accordance with the Project Plans and that there exists no lien on the Project Site not specifically excepted in the title policy and the City has received the herein-described endorsement to the title policy, it shall disburse or, if applicable, authorize the Disbursing Agent to transmit to the Developer, the requested and approved amount of funds, less ten percent (10%) retainage with respect to hard costs only, which retainage will be held until such time as the repair or new construction work to the Project Site is fully completed, the Developer has obtained a Certificate of Occupancy/Acceptance, the Developer has obtained a Certificate of Compliance, and Developer has provided the City with all accomplishment data requested by the City. Payment shall be in the form of a check payable to the Developer and the Contractor. If the City or the Disbursing Agent determines, after review of all required information for payment, that a lesser amount than requested, including no amount, is eligible for payment under this Agreement, it shall thereupon notify the Developer and the Contractor of its determination and the reasons therefor, and neither it nor the City shall be liable to pay the amount requested. If the Developer notifies the Disbursing Agent and/or the City that it will accept the lesser eligible amount, the City or Disbursing Agent shall process the payment request for the lesser eligible amount. If the Developer provides the necessary additional documentation or takes the necessary steps, such that the requirements of this Agreement are satisfied, to enable the City or the Disbursing Agent to revise its determination, the City or the Disbursing Agent shall process the payment request pursuant to this Section 5.02 and such amount shall be paid to the Developer. All requests for Advance shall be delivered to the City and, if applicable, the Disbursing Agent, at least ten (10) business days prior to the date of the requested Advance.

5.03 Partial Disbursement of Advances. The amount, timing and procedures for any partial disbursement shall be reasonably determined by the City, except that each disbursement must be in accordance with this Agreement and must be approved in writing in advance by the City, which approval shall not be unreasonably delayed or withheld. Notwithstanding the aforesaid, the amount undisbursed under the City Loan, the Senior Loans, Developer's equity contribution, and any sources of Other Financing shall not be less than the cost to complete the remaining work for the Project.

5.04 Advances Following an Event of Default. Notwithstanding any other provision of this Agreement or any other City Loan Document, (i) upon the occurrence and continuance beyond applicable notice and cure periods of an Event of Default, the City, in its sole and absolute discretion, may refuse to make, and may prohibit the Disbursement Agent (if any) from making, any Advance until the Event of Default is cured, and (ii) in no event shall any Advance be made in the event a Default has occurred under any of the City Loan Documents.

5.05 Final Advance. Final payment, constituting the entire unpaid, undisbursed balance of the City Loan proceeds remaining upon completion of the work will be made within ten (10) days of final inspection of the work, provided the following has occurred: (i) the Developer has received permits from the City of Detroit Buildings & Safety Engineering, and Environmental Department for any plumbing, electrical, engineering or building work conducted on the Project Site certifying that all systems have been operationally tested and found to be in good working order; (ii) the Developer has obtained a Permanent Certificate of Occupancy/Acceptance and a Certificate of Compliance for each unit in the Project; (iii) the Developer has obtained final unconditional lien waivers, signed by the Contractor and each subcontractor and submitted same to the City and the Disbursing Agent; (iv) the City has received the requisite endorsement to the title policy as described in paragraph (b) above; (v) all change orders for the Project, whether funded by City Loan proceeds or another

financing source, have been paid in full; (vi) the City has received the Architect's certificate of Project completion; and (vii) and Developer has provided to the City all accomplishment data requested by the City.

6 Indemnification and Insurance

6.01 Indemnification of the City. The Developer, and, with respect to Section 6.01(e) only, Manager, shall indemnify, save and hold harmless the City and the City's agents, employees, elected officials and officers against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the City or the City's agents, employees, elected officials and officers by reason of any of the following occurring during the term of this Agreement:

(a) any negligent or tortious acts of the Developer or of its personnel, employees, consultants, agents or any subcontractors; or

(b) any failure by the Developer or any of its personnel, agents, employees, consultants or subcontractors to perform its obligations, either express or implied, under this Agreement; or

(c) any act, failure to act or misrepresentation by the Developer or any of its personnel, employees or agents in connection with the Project;

(d) any act, failure to act or misrepresentation by the Developer or any of its personnel, employees or agents under the Loan Documents; or

(e) any removal of Manager as manager, managing member, or general partner of Developer.

6.02 Environmental Indemnification. In addition to the above, the Developer hereby certifies, represents, warrants and covenants that, except as disclosed in that certain Environmental Assessment Determinations and Compliance Findings for HUD Assisted Projects dated July 25, 2025, prepared by Kim Siegel, HEROS Number 900000010486538, to the best of Developer's knowledge, no Hazardous Substances or any other type of contamination at levels that exceed or violate applicable Environmental Law, are present at the Project Site (or, if any such Hazardous Substances were or are present at the Project Site, that such Hazardous Substances or other contaminated materials have been or will be removed and properly disposed of in accordance with applicable local, state and federal laws and regulations), and the Developer shall jointly and severally indemnify, save and hold harmless the City and the City's agents, employees, officers and elected officials against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by or asserted against the City or the City's agents, employees, officers and elected officials, for any related claim or injury covered under this paragraph and arising after the date hereof. The indemnification obligation of the Developer under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation

or benefits payable by or for the Developer under the Workers' Compensation Act or other employee benefit act, and shall survive expiration or termination of this Agreement.

6.03 Developer's Obligation to Defend Action Brought against the City. In the event that any action or proceeding is brought against the City or the City's agents, employees, officers or elected officials by reason of any claim covered by the Developer's indemnity obligations under this Section 6, the Developer (and Manager if a claim is brought by reason of Section 6.01(e)), upon notice from the City, shall, at the Developer's sole expense and with counsel of the Developer's choice, subject to approval of the City (which approval shall not be unreasonably withheld or delayed) (and, in the case of a claim brought by reason of Section 6.01(e), at the expense of the Developer and Manager and with counsel chosen by the Developer and Manager, subject to approval by the City, which approval shall not be unreasonably withheld or delayed), resist and defend such action or proceeding on the City's behalf. Anything contained in this Section 6 to the contrary notwithstanding, the City shall have the right to assert any claims against the Project Site or any portion thereof as a result of acts described in subsections 6.01(a) through 6.01(e) above. Any liability of the Developer or Manager under this Section 6 shall not constitute Eligible Project Costs and shall not be satisfied out of funds designated for Project purposes. The obligations under this paragraph shall survive expiration or termination of this Agreement.

6.04 Safeguarding of Property and Materials. In addition, the Developer agrees that it is the Developer's sole responsibility, and not the responsibility of the City, to safeguard and/or ensure the protection of the property and materials that are used in the construction or rehabilitation of the Project.

6.05 Insurance. The Developer shall maintain or cause to be maintained, at its sole expense during the term of this Agreement the following insurance with respect to the Project:

(a) If applicable, Workers' Compensation insurance that meets Michigan's statutory requirements or employer's liability insurance with minimum coverage limits of Five Hundred Thousand (\$500,000) Dollars each accident, each disease and each disease per employee. The Developer agrees to obtain a similar covenant with respect to Workers' Compensation insurance from any consultant or contractor retained by it to construct or rehabilitate any portion of the Project;

(b) Commercial general liability insurance with minimum limits of One Million (\$1,000,000) Dollars, each occurrence for bodily injury and property damage and Two Million (\$2,000,000) Dollars general aggregate. Said policy shall include coverage for independent contractor's liability;

(c) Builder's Risk Insurance against loss or damage to the Project Site and the materials and supplies to be used in the construction thereof, whether such be materials or supplies are incorporated into the Project Site or assembled on the premises for the purpose of being incorporated into the Project Site. This insurance shall insure against loss from the perils of fire, extended and broad form coverage and shall be in an amount not less than the amount of the Construction Contract for the Project;

(d) If applicable, automobile liability insurance covering all insurable automobiles, trucks, motorcycles or other automotive equipment whether owned, non-owned or hired, complying with the provisions of the Michigan No-Fault Insurance Act, with minimum combined single limits of One Million (\$1,000,000) Dollars each occurrence for bodily injury and property damage;

(e) Excess Liability Insurance in the minimum amount of One Million (\$1,000,000) Dollars for the insurance provided in items (b) and (d) of this Section 6.05.

(f) Automotive Public Liability/Property Damage Insurance covering all tractors and other automotive equipment not covered in (d) above in the minimum amount of Five Hundred Thousand (\$500,000) Dollars whether owned or rented by the Developer or its Contractor, or owned by employees of the Developer or its Contractor;

(g) Fire and hazard insurance covering the Project against fire and other hazards included within the term "Broad Form and Extended Coverage", in an amount not less than the replacement value of the completed Project, which names the City of Detroit as a loss payee; and

(h) Such other insurance as may reasonably be required by the City for the Project.

If during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the foregoing insurance limits, the Developer shall furnish, within a reasonable period following demand, such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected under valid and enforceable policies, issued by insurers qualified to do business in the State of Michigan that have a Bests' rating of no less than A:VII.

All required insurance policies hereunder shall name the Developer as the insured and, excepting workers compensation coverage, the City as additional insured (or mortgagee, for builder's risk insurance or fire and hazard insurance) and shall be accompanied by a commitment from the insurer that such policies shall not be canceled, modified or reduced without at least thirty (30) days' prior written notice to the Developer and the City. Certificates of insurance evidencing such coverage shall be submitted to the City prior to the Effective Date and at least thirty (30) days prior to the expiration dates of expiring policies. Certified copies of all insurance policies on which the City is named as additional insured or mortgagee shall be provided to the City by the Developer as soon as the same are available to the Developer. In addition, all contracts between the Developer and the Contractor shall require that the Contractor maintain all of the insurance required by this Article, as applicable, and the liability insurance shall name as an additional insured the City, its agents, successors and assigns.

6.06 Bonds. If the total construction cost for the Project exceeds One Hundred Thousand (\$100,000) Dollars, the Developer shall cause the Contractor to furnish the Developer and the City (as dual obligee) performance and payment surety bonds conforming to the statutes of the State of Michigan.

(a) Each bond shall run to the City and the Developer and shall be in the amounts as follows:

- (i) Performance Bond - 100% of the total construction cost
- (ii) Payment Bond - 100% of the total construction cost

(b) The date of the bonds shall be as directed by the City but no earlier than the effective date of the Construction Contract.

7 **Special Reporting**

7.01 **Developer's Obligation to Maintain Specific Information.** The Developer hereby covenants and agrees that the Developer will maintain data on the race, ethnic origin, gender, and income of tenants occupying the Project Site following acquisition and prior to construction by the Developer. Further, if applicable, the Developer agrees to provide to the City a copy of the "Move In After Tenant Application", submitted to the tenants that move into the Project Site after the Developer's NOFA response is submitted and prior to completion of the Project.

7.02 **Verification of Income.** The Developer hereby covenants that the determination of whether a family meets the income requirements set forth herein shall be made by the Developer at the time of leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such family. Developer shall maintain as part of its Project records (a) copies of all leases of units in the Project, and (b) all initial and annual income certifications of tenants of the Project. Within sixty (60) days after the end of each calendar year of occupancy of any portion of the Project, the Developer shall provide to the City annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each family occupying a unit at the Project. With respect to families which became occupants of the Project in the prior year, the annual report shall be in a form reasonably approved by the City and shall contain such supporting documentation as the City shall reasonably require. In addition to the foregoing, the Developer shall keep such additional records and prepare and submit to the City such additional reports as the City may reasonably deem necessary to ensure compliance with the requirements of the Affordable Housing Restriction and of the Program.

7.03 **Maintenance of Records; Inspection.** The Developer hereby covenants and agrees that the Developer will maintain the data required pursuant to this Section 7 and shall, upon reasonable notice and during normal business hours, give access to it and all books, accounts, reports, files, and other papers or property of the Developer pertaining to the City Loan to the inspector General of HUD, the Comptroller General of the United States, the City or any of their duly authorized representatives for the purpose of making surveys, audits, examinations, excerpts and transcripts.

8 **Selection of Contractors.** The Developer hereby covenants and agrees that it will use prime contractors who (a) agree to place minority and women subcontractors on solicitation lists and to solicit bids from minority and women subcontractors whenever they are potential sources of materials or services, (b) agree to divide total contract requirements into smaller tasks or quantities, and establish delivery schedules, so as to permit maximum minority and women business participation,

and (c) agree to use the services and assistance of the Minority Business Development Agency of the Department of Commerce and the Interagency Committee on Women Business Enterprise, as needed.

9 **Affirmative Fair Housing Marketing Plan; Participation in City Housing Portal**

9.01 **Obligation of the Developer to Affirmatively Market Completed Project.** The Developer hereby covenants and agrees that it will affirmatively market the completed Project in compliance with 24 CFR 92.351.

9.02 **Specific Requirements of Affirmative Marketing Plan.** The Developer hereby covenants and agrees that it will use the Equal Housing Opportunity logotype or slogans when advertising for tenants, display fair housing posters, and use community organizations, churches, employment centers, fair housing groups or housing counseling agencies as sources to solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach.

9.03 **Records of Affirmative Marketing Plan.** The Developer hereby covenants and agrees that it will maintain records of its affirmative marketing efforts for the term of this Agreement. The specific affirmative marketing responsibilities required of the Developer are attached hereto as Exhibit H.

9.04 **City of Detroit Housing Portal.** From the Effective Date until the repayment in full of the City Loan, Developer shall use and participate in the Housing Portal to advertise available rental units at the Project, so long as the Housing Portal exists. Developer shall work with City staff to create a property listing for the Project within the Housing Portal and shall coordinate marketing efforts for available units at the Project with the City. Developer shall review its listing on the Housing Portal and shall make updates to any listings, if necessary, on at least an annual basis. When the Project has immediate vacancies, and the Developer has exhausted its waitlist (if any) for the Project, Developer shall use the Housing Portal to market those vacancies. Developer shall update its listing within the Housing Portal when Developer's waitlists (if any) for the Project opens or closes. Developer shall provide the City with such information as the City may reasonably request to maintain accurate information about the Project on the Housing Portal. Communications to the City regarding the property listing for the Project, vacancies, waitlist openings, or other information required to be provided pursuant to this Section 9.04 may be sent to detroithomeconnect@detroitmi.gov.

10 **Default**

10.01 **Events of Default.** The term “**Event of Default**”, whenever used in this Agreement, shall mean any one or more of the following continuing beyond applicable notice and cure periods:

(a) Failure by the Developer or Guarantor to fulfill its obligations under the City Loan Documents or any other collateral or associated documents executed in connection with the City Loan Documents;

(b) Violation of, or a failure by the Developer to fulfill its material obligations under, the Developer's Articles of Organization, Operating Agreement or any other documents executed in connection therewith, beyond any applicable notice and cure period set forth therein;

(c) Violation by the Developer or the Guarantor of any of the covenants, representations, warranties, certifications, agreements or stipulations in the City Loan Documents or any other documents executed in connection with the City Loan Documents;

(d) Admission in writing by the Developer of its inability to pay its debts generally as they become due;

(e) The institution of any bankruptcy, reorganization or insolvency proceedings or any similar proceedings whether voluntary or involuntary, filed under any present or future bankruptcy or other applicable law by or against the Developer if not dismissed within sixty (60) days;

(f) Abandonment of the Project by the Developer, as determined by the City in the City's sole discretion;

(g) Failure to commence the Project after a period of thirty (30) days has elapsed from the effective date of this Agreement;

(h) Failure to complete the Project, as evidenced by a Certificate of Occupancy/Acceptance issued by the City of Detroit Buildings, Safety Engineering, and Environmental Department by the Construction Completion Date;

(i) Except as permitted pursuant to Section 2.08 above, removal of Manager as the manager, managing member, or general partner of Developer (as applicable) without the City's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, or failure to cause Manager to be replaced with an entity approved in writing in advance by the City;

(j) Failure by Developer to fulfill its obligations under any Other Financing loan documents or other documents executed in connection therewith, beyond any applicable notice and cure period set forth therein;

(k) Any act or omission to act by the Developer or its partners or members, or by any director, officer or employee thereof, that results in a violation of any federal, state or local conflict of interest laws, regulations, rules or policies, including, but not limited to, those applicable to the federal Community Development Block Grant-Disaster Recovery program or any violation of the Conflict Certification;

(l) The City, in good faith and in its reasonable commercial judgment, deems itself insecure and believes that the prospect of the Developer's performance of any of its obligations under the City Loan Documents is materially impaired as a result of any federal, state or local government audit or investigation of the Developer or its partners or members, or of any director, officer or employee thereof;

(m) The occurrence and continuation of an “Event of Default” as defined in the City Loan Documents; or

(n) Failure to pay real property taxes (or payments in lieu of taxes, if applicable) on the Project Site before delinquent, make necessary repairs to the Improvements, adequately insure the Project Site, and/or provide the City with the reports required by Section 4 and Section 7. Provided, however, that if Developer contests the validity or amount of any such tax or payment in lieu of taxes assessment in good faith and by appropriate proceedings and provides to City security in such amount and in such form as City may reasonably require to assure the discharge thereof, City may defer payment thereof during the pendency of such contest.

10.02 Default; Notice and Cure Period. An uncured Event of Default shall be a “**Default**”. Upon the happening of an Event of Default the non-defaulting party shall provide the defaulting party written notice thereof. The continuance of any such Event of Default in excess of thirty (30) days (which is the cure period for Events of Default occurring under this Agreement, other than the Events of Default specified below) or such other applicable cure period as specified in the applicable City Loan Documents, or such other collateral or associated document executed in connection with the City Loan, after the receipt of written notice of such Event of Default from the non-defaulting party, or; if such Event of Default is of such a nature that the same cannot be cured within such thirty (30) day period or such other cure period of time as specified in the applicable City Loan Document, or such other collateral or associated document executed in connection with the City Loan, the failure of the defaulting party to commence to cure such Event of Default within such period and thereafter diligently pursue such curing, shall constitute a Default hereunder and the non-defaulting party shall have the rights and remedies herein provided. If an Event of Default is cured within the applicable cure period specified herein, or in the applicable City Loan Document, or any other collateral or associated document, the non-defaulting party shall provide the defaulting party notice of its acknowledgment and acceptance of such cure; however, failure to provide said acceptance and acknowledgment shall not be construed to mean that such cure did not occur. Any such acknowledgment and acceptance given in any one instance shall not be deemed a waiver, or release said defaulting party of its obligation under this Agreement for any future default.

Notwithstanding anything contained herein or in the City Loan Documents to the contrary, the occurrence of any of the Events of Default listed in Section 10.01(f), 10.01(g), or 10.01(i) above, as well as the failure timely to pay principal and interest when due under the City Note, constitute automatic Defaults under this Agreement, and do not require notice or a cure period.

10.03 Cure by Tax Credit Investor. Notwithstanding anything to the contrary contained in the City Loan Documents, Tax Credit Investor shall have the right, but not the obligation, to cure any default of Developer under any City Loan Document, and City agrees to accept cures tendered by Tax Credit Investor, as follows: (a) with respect to any monetary default under the City Loan Documents, City shall notify Tax Credit Investor in writing of such monetary default, and Tax Credit Investor shall have ten (10) days after the receipt of said notice of such monetary default to cure such monetary default; and (b) with respect to any nonmonetary default under the City Loan Documents, City shall notify Tax Credit Investor in writing of such nonmonetary default, and Tax Credit Investor shall have thirty (30) days after the receipt of such notice of such nonmonetary

default to cure such default, provided, however, that if the Tax Credit Investor is removing and replacing the managing member of Developer in order to cure a default, the time period to cure shall be extended for an additional sixty (60) days to permit the Tax Credit Investor to complete such removal and replacement. City agrees that the City Loan Documents will not be considered to be in default until the expiration of all contractual notice and cure periods provided to Developer and Tax Credit Investor. Copies of all notices of default under the City Loan Documents shall also be sent to the Tax Credit Investor at the address set forth in this Agreement.

10.04 Remedies upon Default. Whenever an Event of Default shall have occurred and shall not have been cured, such that it has become a Default, the non-defaulting party may exercise any right, power, or remedy, including, but not limited to, terminating this Agreement and/or the City's obligations hereunder, accelerating repayment of the applicable City Note, foreclosing on the City Mortgage, and instituting a cause of action for any damages incurred by such non-defaulting party as a result of such Default, including any reasonable costs the non-defaulting party might incur in enforcing or attempting to enforce this Agreement or any of the City Loan Documents, including reasonable attorneys' fees, permitted to it by law and under the City Loan Documents. Furthermore, whenever an Event of Default shall have occurred and shall not have been cured, such that it has become a Default, the City may make such payments and do such acts as the City considers necessary or reasonable to protect the City's security interest in the collateral, including the City's right to pay, purchase, contest, or compromise any encumbrance, charge or lien which the City determines to be prior or superior to the City's security interest (other than debt in connection with Other Financing or Private Financing previously approved by the City) and to pay all expenses incurred or expended in connection therewith. The City may exercise any and all of the rights accruing to the City as a secured party under the Code and any other applicable law.

10.05 Remedies Non-Exclusive. The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided at law or in equity, including an action for specific performance of any covenant contained in this Agreement, the applicable City Note or the City Mortgage. No delay or omission of any party in exercising any right or remedy available under this Agreement shall impair any such right or remedy or constitute a waiver of any default or an acquiescence thereto.

11 Fair Employment Practices.

11.01 Compliance with Federal Laws. In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunities, and including, but not limited to, Title VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 Stat. 252) and United States Department of Justice Regulations (28 CFR Part 42) issued pursuant to said Title; federal requirements set forth in 24 CFR 5.105(a); Federal Executive Order 11246, as amended; and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunities, including, but not limited to, the Elliott-Larsen Civil Rights Act (P.A. 1976, No. 453, MCL 37.2101 et seq.) and the Michigan Handicappers' Civil Rights Act (P.A. 1976, No. 220, MCL 27.1601 et seq.), the parties hereto agree that they will not discriminate against any person, employee, consultant or applicant for employment with respect to his or her hire, tenure, terms, conditions or privileges of employment because of his or her religion, race, color, national origin,

age, sex, height, weight, marital status or handicap that is unrelated to any person's ability to perform the duties of a particular job or position.

11.02 Compliance with City of Detroit Ordinances, Rules and Orders. The parties hereto agree to comply with those rules and procedures adopted by the Civil Rights, Inclusion, and Opportunity Department pursuant to Article 7, Chapter 7 of the 2012 Detroit City Charter, Chapters 22 and 23 of the Detroit City Code, and, if applicable, Executive Order 2016-1 (December 16, 2016), as amended or replaced, and Executive Order 2024-02 (July 9, 2024), as amended or replaced. The Developer agrees to timely supply the City, upon request, with a report of the number of minority-owned businesses and women-owned businesses which participated or are participating in the Project as subcontractors to the Contractor, and to provide such other information on the use of minorities and women in the Project as the City may reasonably request.

11.03 Compliance by Contractors and Subcontractors. The Developer further agrees that it will notify any and all Contractors and subcontractors of their obligations relative to nondiscrimination under this Agreement when soliciting same, and will include the provisions of this Article in all contracts or subcontracts executed by Developer in connection with the Project, and that it will take such action with respect to any contract, subcontract or procurement as the City may reasonably direct as a means of enforcing such provisions, including sanctions for noncompliance.

11.04 Compliance with Davis-Bacon Act. The Developer shall comply with the provisions of the Davis-Bacon Act, if applicable.

12 **Violence Against Women Act**

12.01 Applicability. Developer is hereby notified that by Developer's acceptance of the City Loan the Project shall constitute rental housing assisted with CDBG-DR Funds and Developer and the Project shall comply in all respects with the requirements of VAWA, including, but not limited to, prohibitions against the denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking

12.02 Notice and Certification. Developer shall provide each of its applicants and each of its tenants (a) the "Notice of Occupancy Rights Under the Violence Against Women Act", being Form HUD 5380, as prescribed and in accordance with directions provided by HUD, and (b) the certification in the form of Form HUD-5382, to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault or stalking or any replacement of such form prescribed by HUD. The foregoing notice and certification shall be provided (1) whenever an applicant is denied assistance or admission to lease a unit at the Project, (2) at the time any individual is provided assistance or admission to lease a unit at the Project, and (3) with any notification of eviction or notification of termination of assistance. Such notification and certification shall be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166.

12.03 Prohibited Basis for Denial or Termination of Assistance or Eviction.

(a) Developer shall not deny admission to, deny assistance under, terminate from participation, or evict from the Project any applicant or tenant on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

(b) Developer shall not deny a tenant of the Project any tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

(i) The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and

(ii) The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.

(c) An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed by Developer as:

(i) A serious or repeated violation of a lease by the victim or threatened victim of such incident; or

(ii) Good cause for terminating the assistance, tenancy, or occupancy rights of the victim or threatened victim of such incident.

12.04 Limitations of VAWA protections.

(a) Nothing in this Section 12 limits the authority of Developer, when notified of a court order, to comply with a court order with respect to:

(i) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or

(ii) The distribution or possession of property among members of a household.

(b) Nothing in this Section 12 limits any available authority of Developer to evict or terminate assistance to a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, Developer shall not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

(c) Nothing in this Section 12 limits the authority of Developer to terminate assistance to or evict a tenant from the Project if Developer can demonstrate an actual and imminent

threat to other tenants or those employed at or providing service to property of Developer would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” in 24 CFR § 5.2003.

(d) Any eviction or termination of assistance, as provided in Section 12.04(c) should be utilized by Developer only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

12.05 Emergency transfer plan. Developer shall adopt an emergency transfer plan, no later than thirty (30) days following the date of this Agreement, based on HUD's model emergency transfer plan, in accordance with the requirements of 24 CFR § 5.2005.

13 **Miscellaneous Provisions**

13.01 Amendments. No provision shall be added to and no existing provision of this Agreement shall be amended, waived or modified except by an instrument in writing signed by the parties hereto.

13.02 Assignment.

(a) The Developer shall not assign, transfer or encumber, directly or indirectly, any interest whatsoever in this Agreement, and shall not transfer any interest in the same without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Any such consent given in any one instance shall not relieve the Developer of its obligation to obtain the prior written consent of the City to any further assignment.

(b) This Agreement shall bind the parties, their, successors and assigns, and shall inure to the benefit of the parties and their respective successors and assigns.

13.03 Notices. All notices, consents, approvals, requests and other communications (herein collectively called “**Notices**”) required or permitted under this Agreement shall be given in writing, signed by an authorized representative of the applicable party hereto, and sent by certified or registered mail, return receipt requested, or delivered overnight by reputable overnight courier and addressed as follows:

If to the City: City of Detroit
Housing & Revitalization Department
2 Woodward Avenue, Suite 908
Detroit, Michigan 48226
Attention: Chief Development & Investment Officer

With a copy to: Corporation Counsel
City of Detroit, Law Department
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226
Attention: Chief Assistant Corporation Counsel, Transactions

If to the Developer: The Preserve on Ash II Limited Dividend Housing Association LLC
c/o The Community Builders Inc.
33 Arch Street, 10th Floor, Suite 1000
Boston, Massachusetts 02110
Attention: General Counsel

With a copy to: Klein Hornig LLP
101 Arch Street, Suite 1101
Boston, Massachusetts 02110
Attention: Daniel M. Rosen

With a copy to: Stratford Asset Management Co., L.L.C.
c/o Stratford Capital Group LLC
701 Edgewater Drive, Suite 210
Wakefield, Massachusetts 01880
Attn: Asset Management- The Preserve on Ash II

With a copy to: Nixon Peabody
799 9th Street NW, Suite 500
Washington, DC 20001
Attention: Sumeet Sharma

Except for Notices sent by an authorized courier, which shall be deemed given one (1) business day after the date of sending, all other Notices shall be deemed given two (2) days after the date of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice thereof to the other parties as provided herein. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

13.04 Relationship of the Parties. The relationship of the City and the Developer is and shall continue to be that of a lender and a borrower and no liability or benefits, such as Workers' Compensation, pension rights or liabilities, arising out of or relating to a contract for hire or an employer/employee relationship, shall arise or accrue to either party or either party's agents or employees as a result of this Agreement. No relationship other than that of a lender and a borrower shall be expressed or implied between the parties or either party's agents or employees, and the

Developer hereby agrees to hold the City harmless from any such claim resulting therefrom. Nothing contained in this Agreement nor any act of the City or the Developer shall be deemed or construed by any of the parties, or by any third party, to create any relationship of third-party beneficiary, principal and agent, or joint venture.

13.05 Review of Project Books. The Developer shall keep and maintain all books, records and other documents relating directly to the receipt and disbursement of City Loan funds. Any duly authorized representative of the City, after giving the Developer reasonable notice, which shall not be less than one (1) business day, shall have access during normal business hours to and the right to inspect, copy, audit and examine all books, records and other documents of the Developer until the completion of all close-out procedures respecting the use of City Loan funds and until the final settlement and conclusion of all issues arising out of the use of such City Loan funds.

13.06 Access to Project. The Developer agrees that the City shall, at all reasonable times, during normal business hours, following reasonable notice to the Developer, have access to any portion of the Project or the Project Site until the completion of all close-out procedures in connection with the City Loan funds and until the final settlement and conclusion of all issues arising out of the use of such funds, provided that the City does not unreasonably interfere with the rights of any tenant.

13.07 Force Majeure. Unless otherwise specifically provided in this Agreement, the dates or times for performance by each party of its obligations (including, when applicable, cure rights) under this Agreement shall be extended to the extent that a party's failure to perform in a timely manner is caused by conditions beyond said party's control, such conditions to include, but not be limited to, acts of God, general strikes (excluding strikes limited to the Project), general unavailability of materials and delay in securing the satisfaction of the conditions described in this Agreement; provided, that said party has timely performed all of its obligations with respect to each of said conditions and has undertaken all reasonable actions to enable or cause satisfaction of the given condition. The time for performance by either party of acts or obligations suspended or postponed by an occurrence as described herein shall be extended for a period equivalent to the period of such delay or postponement. Each party agrees to provide written notice to the other party of any conditions beyond the notifying party's control which may result in the notifying party's inability to perform any act or obligation by the required date, and it shall be a prerequisite to reliance upon said condition that such notice shall have been provided within ten (10) days of the onset of said condition.

13.08 Compliance with Applicable Law. The parties agree to comply with all federal, state and local statutes, regulations, rules, ordinances, executive orders, and other laws and requirements, now in effect or hereinafter enacted that affect the Project, and, if necessary, to execute and deliver such supplementary documents and agreements as are necessary to meet said requirements.

13.09 Governing Law. This Agreement is being entered into and executed in the State of Michigan, and all questions with respect to the construction of this Agreement, the City Loan Documents, and the rights and liabilities of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Michigan.

13.10 Captions. The captions and headings of this Agreement are inserted for convenience only, and shall not modify or affect the intent or operative paragraphs or provisions of this Agreement, and shall be disregarded in the construction or interpretation hereof.

13.11 Integration. This Agreement, together with the documents attached hereto as exhibits and referred to herein, contains the whole and entire agreement by and between the parties and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, with respect to this Agreement.

13.12 Non-waiver. No waiver at any time of any provision or condition of this Agreement shall be construed as a waiver of any of the other provisions or conditions hereof, nor shall any waiver of any provision or condition be construed as a right to subsequent waiver of the same provision or condition.

13.13 Savings Clause. Any provisions of this Agreement prohibited or unenforceable by an applicable law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

13.14 Clean Air and Water Act. The Developer shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit, under nonexempt federal contracts, grants or loans to facilities included in the EPA List of Violating Facilities. The Developer shall report violations to the City, the United States EPA Assistant Administrator for Enforcement (EN-329), and to HUD.

13.15 Energy Efficiency. The Developer shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

13.16 Fair Housing. The Developer agrees to comply with the requirements of 24 CFR Part 125 (Fair Housing Initiatives Program) and all other applicable laws, regulations, rules and orders.

13.17 Contractor Debarment. The Developer shall not, directly or indirectly, employ, award contracts or subcontracts to, or otherwise engage the services of, or fund any Contractor or subcontractor or sub-recipient during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR Part 24. The Developer shall require a comparable provision in all applicable contracts and subcontracts executed by the Developer pursuant to this Agreement.

13.18 Duration of Agreement. This Agreement shall remain in force until all terms and conditions included in the documents listed in Section 2.01(b) hereof have been fully complied with.

13.19 Exhibits. The following exhibits to this Agreement are by this reference made a part hereof:

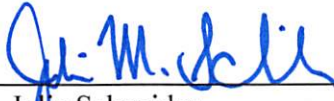
Exhibit A	Project Site Legal Description
Exhibit B	Maximum Rent and Section 8 Income Schedules
Exhibit C	Project Budget, Income and Operating Pro Forma
Exhibit D	Project Schedule
Exhibit E	Site and Neighborhood Standards Certification
Exhibit F	Conflict of Interest Certification
Exhibit G	Lobbying Certification
Exhibit H	Affirmative Marketing Responsibilities
Exhibit I	NOFA
Exhibit J	NEPA Compliance Commitment Memorandum
Exhibit K	Duplication of Benefits Certification
Exhibit L	Tenant Relocation Plan for Clement Kern Gardens

[Signatures are on the following pages]

[SIGNATURE PAGE TO DEVELOPMENT AND LOAN AGREEMENT]

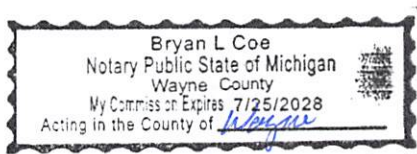
IN WITNESS WHEREOF, the City and Developer, by and through their duly authorized representatives, have executed this Agreement as follows:

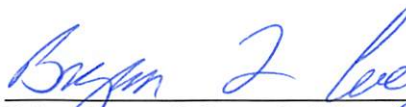
CITY OF DETROIT,
a Michigan municipal corporation,

By: 
Julie Schneider
Its: Director, Housing and Revitalization
Department

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on December 17, 2025, by Julie Schneider, Director of the Housing and Revitalization Department of the City of Detroit, on behalf of the City of Detroit.




Print Name of Notary Public: Bryan L. Coe
Notary Public, State of Michigan, County of Wayne
My commission expires: July 25, 2028
Acting in the County of: Wayne

[SIGNATURE PAGE TO DEVELOPMENT AND LOAN AGREEMENT]

DEVELOPER:

THE PRESERVE ON ASH II LIMITED
DIVIDEND HOUSING ASSOCIATION LLC,
a Michigan limited liability company

By: The Preserve on Ash II MM LLC,
a Michigan limited liability company
Its: Managing Member

By: [Signature]
Name: George Tabit
Its: Authorized Agent

STATE OF Ohio)
COUNTY OF Franklin) ss.

The foregoing instrument was acknowledged before me on December 10, 2025, by George Tabit, the Authorized Agent of The Preserve on Ash II MM LLC, a Michigan limited liability company, the Managing Member of The Preserve on Ash II Limited Dividend Housing Association LLC, a Michigan limited liability company, on behalf of said company.



Kathryn Patterson
Notary Public, State of Ohio
My Commission Expires 01-29-2030

[Signature]
Print Name of Notary Public: Kathryn Patterson
Notary Public, State of Ohio, County of Franklin
My commission expires: 1-29-2030
Acting in the County of: Franklin

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT SITE

REAL PROPERTY SITUATED IN THE CITY OF DETROIT, COUNTY OF WAYNE, STATE OF MICHIGAN DESCRIBED AS FOLLOWS:

Lots 121 through 124, Subdivision of part of the Godfroy Farm, P.C. 726, lying between Michigan Avenue and Grand River Avenue, according to the plat thereof as recorded in Liber 1 of Plats, Page 293, Wayne County Records.

Common Address: 3029 14th Street, Detroit, Michigan 48216

Tax Parcel ID: 10005269-72

EXHIBIT B
Section 8 Income Guidelines
Maximum Rent & Income Schedules

	Income Table Used for H.U.D. Section 8 Program							
	(Family Size)							
	1	2	3	4	5	6	7	8
	Person	Person	Person	Person	Person	Person	Person	Person
30% Limits	\$21,250	\$24,250	\$27,300	\$32,150	\$37,650	\$43,150	\$48,650	\$54,150
Low Income	\$56,600	\$64,650	\$72,750	\$80,800	\$87,300	\$93,750	\$100,200	\$106,700

Data taken from HUD website for Detroit-Warren-Livonia, MI HMFA for 2025

Note: Applicable Rent Limits and Income Limits change annually, please check with HRD or HUD website for updated numbers

EXHIBIT C

PROJECT BUDGET, INCOME AND OPERATING PROFORMA

(Attached hereto.)

The Community Builders

POA 2

Building Program

General Info	
Street & number	Various
City	Detroit
State	MI, 48216
Census Tract	5215

Scope/Incomes/Population	
Scope of work	New Const.
Income Mix	30% and 80%
Populations Served	Family
	-
	-

Building	
Total GSF	38,296

Residential Space (NSF)	
Res. Units	25,548
Laundry / Vend.	-
Community Room	-
Res Office	-
Res. Support	-
Other Res	-
Indoor Res. Parking	-
Total Residential	25,548
Commerical Space	
Commercial	-
Comm, Support	-
Other Comm	-
Total Commerical	-

Parking & Land	
Res Parking Spaces	-
Comm Parking Spaces	-
Land Area (SF)	-

Entity Names	
The Preserve on Ash II LDHA, LLC	
The Preserve on Ash II, MM, LLC	
{Special Limited Partner}	
{Limited Parner}	

Area Median Income	
MSA	Wayen
HH Size	4
100% AMI	101,000

Credit Types Utilized	
Fed LIHTC	9%

Units by Size		
	units	Ave Net SF
0 BR	-	-
1 BR	14	625
2 BR	14	935
3 BR	3	1,236
4 BR	-	-
5 BR	-	-
Total/Ave	31	824

Units by Tier Name		
	units	Ave Net SF
LIHTC 30 S8	8	856
LIHTC 30	5	749
LIHTC 80	18	831
--	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
Total	31	824

Development Budget

		Tax Treatment of Assets							
Budget Line	Total Budget	Depreciable	Amortized	Expensed	Land	Non Depreciable	Acquisition LIHTC Basis	Rehab or New Const. LIHTC Basis	Aggregate Basis
Land Acquisition	8,283	-	-	-	8,283	-	-	-	8,283
-	-	-	-	-	-	-	-	-	-
Site Work	355,833	320,250	-	-	35,583	-	-	320,250	355,833
Construction - Res Building	8,180,150	8,180,150	-	-	-	-	-	8,180,150	8,180,150
Personal Property	481,961	481,961	-	-	-	-	-	481,961	481,961
Contractor's General Conditions	542,158	542,158	-	-	-	-	-	542,158	542,158
Contractor's Overhead	191,562	191,562	-	-	-	-	-	191,562	191,562
Contractor's Profit	586,181	586,181	-	-	-	-	-	586,181	586,181
Contractor's Bond / LoC Fee	106,473	106,473	-	-	-	-	-	106,473	106,473
Temporary Site Security	18,025	18,025	-	-	-	-	-	18,025	18,025
Owner's Construction Contingency	523,117	523,117	-	-	-	-	-	523,117	523,117
-	-	-	-	-	-	-	-	-	-
Architect-Design	635,000	635,000	-	-	-	-	-	635,000	635,000
Architect-Supervision	114,893	114,893	-	-	-	-	-	114,893	114,893
Architect-Reimbursables	8,516	8,516	-	-	-	-	-	8,516	8,516
Engineering Fees	25,600	25,600	-	-	-	-	-	25,600	25,600
Enviro Audit/Testing	390,132	292,599	-	-	97,533	-	-	292,599	390,132
Permits / Zoning	106,287	106,287	-	-	-	-	-	106,287	106,287
Surveys	40,000	32,000	-	-	8,000	-	-	32,000	40,000
Legal 1	130,000	65,000	65,000	-	-	-	-	65,000	65,000
Legal 2	26,000	13,000	13,000	-	-	-	-	13,000	13,000
Title & Recording	85,000	68,000	-	-	17,000	-	-	68,000	85,000
Audit & Cost Certification	25,000	25,000	-	-	-	-	-	25,000	25,000
Appraisal	1,358	1,358	-	-	-	-	-	1,358	1,358
Market Study	27,580	27,580	-	-	-	-	-	27,580	27,580
Insurance (dev period)	129,141	109,770	19,371	-	-	-	-	109,770	109,770
Security (dev period)	34,000	34,000	-	-	-	-	-	34,000	34,000
Furniture & Equipment	72,220	72,220	-	-	-	-	-	72,220	72,220
Rent-up & Marketing	125,000	-	-	125,000	-	-	-	-	-
Low Voltage/Wifi Install Fees (CORE)	3,000	-	3,000	-	-	-	-	-	-
DTE Fees	75,000	-	75,000	-	-	-	-	-	-
GC PreCon Fees	81,404	-	-	-	-	81,404	-	-	-
Water and Sewer Tap Fees	75,000	-	-	-	-	75,000	-	-	-
J29:7 Legal Fees/Closing Costs	20,000	-	-	-	-	20,000	-	-	-
Green Fee (SOL)	29,500	-	-	-	-	29,500	-	-	-
Soft Cost Contingency	112,982	96,034	16,947	-	-	-	-	96,034	96,034
-	-	-	-	-	-	-	-	-	-
Investor DD Costs	50,000	-	-	-	-	50,000	-	-	-
Predev Funds-Interest	98,316	98,316	-	-	-	-	-	98,316	98,316
Perm Loan-Org. Fees	7,040	-	7,040	-	-	-	-	-	-
CIBC Construction Loan Inspection	62,010	62,010	-	-	-	-	-	62,010	62,010
CIBC Construction Loan-Direct Costs	108,100	60,536	47,564	-	-	-	-	60,536	60,536
CIBC Construction Loan-Org. Fees	110,500	61,880	48,620	-	-	-	-	61,880	61,880
CIBC Construction Loan-Interest	1,015,000	568,400	-	446,600	-	-	-	568,400	568,400
LIHTC Application Fee	4,185	-	4,185	-	-	-	-	-	-
LIHTC Reservation Fee	96,689	-	96,689	-	-	-	-	-	-
LIHTC Compliance Monitor Fee	14,725	-	14,725	-	-	-	-	-	-
Const Prd Accrued Soft Interest	-	-	-	-	-	-	-	-	228,350
Financing Contingency	78,328	-	78,328	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
Operating Reserve	182,956	-	-	-	-	182,956	-	-	-
Tax Escrow	1,953	-	-	-	-	1,953	-	-	-
Insurance Escrow	26,250	-	-	-	-	26,250	-	-	-
Initial Op. Deficit Escrow (working cap)	75,000	-	-	-	-	75,000	-	-	-
-	-	-	-	-	-	-	-	-	-
Paid Developer Fee	1,561,226	1,561,226	-	-	-	-	-	1,561,226	1,561,226
Deferred Developer Fee	238,774	238,774	-	-	-	-	-	238,774	238,774
-	-	-	-	-	-	-	-	-	-
Total	17,097,409	15,327,876	489,470	571,600	166,399	542,064	-	15,327,876	15,722,625

Development Period Timing

Monthly Schedule				Equity Pay In							Fee		Construction		Units				Credit	Annual		
Month	Year	Month Numb	Milestones	Secondary Milestones	Fed LIHTC	Fed HTC	State LIHTC	State HTC	{Other Equity}	{Other Equity}	{Other Equity}	Paid Dev Fee	Developer Fee \$	Construction Spending	Cumulative Construction Spending	Unit Completion	LIHTC Unit Lease Up	LIHTC Units Delv Credits	Other Unit Lease Up	Delivery (Dev. Period.)	Credits	
Dec 2025		0	Closing	-	10.00%	-	100%	100%	100%	100%	100%	30.00%	468,368	-	-	-	-	-	-	-	0	
Jan 2026		1	-	-	-	-	-	-	-	-	-	-	-	1%	1%	-	-	-	-	-	-	
Feb 2026		2	-	-	-	-	-	-	-	-	-	-	-	1%	2%	-	-	-	-	-	-	
Mar 2026		3	-	-	-	-	-	-	-	-	-	-	-	2%	4%	-	-	-	-	-	-	
Apr 2026		4	-	-	-	-	-	-	-	-	-	-	-	2%	7%	-	-	-	-	-	-	
May 2026		5	-	-	-	-	-	-	-	-	-	-	-	2%	8%	-	-	-	-	-	-	
Jun 2026		6	-	-	-	-	-	-	-	-	-	-	-	3%	12%	-	-	-	-	-	-	
Jul 2026		7	-	-	-	-	-	-	-	-	-	-	-	3%	15%	-	-	-	-	-	-	
Aug 2026		8	-	-	-	-	-	-	-	-	-	-	-	5%	20%	-	-	-	-	-	-	
Sep 2026		9	-	-	-	-	-	-	-	-	-	-	-	4%	24%	-	-	-	-	-	-	
Oct 2026		10	-	-	-	-	-	-	-	-	-	-	-	3%	27%	-	-	-	-	-	-	
Nov 2026		11	-	-	-	-	-	-	-	-	-	-	-	3%	30%	-	-	-	-	-	-	
Dec 2026		12	-	-	-	-	-	-	-	-	-	-	-	4%	34%	-	-	-	-	-	-	
Jan 2027		13	-	-	-	-	-	-	-	-	-	-	-	6%	40%	-	-	-	-	-	-	
Feb 2027		14	-	-	-	-	-	-	-	-	-	-	-	6%	46%	-	-	-	-	-	-	
Mar 2027		15	-	-	-	-	-	-	-	-	-	-	-	6%	51%	-	-	-	-	-	-	
Apr 2027		16	-	-	-	-	-	-	-	-	-	-	-	7%	59%	-	-	-	-	-	-	
May 2027		17	-	-	-	-	-	-	-	-	-	-	-	9%	67%	-	-	-	-	-	-	
Jun 2027		18	-	-	-	-	-	-	-	-	-	-	-	8%	76%	-	-	-	-	-	-	
Jul 2027		19	-	-	-	-	-	-	-	-	-	-	-	8%	84%	-	-	-	-	-	-	
Aug 2027		20	-	-	-	-	-	-	-	-	-	-	-	6%	90%	-	-	-	-	-	-	
Sep 2027		21	-	-	-	-	-	-	-	-	-	-	-	4%	94%	-	-	-	-	-	-	
Oct 2027		22	-	-	-	-	-	-	-	-	-	-	-	3%	98%	-	-	-	-	-	-	
Nov 2027		23	Completion	co	-	-	-	-	-	-	-	-	-	2%	99%	31	-	-	-	-	-	
Dec 2027		24	-	2nd cc	10.00%	-	-	-	-	-	-	13.77%	215,000	1%	100%	-	7	-	-	-	-	
Jan 2028		25	Cost Cert	-	20.00%	-	-	-	-	-	-	13.77%	215,000	-	100%	-	8	15	-	-	59,969	
Feb 2028		26	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	8	8	-	-	91,952	
Mar 2028		27	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	8	8	-	-	123,936	
Apr 2028		28	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	123,936	
May 2028		29	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	123,936	
Jun 2028		30	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	123,936	
Jul 2028		31	Stabilization	3rd&4th 5th	58.06%	-	-	-	-	-	-	26.44%	412,858	-	100%	-	-	-	-	-	-	123,936
Aug 2028		32	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	123,936	
Sep 2028		33	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	123,936	
Oct 2028		34	8609	-	1.94%	-	-	-	-	-	-	16.01%	250,000	-	100%	-	-	-	-	-	123,936	
Nov 2028		35	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	123,936	
Dec 2028		36	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	123,936	
Jan 2029		37	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	123,936	
Feb 2029		38	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	123,936	
Mar 2029		39	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	123,936	
Apr 2029		40	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	123,936	
May 2029		41	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	123,936	
Jun 2029		42	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	123,936	
Jul 2029		43	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	123,936	
Aug 2029		44	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	123,936	
Sep 2029		45	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	123,936	
Oct 2029		46	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	123,936	
Nov 2029		47	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	123,936	
Dec 2031		48	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	#N/A	
Total					100%	100%	100%	100%	100%	100%	100%	100%	1,561,226	100%	100%	31	31	31	0	-	123,936	-

Unit Mix & Rent

Tier/Grouping Name	Restrict By	AMI Subsidy Limit Type	Unit Count	BRS	Baths	Max Gross Rent	UW		Target Net Rent (Proforma GPR)	Ave Unit Sqft	Income Limit	
							Discount / Mkt Band	UAs				
LHHC 30 S8	LHHC	30% Sec8	3	1	-	1,012	100%	122	890	2,670	625	22,725
LHHC 30 S8	LHHC	30% Sec8	4	2	-	1,287	100%	145	1,142	4,568	935	27,270
LHHC 30 S8	LHHC	30% Sec8	1	3	-	1,584	100%	174	1,410	1,410	1,236	31,515
LHHC 30	LHHC	30%	3	1	-	568	95%	122	418	1,253	625	22,725
LHHC 30	LHHC	30%	2	2	-	681	95%	145	502	1,004	935	27,270
LHHC 80	LHHC	80%	8	1	-	1,515	90%	122	1,242	9,932	625	60,600
LHHC 80	LHHC	80%	8	2	-	1,818	90%	145	1,491	11,930	935	72,720
LHHC 80	LHHC	80%	2	3	-	2,101	90%	174	1,717	3,434	1,236	84,040

Total	31	43,700	(4,260)	36,200	36,200	25,548
Annual		524,400	(51,120)	434,401	434,401	

Units by Tier					
	units				
LHITC 30 S8	8	26%			
LHITC 30	5	16%			
LHITC 80	18	58%			
--	-	-			
	-	-			
	-	-			
	-	-			
	-	-			
	-	-			
	-	-			
Total	31	-			

Units by Bedroom			
BR	units		
0	-	-	
1	14	45%	
2	14	45%	
3	3	10%	
4	-	-	
5	-	-	
Total	31		

LHITC Units			
	units	sf	
LHITC	31	25,548	
Non-LHITC	-	-	
Total	31	25,548	
% LHITC	100.0%	100.0%	
Inc Ave.	59.03%		

Income & Expense

Income Summary							Detailed Operating Budget		
	Units	PGI	Vacancy%	Vacancy	EGI	EGI/ Unit		OpEx/yr	per unit
LIHTC 30 S8	8	103,776	5.0%	(5,189)	98,587	12,323	Advertising	581	19
LIHTC 30	5	27,080	8.0%	(2,166)	24,914	4,983	Other Renting Expense	785	25
LIHTC 80	18	303,545	7.0%	(21,248)	282,297	15,683	{Misc. Marketing Expense}	-	-
{other}	-	-	3.0%	-	-	-	Office Supplies	1,976	64
{other}	-	-	3.0%	-	-	-	Computer Charges	2,201	71
{other}	-	-	3.0%	-	-	-	Legal	1,163	38
{other}	-	-	3.0%	-	-	-	Audit & Tax Return	7,500	242
{other}	-	-	3.0%	-	-	-	Bookkeeping	3,091	100
{other}	-	-	3.0%	-	-	-	Telephone	2,395	77
{other}	-	-	3.0%	-	-	-	Travel	174	6
							Training	775	25
{Rental Subsidy}	-	-	3.0%	-	-	-	LIHTC Monitoring Fee	-	-
{Rental Subsidy}	-	-	3.0%	-	-	-	Misc. Administrative	4,672	151
Commercial Rent	-	-	25.0%	-	-	-	Compliance Costs	2,356	76
Comm. OpEx Reimburse	-	-	3.0%	-	-	-	{Other Admin Expense 2}	-	-
Laundry and Vending	-	-	3.0%	-	-	-	Administrative Expense	27,670	893
{Other Income}	-	-	3.0%	-	-	-			
Total	434,401		6.6%	(28,603)	405,798	33,816	Heating Oil & Propane	-	-
							Electricity	5,813	188
							Water & Sewer	27,900	900
							Natural Gas	-	-
							{Other Utility Expense}	-	-
							Utilities	33,713	1,088
							Trash	12,000	387
							Exterminating	1,395	45
							Grounds	8,721	281
							Security	-	-
							Contracts	19,300	623
							Materials	3,982	128
							Elevator	8,091	261
							Turnover Costs	1,502	48
							Misc. Repairs & Maintenance	-	-
							{Other O&M Expense 1}	-	-
							{Other O&M Expense 2}	-	-
							Operating & Maintenance	54,990	1,774
							Admin Payroll	31,868	1,028
							Maintenance Payroll	36,620	1,181
							Payroll taxes and Insurance	21,860	705
							Benefits	-	-
							{Other Payroll Expense}	-	-
							Payroll	90,349	2,914
							Management Fee	26,784	864
							{Other Management Fee}	-	-
							Management Fee	26,784	864
							Real Estate Tax	-	-
							P.I.L.O.T.	3,721	120
							{Other Tax}	-	-
							Real Estate Tax	-	-
							Property Insurance	50,000	1,613
							Insurance Expense Other	-	-
							{Misc. Insurance}	-	-
							Insurance	50,000	1,613
							Res Svcs-Expense	13,857	447
							Res Svcs-Payroll	-	-
							Res Svcs-Payroll Taxes & Ins	-	-
							Res Svcs-Benefits	-	-
							{Res-Svcs-Misc.}	-	-
							Resident Services (CL)	13,857	447
							Replacement Reserve Deposits	9,300	300
							Operating Reserve Deposits	-	-
							{Other Required Reserve Deposits}	-	-
							Reserve Deposits	9,300	300
							Partnership Mgmt. Fee	-	-
							Syndicator AM Fee	-	-
							{Other Investor Expense or Cat total}	-	-
							Partnership Fees	-	-
							{Misc.1}	-	-
							{Misc.2}	-	-
							Misc.	-	-
							OpEx Override	-	-
							Total Operating Expenses	310,383	10,012
							NOI	95,415	3,078
							{Less}	-	-
							Adj NOI	95,415	3,078

POA 2
Operating Cash Flow

Compliance Year Number	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	
Placed in Service	0	0	Nov-27	1			-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Month Econ Breakdown	-	-	-	Mar-28	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Month Stable	-	-	-	Jul-28	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Annual Growth	Stabilized																				
UHTC 30 58	2.0%	98,587	100,559	104,622	106,714	108,848	111,025	113,246	115,511	117,821	120,177	122,581	125,032	127,533	130,084	132,685	135,339	138,046	140,807	143,623	
UHTC 30	2.0%	24,914	25,412	25,920	26,439	26,968	27,507	28,057	28,618	29,191	29,774	30,370	30,977	31,597	32,229	32,873	33,531	34,202	34,886	35,583	
UHTC 80	2.0%	282,297	287,943	293,701	299,575	305,567	311,678	317,912	324,270	330,756	337,371	344,188	351,000	358,020	365,181	372,484	379,934	387,533	395,283	403,189	
[other]	2.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
[other]	2.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
(Retail Subsidy)	2.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
(Retail Subsidy)	2.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Commercial Rent	2.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Comm. Opct. Furniture	2.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Laundry and Ventiling	2.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
(Other Income)	2.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
EOI (rise up - no inflation)																					
Total Projected EOI		405,798	-	8,504	398,957	423,348	388,069	448,034	456,994	466,134	475,457	484,966	494,665	504,559	514,650	524,943	535,442	546,150	557,073	568,215	
budget y/ 2025																					
Admin	3.0%	(27,670)	(28,500)	(29,355)	(30,235)	(31,142)	(32,077)	(33,039)	(34,030)	(35,051)	(36,102)	(37,186)	(38,301)	(39,450)	(40,634)	(41,853)	(43,108)	(44,401)	(45,734)	(47,106)	
Mgmt Fee	2.0%	(26,784)	(27,320)	(27,866)	(28,423)	(28,992)	(29,572)	(30,163)	(30,766)	(31,382)	(32,009)	(32,650)	(33,308)	(33,983)	(34,684)	(35,411)	(36,048)	(36,769)	(37,504)	(38,254)	
Utilities	3.0%	(33,713)	(34,724)	(35,766)	(36,839)	(37,944)	(39,082)	(40,254)	(41,462)	(42,706)	(43,987)	(45,307)	(46,666)	(48,066)	(49,508)	(50,993)	(52,523)	(54,099)	(55,722)	(57,393)	
ODM	3.0%	(54,900)	(56,639)	(58,339)	(60,089)	(61,892)	(63,748)	(65,661)	(67,631)	(69,659)	(71,749)	(73,902)	(76,119)	(78,402)	(80,764)	(83,177)	(85,672)	(88,242)	(90,890)	(93,616)	
Payroll	3.0%	(90,349)	(93,059)	(95,851)	(98,727)	(101,689)	(104,739)	(107,881)	(111,118)	(114,451)	(117,885)	(121,421)	(125,064)	(128,816)	(132,680)	(136,661)	(140,736)	(144,984)	(149,333)	(153,813)	
Taxes	0.0%	(3,721)	(3,792)	(3,864)	(3,938)	(4,013)	(4,090)	(4,167)	(4,247)	(4,328)	(4,410)	(4,494)	(4,579)	(4,666)	(4,754)	(4,844)	(4,936)	(5,030)	(5,125)	(5,222)	
Insurance	3.0%	(50,000)	(51,500)	(53,045)	(54,636)	(56,273)	(57,964)	(59,703)	(61,494)	(63,339)	(65,239)	(67,196)	(69,212)	(71,288)	(73,427)	(75,629)	(77,898)	(80,235)	(82,642)	(85,127)	
CL	3.0%	(13,867)	(14,273)	(14,701)	(15,142)	(15,596)	(16,064)	(16,546)	(17,042)	(17,554)	(18,080)	(18,621)	(19,181)	(19,757)	(20,349)	(20,960)	(21,590)	(22,236)	(22,904)	(23,591)	
Revenue Disputis	3.0%	(13,867)	(14,273)	(14,701)	(15,142)	(15,596)	(16,064)	(16,546)	(17,042)	(17,554)	(18,080)	(18,621)	(19,181)	(19,757)	(20,349)	(20,960)	(21,590)	(22,236)	(22,904)	(23,591)	
Partnership fees	3.0%	(9,300)	(9,300)	(9,300)	(9,379)	(9,466)	(9,552)	(9,638)	(9,723)	(9,808)	(9,893)	(9,978)	(10,063)	(10,148)	(10,233)	(10,318)	(10,403)	(10,488)	(10,573)	(10,658)	
Misc.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Opct. (rise up - no inflation)																					
Total Projected Opex		(310,383)	-	(53,107)	(325,393)	(327,943)	(337,497)	(357,487)	(367,882)	(378,571)	(389,574)	(400,900)	(412,558)	(424,559)	(436,912)	(449,628)	(462,718)	(476,193)	(490,066)	(504,342)	
NOT ported years - no inflation																					
Stabilized NOI		95,415	-	(44,603)	72,564	91,840	90,536	89,112	87,563	85,883	84,066	82,107	80,000	77,738	75,314	72,723	69,958	67,010	63,873	60,539	
Annual NOI																					
Annual NOI		95,415	-	(44,603)	72,564	91,840	90,536	89,112	87,563	85,883	84,066	82,107	80,000	77,738	75,314	72,723	69,958	67,010	63,873	60,539	
(less Other)	-	-	-	44,603	(40,634)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Adjusted NOI		95,415	-	-	31,930	91,840	90,536	89,112	87,563	85,883	84,066	82,107	80,000	77,738	75,314	72,723	69,958	67,010	63,873	60,539	
CBC Perm Loan	(55,530)	-	-	(27,765)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	
(Second Mort)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
(Third Mort)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Hard Debt PMT	(55,530)	-	-	(27,765)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	(55,530)	
Cash Flow AD5																					
Cash Flow AD5		39,885	-	4,155	38,310	35,006	33,582	32,033	30,353	28,536	26,577	24,470	22,208	19,784	17,193	14,628	11,480	8,343	5,009	1,620	
0.00	0.00	0.00	0.00	1.15	1.65	1.63	1.60	1.58	1.57	1.55	1.51	1.48	1.44	1.40	1.36	1.31	1.26	1.21	1.15	1.09	

Cash Flow After Debt Service / Waterfall Projection

Year	CFADS share of remaining	CF Position City CBDG & reserve	Investor AM	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	CF	
					Deferred Dev Fee 100%	ComgmtFee 100%	Detroit CBDG DR 50%	Sponsor Loan/DTE 100%	Sponsor Loan/EGLE 100%	Sponsor Loan/MSHD 100%	{Soft 6} 30%	{Soft 7} 35%	{Soft 8} 40%	{Soft 9} 45%	Accrued Soft interest 50%	{Soft 5} 0%	{cf fees 3} 70%	{cf fees 4} 75%	IMF fee to GP 90%	GP	LP
2025	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2026	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2027	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2028	4,165	2,500	1,665	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2029	36,310	2,500	20,911	12,899	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2030	35,006	2,500	10,927	21,579	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2031	33,582	2,500	11,255	19,827	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2032	32,033	2,500	11,593	17,940	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2033	30,353	2,500	11,941	15,912	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2034	28,536	2,500	12,299	13,738	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2035	26,577	2,500	12,668	11,409	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2036	24,470	2,500	13,048	8,922	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2037	22,208	2,500	13,439	6,268	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2038	19,784	2,500	13,842	3,442	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2039	17,193	2,500	14,258	436	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2040	14,428	2,500	11,928	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2041	11,480	-	11,480	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2042	8,343	(203,894)	21,983	190,253	-	(0)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2043	5,009	-	5,009	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2044	1,470	-	1,470	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

POA 2

LP Benefit Schedule

Compliance Year	Fiscal Year	Capital Contribution	Taxable Losses	Taxable Loss Benefit	Fed LIHTC	Fed HTC	State LIHTC	State HTC	Tax Impact of State Credit	LP share of Cash Flow	Benefit / (Cost) at Sale	Cumulative Benefits	Net Benefit
-	2025	(1,286,000)	-	-	-	-	-	-	-	-	-	-	(1,286,000)
-	2026	-	(47,951)	10,070	-	-	-	-	-	-	-	10,070	10,070
-	2027	(1,286,000)	(1,282,776)	269,383	-	-	-	-	-	-	-	279,453	(1,016,617)
1	2028	(10,292,535)	(822,014)	172,623	1,391,279	-	-	-	-	-	-	1,843,355	(8,728,633)
2	2029	-	(626,063)	131,473	1,487,229	-	-	-	-	-	-	3,462,057	1,618,703
3	2030	-	(616,616)	129,489	1,487,229	-	-	-	-	-	-	5,078,776	1,616,719
4	2031	-	(617,114)	129,594	1,487,229	-	-	-	-	-	-	6,695,600	1,616,824
5	2032	-	(620,287)	130,260	1,487,229	-	-	-	-	-	-	8,313,089	1,617,490
6	2033	-	(638,087)	133,998	1,487,229	-	-	-	-	-	-	9,934,317	1,621,228
7	2034	-	(631,468)	132,608	1,487,229	-	-	-	-	-	-	11,554,155	1,619,838
8	2035	-	(628,108)	131,903	1,487,229	-	-	-	-	-	-	13,173,287	1,619,132
9	2036	-	(628,176)	131,917	1,487,229	-	-	-	-	-	-	14,792,434	1,619,146
10	2037	-	(632,107)	132,742	1,487,229	-	-	-	-	-	-	16,412,406	1,619,972
11	2038	-	(649,028)	136,296	95,950	-	-	-	-	-	-	16,644,652	232,246
12	2039	-	(642,322)	134,888	-	-	-	-	-	-	-	16,779,539	134,888
13	2040	-	(636,721)	133,711	-	-	-	-	-	-	-	16,913,251	133,711
14	2041	-	(636,907)	133,751	-	-	-	-	-	-	-	17,047,001	133,751
15	2042	-	(651,970)	136,914	-	-	-	-	-	-	389,933	17,573,848	526,847
-	2043	-	-	-	-	-	-	-	-	-	-	-	-
-	2044	-	-	-	-	-	-	-	-	-	-	-	-
Total		(12,864,535)	(11,007,714)	2,311,620	14,872,295	-	-	-	-	-	389,933		4,709,313

To 99.98% Limited Partner, Assuming a 21% Tax Rate

Development Period Schedule & Key Benchmarks

	2025												2027												2028											
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Closing																																				
Construction Spending	-	1%	2%	3%	6%	8%	10%	14%	17%	22%	23%	27%	32%	34%	42%	47%	53%	60%	68%	76%	84%	90%	94%	97%	99%	100%	100%	100%								
Bonds (% Spent)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Soft Funds (% drawn)	-	-	10%	19%	39%	46%	58%	72%	86%	86%	86%	86%	86%	86%	86%	86%	86%	86%	86%	86%	86%	86%	86%	86%	86%	86%	100%	100%	-	-	-	-	-	-	-	
Completion / CO (Units Compl.)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	31	0	0	0	0	0	0	0	0	0	0	
Cost Cert Due																																				
LIHTC Units Leased	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	15	23	31	31	31	31	31	31	31	31	
Non-LIHTC Units Leased	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Units Delivered Credits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15	23	31	31	31	31	31	31	31	31	
Economic Breakeven (NO 500)																																				
Breakeven Test / OSCA																																				
Stabilization / Convert to Perm																																				
Form868 (Annual Credit 000)																																				
Equity (\$000)	-	1,286	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,286	2,573	-	-	-	-	7,470	-	-	-	
Paid fee (\$000)	-	468	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	215	215	-	-	-	-	413	-	-	-	

11/24/2025

Sachse Construction and Development Company, L.L.C.				MAP
Line	AIA/CSI #	Trade Item	Cost	
1	20000	Architectural Environmental Mitigation		
2	30000	Building Concrete	315,514	Construction - Res Building
3	40000	Masonry	507,190	Construction - Res Building
4	50000	Metals	333,503	Construction - Res Building
5	61000	Rough Carpentry	802,498	Construction - Res Building
6	62000	Finish Carpentry	219,698	Construction - Res Building
7	72000	Insulation	160,910	Construction - Res Building
8	73000	Roofing	158,620	Construction - Res Building
9	74000	Siding	351,366	Construction - Res Building
10	79000	Caulking and Exterior Sealants	90,958	Construction - Res Building
11	81000	Doors / Hardware	192,986	Construction - Res Building
12	85000	Windows	75,529	Construction - Res Building
13	88000	Glazing	164,615	Construction - Res Building
14	92000	Gypsum Board	528,339	Construction - Res Building
15	93000	Tiling	90,975	Construction - Res Building
16	95000	Acoustical Ceilings		Construction - Res Building
17	96500	Resilient Flooring	227,728	Construction - Res Building
18	96800	Carpeting		Construction - Res Building
19	99000	Painting	125,338	Construction - Res Building
20	100000	Specialties	91,387	Personal Property
21	110000	Special Equipment	35,364	Personal Property
22	113000	Appliances	128,784	Personal Property
23	122000	Window Treatments	17,665	Personal Property
24	123000	Cabinets and Casework	186,140	Personal Property
25	130000	Special Construction	22,621	Personal Property
26	142000	Elevators	184,164	Construction - Res Building
27	210000	Fire Protection	199,521	Construction - Res Building
28	220000	Plumbing / Domestic Hot Water	626,957	Construction - Res Building
29	230000	HVAC	710,185	Construction - Res Building
30	260000	Electrical	1,261,456	Construction - Res Building
31	262000	Low Voltage Electrical	310,812	Construction - Res Building
32	280000	Electronic Safety and Security		Construction - Res Building
33	20000	Site Environmental Mitigation		
34	310000	Earth Work	541,288	Construction - Res Building
35	321000	Roads / Walks	230,998	Site Work
36	323000	Site Improvements	12,251	Site Work
37	328000	Site Irrigation		
38	329000	Landscaping	112,584	Site Work
39	330000	Site Utilities		
40		Community Building		
41		Accessory Buildings		
42		Off-Site Improvements		
43		Temporary Site Security	18,025	Temporary Site Security
44		General Requirements @ 6%	542,158	Contractor's General Conditions
45		Builder's Overhead @ 2%	191,562	Contractor's Overhead
46		Builder's Profit @ 6%	586,181	Contractor's Profit
47 by owner		Building Permits		
48		Bond Premium	106,473	Contractor's Bond / LoC Fee
49 by owner		Tap Fees		
50 by owner		Cost Certification Expense		
TOTAL COST			10,462,343	

Proforma Budget Lines		10/24/2025
Site Work		355,833
Building Demolition		-
Environmental Remediation		-
{Other Site 1}		-
{Other Site 2}		-
{Other Site 3}		-
Interior Demo (for rehab)		-
Construction - Res Building		8,180,150
Construction - Parking		-
Construction - Commercial		-
Personal Property		481,961
Contractor's General Conditions		542,158
Contractor's Overhead		191,562
Contractor's Profit		586,181
Contractor's Bond Premium		-
Contractor's Bond / LoC Fee		106,473
Temporary Site Security		18,025
{Other Hard Cost}		-
{Other Hard Cost}		-
other HC		-
Owner's Construction Contingency		-
Total		10,462,343
		10,462,343

Development Cash Flow

Development Cash Flow

Month	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34
Month	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18
Acquisition subtotal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hard Cost Subtotal	908,318	873,956	848,814	665,516	449,020	386,196	194,636	95,844	-	-	-	-	-	-	-	-	-	-
Soft Cost Subtotal	14,636	14,247	13,963	11,893	12,447	20,737	6,572	5,456	25,000	-	-	-	-	-	-	-	-	-
Financing Subtotal	39,484	45,461	51,209	57,034	61,634	64,910	67,865	70,020	67,859	68,284	45,143	45,426	45,710	45,996	159,493	-	-	8,609
Reserves Subtotal	-	-	-	-	-	-	75,000	-	-	-	-	-	-	-	211,160	-	-	-
(Other Developer Fee 1)	-	-	-	-	-	-	-	215,000	-	-	-	-	-	-	-	-	-	-
(Other Developer Fee 2)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(Other Developer Fee 3)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Developer Fee Subtotal	-	-	-	-	-	-	-	215,000	215,000	-	-	-	-	-	412,858	-	-	-
TDC	962,387	933,665	914,086	734,442	523,101	471,843	344,074	386,321	307,859	68,284	45,143	45,426	45,710	45,996	783,511	-	-	488,774
Sources																		
CIBC Perm Loan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	704,000	-	-	-
Dercoit CD66 PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TCB Sponsor Loan/ESLE Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TCB Sponsor Loan/MSHDA Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TCB Sponsor Loan/DTC Utility PR (Soft 5)	-	-	-	-	-	-	-	-	463,000	-	-	-	-	-	-	-	-	238,774
Deferred Dev Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fed LIHTC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	250,000
GP Contribution	-	-	-	-	-	-	-	1,286,000	2,573,000	-	-	-	-	-	7,469,535	-	-	-
Total Sources	-	-	-	-	-	-	-	1,286,000	3,036,000	-	-	-	-	-	8,173,535	-	-	488,774
Surplus / (Gap) Before Bridge	(962,387)	(933,665)	(914,086)	(734,442)	(523,101)	(471,843)	(344,074)	899,679	2,728,141	(68,284)	(45,143)	(45,426)	(45,710)	(45,996)	7,390,024	-	-	-
CIBC Construction Loan	962,387	933,665	914,086	734,442	523,101	471,843	344,074	67,437	67,859	(3,694,832)	45,143	45,426	45,710	45,996	(7,390,024)	-	-	-
Rembal	4,203,926	3,270,260	2,365,174	1,621,732	1,098,631	626,788	282,715	215,278	147,419	3,842,251	3,797,108	3,751,683	3,705,972	3,659,976	11,050,000	11,050,000	11,050,000	11,050,000
Balance	6,866,074	7,779,720	8,693,826	9,428,268	9,951,369	10,423,212	10,767,285	10,854,722	10,992,581	7,207,749	7,252,892	7,298,317	7,344,028	7,390,024	-	-	-	-
Interest	42,878	48,725	54,450	59,050	62,326	65,282	67,437	67,859	68,284	45,143	45,426	45,710	45,996	46,284	-	-	-	-
Interest Rate Growth	0.626%	0.626%	0.626%	0.626%	0.626%	0.626%	0.626%	0.626%	0.626%	0.626%	0.626%	0.626%	0.626%	0.626%	0.626%	0.626%	0.626%	0.626%
Surplus / (Gap) After Const Source	0	0	0	0	0	0	0	967,116	2,796,000	(3,763,116)	0	0	0	0	0	0	0	0
Sum Surplus / (Gap) After Const S	0	0	0	0	0	0	0	967,116	3,763,116	0	0	0	0	0	0	0	0	0

EXHIBIT D

PROJECT SCHEDULE

(Attached hereto.)



The Preserve on Ash - Phase II
Schedule

ID	Task Name	Duration	Start	Finish	% Complete	
1	Preconstruction Phase	108 days	Mon 12/1/25	Tue 5/5/26	0%	
2	LOI with Authority to Use Grant Funds	1 day	Mon 12/1/25	Mon 12/1/25	0%	
3	Notice to Proceed	1 day	Wed 12/10/25	Wed 12/10/25	0%	
4	Bidding	35 days	Tue 12/2/25	Fri 1/23/26	0%	
5	Addendum #2 Pricing, Leveling and Holidays	30 days	Tue 12/2/25	Fri 1/16/26	0%	
6	Addendum #2 Client Acknowledgment	5 days	Mon 1/19/26	Fri 1/23/26	0%	
7	Trade Awards	95 days	Thu 12/18/25	Tue 5/5/26	0%	
8	Addendum #1 Awards	15 days	Thu 12/18/25	Tue 1/13/26	0%	
9	Award Earthwork & Utilities	5 days	Thu 12/18/25	Wed 12/24/25	0%	
10	Award Foundations & CIP	5 days	Mon 12/29/25	Tue 1/6/26	0%	
11	Award Electrical	5 days	Wed 1/7/26	Tue 1/13/26	0%	
12	Award Plumbing	5 days	Wed 1/7/26	Tue 1/13/26	0%	
13	Addendum #2 Awards	80 days	Wed 1/14/26	Tue 5/5/26	0%	
32	Trade Submittals & Material Procurement	330 days	Mon 12/29/25	Thu 4/15/27	0%	
104	<i>Frost Laws/Winter Conditions End</i>	<i>0 days</i>	<i>Wed 4/15/26</i>	<i>Wed 4/15/26</i>	<i>0%</i>	
105	Land Development	176 days	Thu 12/18/25	Fri 8/28/26	0%	
106	Due Care Plan/Brownfield Work	0 days	Tue 2/24/26	Tue 2/24/26	0%	
107	Pull Ahead Work	22 days	Thu 12/18/25	Thu 1/22/26	0%	
108	Site Fencing	10 days	Thu 12/18/25	Tue 1/6/26	0%	
109	Tree Removal	10 days	Mon 12/22/25	Thu 1/8/26	0%	
110	Site Cut and Clearing	10 days	Fri 1/9/26	Thu 1/22/26	0%	
111	Remobilization	96 days	Wed 4/15/26	Fri 8/28/26	0%	
112	Site Utilities - Sanitary	15 days	Wed 4/15/26	Tue 5/5/26	0%	
113	Site Utilities - Storm and Underground Detent	15 days	Wed 5/6/26	Wed 5/27/26	0%	
114	Site Utilities - Water	15 days	Thu 5/28/26	Wed 6/17/26	0%	
115	Site Utilities - Gas	5 days	Thu 6/18/26	Thu 7/2/26	0%	
116	DTE Transformers	10 days	Mon 8/17/26	Fri 8/28/26	0%	
117	Alley BP	10 days	Wed 4/15/26	Tue 4/28/26	0%	
118	Construction Phase - BP Building	432 days	Tue 2/24/26	Thu 11/4/27	0%	
119	Construction Start	0 days	Tue 2/24/26	Tue 2/24/26	0%	
120	BP Building	432 days	Wed 2/25/26	Thu 11/4/27	0%	
121	Foundations/Slab	432 days	Wed 2/25/26	Thu 11/4/27	0%	
122	Footings	25 days	Wed 2/25/26	Tue 3/31/26	0%	
123	Elevator Pit Waterproofing	5 days	Wed 3/25/26	Tue 3/31/26	0%	
124	CMU Shaft - Elevator	27 days	Fri 4/3/26	Mon 5/11/26	0%	
125	CMU Shaft #1	27 days	Tue 5/12/26	Thu 6/18/26	0%	
126	CMU Shaft #2	27 days	Fri 6/19/26	Tue 7/28/26	0%	
127	CMU Stem Walls	15 days	Wed 7/8/26	Tue 7/28/26	0%	

The Preserve on Ash - Phase II

Data Date: Sat 11/29/25

Start Date: 2/25/2025

Substantial Completion Date: 11/3/2027

Duration: 432 Working Days



The Preserve on Ash - Phase II
Schedule

ID	Task Name	Duration	Start	Finish	% Complete	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
128	Steel	15 days	Wed 7/29/26	Tue 8/18/26	0%																							
129	Steel Infills - CMU, Waterproofing, Concrete	10 days	Wed 8/19/26	Tue 9/1/26	0%																							
130	Dampproofing/Waterproofing	5 days	Wed 8/26/26	Tue 9/1/26	0%																							
131	Underground Plumbing	10 days	Wed 7/29/26	Tue 8/11/26	0%																							
132	Underground Electrical	10 days	Wed 8/12/26	Tue 8/25/26	0%																							
133	Vapor Mitigation System	0 days	Wed 8/19/26	Wed 8/19/26	0%																							
134	Slab on Grade	10 days	Wed 8/19/26	Tue 9/1/26	0%																							
135	Structure	101 days	Wed 9/2/26	Wed 1/27/27	0%																							
136	Frame 1st Level Walls	14 days	Wed 9/2/26	Tue 9/22/26	0%																							
137	Frame 2nd Level Floor	12 days	Wed 9/23/26	Thu 10/8/26	0%																							
138	Frame 2nd Level Walls	13 days	Fri 10/9/26	Tue 10/27/26	0%																							
139	Frame 3rd Level Floor	12 days	Wed 10/28/26	Thu 11/12/26	0%																							
140	Frame 3rd Level Walls	13 days	Fri 11/13/26	Thu 12/3/26	0%																							
141	Frame 4th Level Floor	12 days	Fri 12/4/26	Mon 12/21/26	0%																							
142	Frame 4th Level Walls	13 days	Tue 12/22/26	Mon 1/11/27	0%																							
143	Frame Roof	12 days	Tue 1/12/27	Wed 1/27/27	0%																							
144	Punch/Detailing	10 days	Thu 1/14/27	Wed 1/27/27	0%																							
145	Enclosure	198 days	Thu 1/28/27	Thu 11/4/27	0%																							
146	Roof Curbs, Penetrations, and Prep	5 days	Thu 1/28/27	Wed 2/3/27	0%																							
147	Roof Installation	10 days	Thu 2/4/27	Wed 2/17/27	0%																							
148	Windows	30 days	Thu 1/28/27	Wed 3/10/27	0%																							
149	ZIP System Final Detailing	10 days	Thu 3/18/27	Wed 3/31/27	0%																							
150	Exterior Doors/Frames	5 days	Thu 4/1/27	Wed 4/7/27	0%																							
151	Masonry	35 days	Thu 3/25/27	Wed 5/12/27	0%																							
152	Brick Cleaning	5 days	Thu 5/13/27	Wed 5/19/27	0%																							
153	Fiber Cement Panels	50 days	Thu 5/13/27	Fri 7/23/27	0%																							
154	Fiber Cement Panels - CNST Trash Chute	10 days	Wed 7/28/27	Tue 8/10/27	0%																							
155	Roof Coping	5 days	Mon 7/26/27	Fri 7/30/27	0%																							
156	Storefront System	20 days	Fri 6/25/27	Fri 7/23/27	0%																							
157	Exterior MEP Finishes	5 days	Mon 7/26/27	Fri 7/30/27	0%																							
158	Exterior Caulking	15 days	Mon 7/26/27	Fri 8/13/27	0%																							
159	Window Cleaning	5 days	Tue 10/26/27	Mon 11/1/27	0%																							
160	Signage	3 days	Tue 11/2/27	Thu 11/4/27	0%																							
161	Exterior	338 days	Mon 7/6/26	Mon 11/1/27	0%																							
162	Site Electrical	15 days	Mon 7/6/26	Fri 7/24/26	0%																							
163	Generator/Transformer Pads	15 days	Mon 7/27/26	Fri 8/14/26	0%																							
164	Open Trench / Internet	15 days	Mon 6/7/27	Fri 6/25/27	0%																							
165	Dumpster Enclosure	15 days	Thu 5/13/27	Thu 6/3/27	0%																							

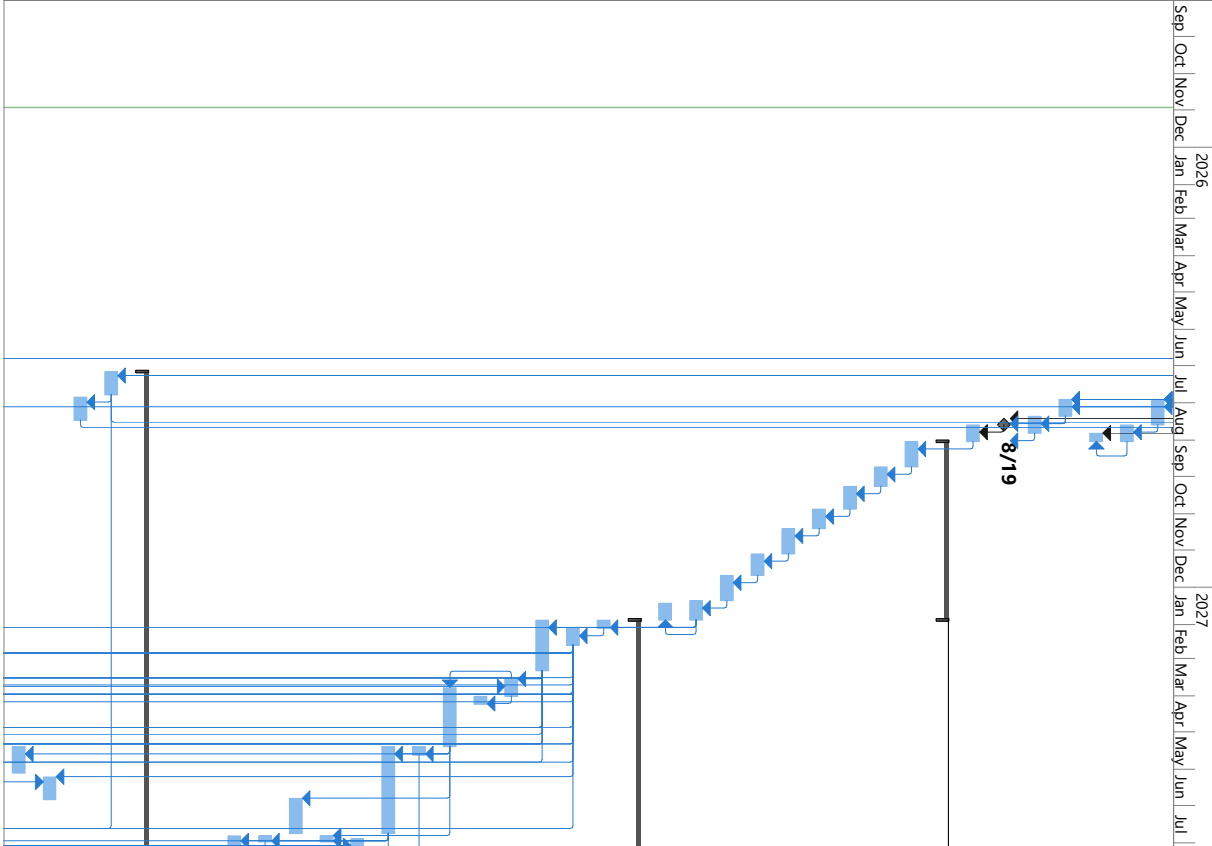
The Preserve on Ash - Phase II

Data Date: Sat 11/29/25

Start Date: 2/25/2025

Substantial Completion Date: 11/3/2027

Duration: 432 Working Days





The Preserve on Ash - Phase II
Schedule

ID	Task Name	Duration	Start	Finish	% Complete	Sep	Oct	Nov	Dec	2026	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2027	Jan	Feb	Mar	Apr	May	Jun	Jul
166	Demarcation Barrier/Backfill	15 days	Mon 7/26/27	Fri 8/13/27	0%																									
167	Concrete Curbs	15 days	Mon 8/16/27	Mon 9/6/27	0%																									
168	Concrete Sidewalks	15 days	Tue 9/7/27	Mon 9/27/27	0%																									
169	Decorative Concrete	5 days	Tue 9/28/27	Mon 10/4/27	0%																									
170	Parking Base	5 days	Thu 9/23/27	Wed 9/29/27	0%																									
171	Parking Asphalt	5 days	Thu 9/30/27	Wed 10/6/27	0%																									
172	Landscape & Irrigation	15 days	Tue 10/5/27	Mon 10/25/27	0%																									
173	Exterior Accessories	5 days	Tue 10/26/27	Mon 11/1/27	0%																									
174	Paint Doors/Frames	3 days	Mon 8/2/27	Wed 8/4/27	0%																									
175	Core	326 days	Fri 6/19/26	Thu 9/30/27	0%																									
176	Construction Trash Chute - Installation	3 days	Thu 1/28/27	Mon 2/1/27	0%																									
177	Construction Trash Chute - Removal	1 day	Tue 7/27/27	Tue 7/27/27	0%																									
178	Steel SFRM/Intumescent Paint/Drywall V20 days	20 days	Thu 2/18/27	Wed 3/17/27	0%																									
179	MAU/ERV - Roof Level	5 days	Thu 2/18/27	Wed 2/24/27	0%																									
180	Condenser Units - Roof Level	15 days	Thu 2/25/27	Wed 3/17/27	0%																									
181	Shaft Insulation/Assembly	20 days	Thu 2/25/27	Wed 3/24/27	0%																									
182	Shaft MEP	25 days	Thu 3/25/27	Wed 4/28/27	0%																									
183	Trash Chute	5 days	Thu 4/29/27	Wed 5/5/27	0%																									
184	Shaft Enclosures	10 days	Thu 5/6/27	Wed 5/19/27	0%																									
185	Elevator	35 days	Wed 5/26/27	Wed 7/14/27	0%																									
186	Elevator Balancing & Adjustments	10 days	Mon 8/2/27	Fri 8/13/27	0%																									
187	Service/Power Equipment On Site	1 day	Mon 7/19/27	Mon 7/19/27	0%																									
188	Permanent Power	15 days	Tue 7/20/27	Mon 8/9/27	0%																									
189	Booster Pump	5 days	Tue 8/3/27	Mon 8/9/27	0%																									
190	Stair #1 - Install	5 days	Fri 6/19/26	Thu 6/25/26	0%																									
191	Stair #1 - Concrete Infill	3 days	Fri 6/26/26	Tue 6/30/26	0%																									
192	Stair #1 - MEPs	5 days	Fri 9/10/27	Thu 9/16/27	0%																									
193	Stair #1 - Paint	5 days	Fri 9/17/27	Thu 9/23/27	0%																									
194	Stair #2 - Install	5 days	Wed 7/29/26	Tue 8/4/26	0%																									
195	Stair #2 - Concrete Infill	3 days	Wed 8/5/26	Fri 8/7/26	0%																									
196	Stair #2 - MEPs	5 days	Fri 9/17/27	Thu 9/23/27	0%																									
197	Stair #2 - Paint	5 days	Fri 9/24/27	Thu 9/30/27	0%																									
198	1st Floor	125 days	Thu 3/11/27	Mon 9/6/27	0%																									
199	1st Floor Residential	84 days	Thu 3/11/27	Thu 7/8/27	0%																									
200	Pre-Rock Drywall - Stage 1	4 days	Thu 3/11/27	Tue 3/16/27	0%																									
201	Plumbing Rough	10 days	Wed 3/17/27	Tue 3/30/27	0%																									
202	Fire Protection Rough-In	10 days	Wed 3/17/27	Tue 3/30/27	0%																									
203	Pre-Rock Insulation/Drywall - Stage 2	4 days	Wed 3/31/27	Mon 4/5/27	0%																									

The Preserve on Ash - Phase II

Data Date: Sat 11/29/25

Start Date: 2/25/2025

Substantial Completion Date: 11/3/2027

Duration: 432 Working Days



The Preserve on Ash - Phase II
Schedule

ID	Task Name	Duration	Start	Finish	% Complete	Sep	Oct	Nov	Dec	2026	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2027	Jan	Feb	Mar	Apr	May	Jun	Jul
204	Electrical Rough-In	10 days	Wed 3/31/27	Tue 4/13/27	0%																									
205	Mechanical Rough-In	10 days	Wed 3/31/27	Tue 4/13/27	0%																									
206	MEP Rough Inspections/Frame Inspect	3 days	Wed 4/14/27	Fri 4/16/27	0%																									
207	Insulation	5 days	Mon 4/19/27	Fri 4/23/27	0%																									
208	Hang Drywall	3 days	Thu 4/22/27	Mon 4/26/27	0%																									
209	Finish Drywall	7 days	Tue 4/20/27	Wed 4/28/27	0%																									
210	Prime	2 days	Thu 4/29/27	Fri 4/30/27	0%																									
211	Tub/Shower Bases & Surrounds	3 days	Wed 3/31/27	Fri 4/2/27	0%																									
212	Cabinets	5 days	Mon 5/3/27	Fri 5/7/27	0%																									
213	Interior Trim/Doors	5 days	Mon 5/3/27	Fri 5/7/27	0%																									
214	Template Countertops	1 day	Mon 5/10/27	Mon 5/10/27	0%																									
215	Drywall Spotting	5 days	Mon 5/10/27	Fri 5/14/27	0%																									
216	Install Countertops	1 day	Thu 5/20/27	Thu 5/20/27	0%																									
217	Paint	8 days	Fri 5/21/27	Wed 6/2/27	0%																									
218	Flooring Installation	3 days	Mon 5/31/27	Wed 6/2/27	0%																									
219	MEP Finishes	5 days	Fri 6/4/27	Thu 6/10/27	0%																									
220	Bathroom Accessories	1 day	Mon 6/7/27	Mon 6/7/27	0%																									
221	Window Shade Installation	1 day	Fri 6/11/27	Fri 6/11/27	0%																									
222	Deliver/Install Appliances	2 days	Fri 6/11/27	Mon 6/14/27	0%																									
223	Construction Clean	2 days	Tue 6/15/27	Wed 6/16/27	0%																									
224	Sachse Punchlist Creation	1 day	Thu 6/17/27	Thu 6/17/27	0%																									
225	Sachse Punchlist Work	5 days	Fri 6/18/27	Thu 6/24/27	0%																									
226	Punchlist Clean	2 days	Wed 6/23/27	Thu 6/24/27	0%																									
227	TCB Punchlist Creation	1 day	Fri 6/25/27	Fri 6/25/27	0%																									
228	TCB Punchlist Work	5 days	Mon 6/28/27	Fri 7/2/27	0%																									
229	Final Clean	2 days	Tue 7/6/27	Wed 7/7/27	0%																									
230	Punchlist Backcheck/Sign-Off	1 day	Thu 7/8/27	Thu 7/8/27	0%																									
231	Back of House Space	73 days	Mon 5/3/27	Fri 8/13/27	0%																									
232	Pre-Rock Drywall	3 days	Mon 5/3/27	Wed 5/5/27	0%																									
233	Plumbing Rough - Above Ceiling	5 days	Thu 5/6/27	Wed 5/12/27	0%																									
234	Electrical Rough-In - Above Ceiling	5 days	Thu 5/6/27	Wed 5/12/27	0%																									
235	Ceiling Rough Inspections	1 day	Thu 5/13/27	Thu 5/13/27	0%																									
236	Ceiling Insulation	3 days	Fri 5/14/27	Tue 5/18/27	0%																									
237	Ceiling Drywall	2 days	Wed 5/19/27	Thu 5/20/27	0%																									
238	Fire Protection Rough-In - Below Ceilin	5 days	Fri 5/21/27	Fri 5/28/27	0%																									
239	Electrical Rough-In - Below Ceiling	5 days	Fri 5/21/27	Fri 5/28/27	0%																									
240	Mechanical Rough-In - Below Ceiling	5 days	Fri 5/21/27	Fri 5/28/27	0%																									
241	Wall Insulation	3 days	Mon 5/31/27	Wed 6/2/27	0%																									

The Preserve on Ash - Phase II

Data Date: Sat 11/29/25

Start Date: 2/25/2025

Substantial Completion Date: 11/3/2027

Duration: 432 Working Days

The Preserve on Ash - Phase II
Schedule

ID	Task Name	Duration	Start	Finish	% Complete	Sep	Oct	Nov	Dec	2026	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2027	Jan	Feb	Mar	Apr	May	Jun	Jul
242	Hang Drywall	2 days	Thu 6/3/27	Fri 6/4/27	0%																									
243	Finish Drywall	4 days	Wed 6/9/27	Mon 6/14/27	0%																									
244	Drop Ceiling Framing	3 days	Tue 6/15/27	Thu 6/17/27	0%																									
245	Drop Ceiling MEP	5 days	Fri 6/18/27	Thu 6/24/27	0%																									
246	Drop Ceiling Inspections	2 days	Fri 6/25/27	Mon 6/28/27	0%																									
247	Drop Ceiling Drywall - Hang	3 days	Tue 6/29/27	Thu 7/1/27	0%																									
248	Drop Ceiling Drywall - Finish	5 days	Thu 7/1/27	Thu 7/8/27	0%																									
249	Prime/Paint	3 days	Wed 7/7/27	Fri 7/9/27	0%																									
250	MEP Equipment/Finishes	5 days	Mon 7/12/27	Fri 7/16/27	0%																									
251	Seal Concrete Floors	5 days	Mon 7/19/27	Fri 7/23/27	0%																									
252	Storage Lockers	3 days	Mon 7/26/27	Wed 7/28/27	0%																									
253	Bike Racks	3 days	Mon 7/26/27	Wed 7/28/27	0%																									
254	Construction Clean	1 day	Thu 7/29/27	Thu 7/29/27	0%																									
255	Sachse Punchlist Creation	1 day	Fri 7/30/27	Fri 7/30/27	0%																									
256	Sachse Punchlist Work	3 days	Mon 8/2/27	Wed 8/4/27	0%																									
257	Punchlist Clean	1 day	Thu 8/5/27	Thu 8/5/27	0%																									
258	TCB Punchlist Creation	1 day	Fri 8/6/27	Fri 8/6/27	0%																									
259	TCB Punchlist Work	3 days	Mon 8/9/27	Wed 8/11/27	0%																									
260	Final Clean	1 day	Thu 8/12/27	Thu 8/12/27	0%																									
261	Punchlist Backcheck/Sign-Off	1 day	Fri 8/13/27	Fri 8/13/27	0%																									
262	Common Area Space	85 days	Thu 5/6/27	Mon 9/6/27	0%																									
263	Pre-Rock Drywall	3 days	Thu 5/6/27	Mon 5/10/27	0%																									
264	Plumbing Rough - Above Ceiling	5 days	Thu 5/6/27	Wed 5/12/27	0%																									
265	Electrical Rough-In - Above Ceiling	5 days	Thu 5/6/27	Wed 5/12/27	0%																									
266	Ceiling Rough Inspections	1 day	Thu 5/13/27	Thu 5/13/27	0%																									
267	Ceiling Insulation	3 days	Fri 5/14/27	Tue 5/18/27	0%																									
268	Ceiling Drywall	2 days	Wed 5/19/27	Thu 5/20/27	0%																									
269	Fire Protection Rough-In - Below Ceilins	5 days	Fri 5/21/27	Fri 5/28/27	0%																									
270	Electrical Rough-In - Below Ceiling	5 days	Fri 5/21/27	Fri 5/28/27	0%																									
271	Mechanical Rough-In - Below Ceiling	5 days	Fri 5/21/27	Fri 5/28/27	0%																									
272	Wall Insulation	3 days	Mon 5/31/27	Wed 6/2/27	0%																									
273	Hang Drywall	3 days	Thu 6/3/27	Mon 6/7/27	0%																									
274	Finish Drywall	5 days	Wed 6/9/27	Tue 6/15/27	0%																									
275	Soffits	3 days	Tue 6/15/27	Thu 6/17/27	0%																									
276	Drop Ceiling Framing	3 days	Fri 6/18/27	Tue 6/22/27	0%																									
277	Drop Ceiling MEP	3 days	Fri 6/25/27	Tue 6/29/27	0%																									
278	Drop Ceiling Inspections	1 day	Tue 6/29/27	Tue 6/29/27	0%																									
279	Drop Ceiling Drywall - Hang	1 day	Wed 6/30/27	Wed 6/30/27	0%																									

The Preserve on Ash - Phase II

Data Date: Sat 11/29/25

Start Date: 2/25/2025

Substantial Completion Date: 11/23/2027

Duration: 432 Working Days



The Preserve on Ash - Phase II
Schedule

ID	Task Name	Duration	Start	Finish	% Complete	Sep	Oct	Nov	Dec	2026	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2027	Jan	Feb	Mar	Apr	May	Jun	Jul
280	Finish Drywall	5 days	Thu 7/1/27	Thu 7/8/27	0%																									
281	Prime	1 day	Fri 7/9/27	Fri 7/9/27	0%																									
282	Doors/Frames	5 days	Mon 7/12/27	Fri 7/16/27	0%																									
283	Interior Storefront	3 days	Mon 7/12/27	Wed 7/14/27	0%																									
284	Tile	15 days	Mon 7/12/27	Fri 7/30/27	0%																									
285	Package Room Shelving	3 days	Mon 8/2/27	Wed 8/4/27	0%																									
286	Finish Paint	5 days	Thu 8/5/27	Wed 8/11/27	0%																									
287	Drop Ceiling Tiles	3 days	Thu 8/12/27	Mon 8/16/27	0%																									
288	MEP Finishes	5 days	Thu 8/12/27	Wed 8/18/27	0%																									
289	Restroom Finishes	5 days	Thu 8/12/27	Wed 8/18/27	0%																									
290	Drinking Fountains	2 days	Thu 8/12/27	Fri 8/13/27	0%																									
291	Mailboxes	2 days	Thu 8/12/27	Fri 8/13/27	0%																									
292	Acoustic Wall Panels	5 days	Thu 8/12/27	Wed 8/18/27	0%																									
293	Construction Clean	1 day	Thu 8/19/27	Thu 8/19/27	0%																									
294	Sachse Punchlist Creation	1 day	Fri 8/20/27	Fri 8/20/27	0%																									
295	Sachse Punchlist Work	3 days	Mon 8/23/27	Wed 8/25/27	0%																									
296	Punchlist Clean	1 day	Thu 8/26/27	Thu 8/26/27	0%																									
297	TCB Punchlist Creation	1 day	Fri 8/27/27	Fri 8/27/27	0%																									
298	TCB Punchlist Work	3 days	Mon 8/30/27	Wed 9/1/27	0%																									
299	Final Clean	1 day	Thu 9/2/27	Thu 9/2/27	0%																									
300	Punchlist Backcheck/Sign-Off	1 day	Mon 9/6/27	Mon 9/6/27	0%																									
301	2nd Floor	129 days	Wed 3/17/27	Thu 9/16/27	0%																									
302	2nd Floor Residential	120 days	Wed 3/17/27	Thu 9/2/27	0%																									
303	Pre-Rock Drywall - Stage 1	4 days	Wed 3/17/27	Mon 3/22/27	0%																									
304	Plumbing Rough	10 days	Tue 3/23/27	Mon 4/5/27	0%																									
305	Fire Protection Rough-in	10 days	Tue 3/30/27	Mon 4/12/27	0%																									
306	Pre-Rock Insulation/Drywall - Stage 2	4 days	Tue 4/13/27	Fri 4/16/27	0%																									
307	Electrical Rough-in	10 days	Tue 4/13/27	Mon 4/26/27	0%																									
308	Mechanical Rough-in	10 days	Tue 4/13/27	Mon 4/26/27	0%																									
309	MEP Rough Inspections/Frame Inspect 3 days	10 days	Tue 4/27/27	Thu 4/29/27	0%																									
310	Insulation	5 days	Fri 4/30/27	Thu 5/6/27	0%																									
311	Hang Drywall	5 days	Wed 5/5/27	Tue 5/11/27	0%																									
312	Finish Drywall	10 days	Wed 5/5/27	Tue 5/18/27	0%																									
313	Prime	4 days	Wed 5/19/27	Tue 5/25/27	0%																									
314	Gypcrete	3 days	Wed 5/26/27	Fri 5/28/27	0%																									
315	Tub/Shower Bases & Surrounds	7 days	Tue 6/1/27	Wed 6/9/27	0%																									
316	Cabinets	10 days	Tue 6/1/27	Mon 6/14/27	0%																									
317	Interior Trim/Doors	10 days	Tue 6/8/27	Mon 6/21/27	0%																									

The Preserve on Ash - Phase II

Data Date: Sat 11/29/25

Start Date: 2/25/2025

Substantial Completion Date: 11/3/2027

Duration: 432 Working Days



The Preserve on Ash - Phase II
Schedule

ID	Task Name	Duration	Start	Finish	% Complete	Sep	Oct	Nov	Dec	2026	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2027	Jan	Feb	Mar	Apr	May	Jun	Jul
318	Template Countertops	1 day	Tue 6/15/27	Tue 6/15/27	0%																									
319	Drywall Spotting	5 days	Tue 6/15/27	Mon 6/21/27	0%																									
320	Install Countertops	2 days	Fri 6/25/27	Mon 6/28/27	0%																									
321	Paint	10 days	Tue 6/29/27	Tue 7/13/27	0%																									
322	Flooring Installation	5 days	Wed 7/7/27	Tue 7/13/27	0%																									
323	MEP Finishes	10 days	Tue 7/13/27	Mon 7/26/27	0%																									
324	Bathroom Accessories	3 days	Wed 7/14/27	Fri 7/16/27	0%																									
325	Window Shade Installation	3 days	Tue 7/27/27	Thu 7/29/27	0%																									
326	Deliver/Install Appliances	3 days	Tue 7/27/27	Thu 7/29/27	0%																									
327	Construction Clean	3 days	Fri 7/30/27	Tue 8/3/27	0%																									
328	Sachse Punchlist Creation	2 days	Tue 8/3/27	Wed 8/4/27	0%																									
329	Sachse Punchlist Work	10 days	Thu 8/5/27	Wed 8/18/27	0%																									
330	Punchlist Clean	3 days	Mon 8/16/27	Wed 8/18/27	0%																									
331	TCB Punchlist Creation	2 days	Thu 8/19/27	Fri 8/20/27	0%																									
332	TCB Punchlist Work	5 days	Mon 8/23/27	Fri 8/27/27	0%																									
333	Final Clean	3 days	Mon 8/30/27	Wed 9/1/27	0%																									
334	Punchlist Backcheck/Sign-Off	1 day	Thu 9/2/27	Thu 9/2/27	0%																									
335	2nd Floor Corridor	125 days	Tue 3/23/27	Thu 9/16/27	0%																									
336	Ceiling Drywall and Pre-rock	5 days	Tue 3/23/27	Mon 3/29/27	0%																									
337	MEP Rough-In	10 days	Tue 3/30/27	Mon 4/12/27	0%																									
338	MEP Inspections	1 day	Tue 4/13/27	Tue 4/13/27	0%																									
339	Wall Insulation	2 days	Fri 5/7/27	Mon 5/10/27	0%																									
340	Wall Drywall Hang	3 days	Tue 5/11/27	Thu 5/13/27	0%																									
341	Tape/Sand Drywall	5 days	Fri 5/14/27	Thu 5/20/27	0%																									
342	Prime	1 day	Fri 5/21/27	Fri 5/21/27	0%																									
343	Door Frame Installation	3 days	Tue 5/25/27	Thu 5/27/27	0%																									
344	Intersection Drop Framing	1 day	Fri 5/28/27	Fri 5/28/27	0%																									
345	Intersection Drop MEP Rough/Inspect	3 days	Mon 5/31/27	Wed 6/2/27	0%																									
346	Intersection Drop Drywall	3 days	Thu 6/3/27	Mon 6/7/27	0%																									
347	Drop Ceiling Grid	5 days	Fri 7/30/27	Thu 8/5/27	0%																									
348	MEP Finishes	5 days	Fri 8/6/27	Thu 8/12/27	0%																									
349	Drop Ceiling Pads	2 days	Fri 8/13/27	Mon 8/16/27	0%																									
350	Drywall Spotting	3 days	Tue 8/17/27	Thu 8/19/27	0%																									
351	Flooring	2 days	Fri 8/20/27	Mon 8/23/27	0%																									
352	Paint Walls	3 days	Tue 8/24/27	Thu 8/26/27	0%																									
353	Signage	2 days	Fri 8/27/27	Mon 8/30/27	0%																									
354	Sachse Punchlist Creation	1 day	Tue 8/31/27	Tue 8/31/27	0%																									
355	Sachse Punchlist Work	5 days	Wed 9/1/27	Wed 9/8/27	0%																									

The Preserve on Ash - Phase II

Data Date: Sat 11/29/25

Start Date: 2/25/2025

Substantial Completion Date: 11/3/2027

Duration: 432 Working Days



The Preserve on Ash - Phase II
Schedule

ID	Task Name	Duration	Start	Finish	% Complete	Sep	Oct	Nov	Dec	2026	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2027	Jan	Feb	Mar	Apr	May	Jun	Jul
356	Punch List Clean	1 day	Wed 9/8/27	Wed 9/8/27	0%																									
357	TCB Punchlist Creation	1 day	Thu 9/9/27	Thu 9/9/27	0%																									
358	TCB Punchlist Work	3 days	Fri 9/10/27	Tue 9/14/27	0%																									
359	Final Clean	1 day	Wed 9/15/27	Wed 9/15/27	0%																									
360	Punchlist Backcheck/Sign-Off	1 day	Thu 9/16/27	Thu 9/16/27	0%																									
361	3rd Floor	134 days	Tue 3/23/27	Wed 9/29/27	0%																									
362	3rd Floor Residential	125 days	Tue 3/23/27	Thu 9/16/27	0%																									
363	Pre-Rock Drywall - Stage 1	4 days	Tue 3/23/27	Fri 3/26/27	0%																									
364	Plumbing Rough	10 days	Mon 3/29/27	Fri 4/9/27	0%																									
365	Fire Protection Rough-In	10 days	Mon 4/5/27	Fri 4/16/27	0%																									
366	Pre-Rock Drywall - Stage 2	4 days	Mon 4/19/27	Thu 4/22/27	0%																									
367	Electrical Rough-In	10 days	Tue 4/27/27	Mon 5/10/27	0%																									
368	Mechanical Rough-In	10 days	Tue 4/27/27	Mon 5/10/27	0%																									
369	MEP Rough Inspections/Frame Inspect	3 days	Tue 5/11/27	Thu 5/13/27	0%																									
370	Insulation	5 days	Fri 5/14/27	Thu 5/20/27	0%																									
371	Hang Drywall	5 days	Wed 5/19/27	Wed 5/26/27	0%																									
372	Finish Drywall	10 days	Wed 5/19/27	Wed 6/2/27	0%																									
373	Prime	3 days	Thu 6/3/27	Mon 6/7/27	0%																									
374	Gypcrete	3 days	Tue 6/8/27	Thu 6/10/27	0%																									
375	Tub/Shower Bases & Surrounds	10 days	Tue 6/15/27	Mon 6/28/27	0%																									
376	Cabinets	10 days	Mon 6/14/27	Fri 6/25/27	0%																									
377	Interior Trim/Doors	10 days	Mon 6/21/27	Fri 7/2/27	0%																									
378	Template Countertops	1 day	Mon 6/28/27	Mon 6/28/27	0%																									
379	Drywall Spotting	5 days	Mon 6/28/27	Fri 7/2/27	0%																									
380	Install Countertops	2 days	Fri 7/9/27	Mon 7/12/27	0%																									
381	Paint	10 days	Tue 7/13/27	Mon 7/26/27	0%																									
382	Flooring Installation	5 days	Tue 7/20/27	Mon 7/26/27	0%																									
383	MEP Finishes	10 days	Mon 7/26/27	Fri 8/6/27	0%																									
384	Bathroom Accessories	3 days	Tue 7/27/27	Thu 7/29/27	0%																									
385	Window Shade Installation	3 days	Mon 8/9/27	Wed 8/11/27	0%																									
386	Deliver/Install Appliances	3 days	Mon 8/9/27	Wed 8/11/27	0%																									
387	Construction Clean	3 days	Thu 8/12/27	Mon 8/16/27	0%																									
388	Sachse Punchlist Creation	2 days	Mon 8/16/27	Tue 8/17/27	0%																									
389	Sachse Punchlist Work	10 days	Wed 8/18/27	Tue 8/31/27	0%																									
390	Punchlist Clean	3 days	Fri 8/27/27	Tue 8/31/27	0%																									
391	TCB Punchlist Creation	2 days	Wed 9/1/27	Thu 9/2/27	0%																									
392	TCB Punchlist Work	5 days	Mon 9/6/27	Fri 9/10/27	0%																									
393	Final Clean	3 days	Mon 9/13/27	Wed 9/15/27	0%																									

The Preserve on Ash - Phase II

Data Date: Sat 11/29/25

Start Date: 2/25/2025

Substantial Completion Date: 11/3/2027

Duration: 432 Working Days



The Preserve on Ash - Phase II
Schedule

ID	Task Name	Duration	Start	Finish	% Complete	Sep	Oct	Nov	Dec	2026	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2027	Jan	Feb	Mar	Apr	May	Jun	Jul
394	Punchlist Backcheck/Sign-Off	1 day	Thu 9/16/27	Thu 9/16/27	0%																									
395	3rd Floor Corridor	129 days	Tue 3/30/27	Wed 9/29/27	0%																									
396	Ceiling Drywall and Pre-rock	5 days	Tue 3/30/27	Mon 4/5/27	0%																									
397	MEP Rough-In	10 days	Tue 4/13/27	Mon 4/26/27	0%																									
398	MEP Inspections	1 day	Tue 4/27/27	Tue 4/27/27	0%																									
399	Wall Insulation	2 days	Fri 5/21/27	Tue 5/25/27	0%																									
400	Wall Drywall Hang	3 days	Wed 5/26/27	Fri 5/28/27	0%																									
401	Tape/Sand Drywall	5 days	Mon 5/31/27	Fri 6/4/27	0%																									
402	Prime	1 day	Mon 6/7/27	Mon 6/7/27	0%																									
403	Door Frame Installation	3 days	Tue 6/8/27	Thu 6/10/27	0%																									
404	Intersection Drop Framing	1 day	Fri 6/11/27	Fri 6/11/27	0%																									
405	Intersection Drop MEP Rough/Inspect	3 days	Mon 6/14/27	Wed 6/16/27	0%																									
406	Intersection Drop Drywall	3 days	Thu 6/17/27	Mon 6/21/27	0%																									
407	Drop Ceiling Grid	5 days	Thu 8/12/27	Wed 8/18/27	0%																									
408	MEP Finishes	5 days	Thu 8/19/27	Wed 8/25/27	0%																									
409	Drop Ceiling Pads	2 days	Thu 8/26/27	Fri 8/27/27	0%																									
410	Drywall Spotting	3 days	Mon 8/30/27	Wed 9/1/27	0%																									
411	Flooring	2 days	Thu 9/2/27	Mon 9/6/27	0%																									
412	Paint Walls	3 days	Tue 9/7/27	Thu 9/9/27	0%																									
413	Signage	2 days	Fri 9/10/27	Mon 9/13/27	0%																									
414	Sachse Punchlist Creation	1 day	Tue 9/14/27	Tue 9/14/27	0%																									
415	Sachse Punchlist Work	5 days	Wed 9/15/27	Tue 9/21/27	0%																									
416	Punch List Clean	1 day	Tue 9/21/27	Tue 9/21/27	0%																									
417	TCB Punchlist Creation	1 day	Wed 9/22/27	Wed 9/22/27	0%																									
418	TCB Punchlist Work	3 days	Thu 9/23/27	Mon 9/27/27	0%																									
419	Final Clean	1 day	Tue 9/28/27	Tue 9/28/27	0%																									
420	Punchlist Backcheck/Sign-Off	1 day	Wed 9/29/27	Wed 9/29/27	0%																									
421	4th Floor	140 days	Mon 3/29/27	Wed 10/13/27	0%																									
422	4th Floor Residential	131 days	Mon 3/29/27	Thu 9/30/27	0%																									
423	Pre-Rock Drywall - Stage 1	4 days	Mon 3/29/27	Thu 4/1/27	0%																									
424	Plumbing Rough	10 days	Fri 4/2/27	Thu 4/15/27	0%																									
425	Fire Protection Rough-In	10 days	Fri 4/2/27	Thu 4/15/27	0%																									
426	Pre-Rock Insulation/Drywall - Stage 2	4 days	Fri 4/23/27	Wed 4/28/27	0%																									
427	Electrical Rough-In	10 days	Tue 5/11/27	Tue 5/25/27	0%																									
428	Mechanical Rough-In	10 days	Tue 5/11/27	Tue 5/25/27	0%																									
429	MEP Rough Inspections/Frame Inspect	3 days	Wed 5/26/27	Fri 5/28/27	0%																									
430	Insulation	5 days	Mon 5/31/27	Fri 6/4/27	0%																									
431	Hang Drywall	5 days	Thu 6/3/27	Wed 6/9/27	0%																									



The Preserve on Ash - Phase II
Data Date: Sat 11/29/25

Start Date: 2/25/2025
Substantial Completion Date: 11/3/2027
Duration: 432 Working Days



The Preserve on Ash - Phase II
Schedule

ID	Task Name	Duration	Start	Finish	% Complete	Sep	Oct	Nov	Dec	2026	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2027	Jan	Feb	Mar	Apr	May	Jun	Jul
432	Finish Drywall	10 days	Thu 6/3/27	Wed 6/16/27	0%																									
433	Prime	3 days	Thu 6/17/27	Mon 6/21/27	0%																									
434	Gypcrete	3 days	Tue 6/22/27	Thu 6/24/27	0%																									
435	Tub/Shower Bases & Surrounds	10 days	Tue 6/29/27	Tue 7/13/27	0%																									
436	Cabinets	10 days	Mon 6/28/27	Mon 7/12/27	0%																									
437	Interior Trim/Doors	10 days	Tue 7/6/27	Mon 7/19/27	0%																									
438	Template Countertops	1 day	Tue 7/13/27	Tue 7/13/27	0%																									
439	Drywall Spotting	5 days	Tue 7/13/27	Mon 7/19/27	0%																									
440	Install Countertops	2 days	Fri 7/23/27	Mon 7/26/27	0%																									
441	Paint	10 days	Tue 7/27/27	Mon 8/9/27	0%																									
442	Flooring Installation	5 days	Tue 8/3/27	Mon 8/9/27	0%																									
443	MEP Finishes	10 days	Mon 8/9/27	Fri 8/20/27	0%																									
444	Bathroom Accessories	3 days	Tue 8/10/27	Thu 8/12/27	0%																									
445	Window Shade Installation	3 days	Mon 8/23/27	Wed 8/25/27	0%																									
446	Deliver/Install Appliances	3 days	Mon 8/23/27	Wed 8/25/27	0%																									
447	Construction Clean	3 days	Thu 8/26/27	Mon 8/30/27	0%																									
448	Sachse Punchlist Creation	2 days	Mon 8/30/27	Tue 8/31/27	0%																									
449	Sachse Punchlist Work	10 days	Wed 9/1/27	Wed 9/15/27	0%																									
450	Punchlist Clean	3 days	Mon 9/13/27	Wed 9/15/27	0%																									
451	TCB Punchlist Creation	2 days	Thu 9/16/27	Fri 9/17/27	0%																									
452	TCB Punchlist Work	5 days	Mon 9/20/27	Fri 9/24/27	0%																									
453	Final Clean	3 days	Mon 9/27/27	Wed 9/29/27	0%																									
454	Punchlist Backcheck/Sign-Off	1 day	Thu 9/30/27	Thu 9/30/27	0%																									
455	4th Floor Corridor Ceiling Drywall and Pre-rock	5 days	Tue 4/6/27	Mon 4/12/27	0%																									
456	MEP Rough-In	10 days	Tue 4/27/27	Mon 5/10/27	0%																									
457	MEP Inspections	2 days	Tue 5/11/27	Wed 5/12/27	0%																									
458	Wall Insulation	2 days	Mon 6/7/27	Tue 6/8/27	0%																									
459	Wall Drywall Hang	3 days	Wed 6/9/27	Fri 6/11/27	0%																									
460	Tape/Sand Drywall	5 days	Mon 6/14/27	Fri 6/18/27	0%																									
461	Prime	1 day	Mon 6/21/27	Mon 6/21/27	0%																									
462	Door Frame Installation	3 days	Tue 6/22/27	Thu 6/24/27	0%																									
463	Intersection Drop Framing	1 day	Fri 6/25/27	Fri 6/25/27	0%																									
464	Intersection Drop MEP Rough/Inspect	3 days	Mon 6/28/27	Wed 6/30/27	0%																									
465	Intersection Drop Drywall	3 days	Thu 7/1/27	Tue 7/6/27	0%																									
466	Drop Ceiling Grid	5 days	Thu 8/26/27	Wed 9/1/27	0%																									
467	MEP Finishes	5 days	Thu 9/2/27	Thu 9/9/27	0%																									
468	Drop Ceiling Pads	2 days	Fri 9/10/27	Mon 9/13/27	0%																									
469																														

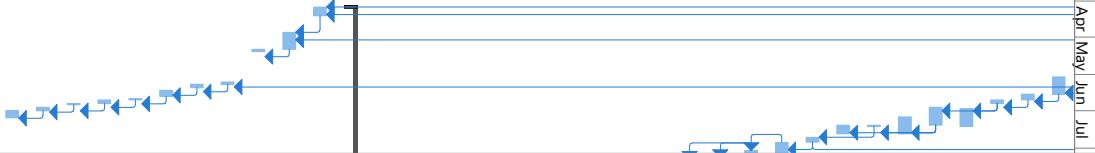
The Preserve on Ash - Phase II

Data Date: Sat 11/29/25

Start Date: 2/25/2025

Substantial Completion Date: 11/3/2027

Duration: 432 Working Days





The Preserve on Ash - Phase II
Schedule

ID	Task Name	Duration	Start	Finish	% Complete	Sep	Oct	Nov	Dec	2026	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2027	Jan	Feb	Mar	Apr	May	Jun	Jul
470	Drywall Spotting	3 days	Tue 9/14/27	Thu 9/16/27	0%																									
471	Flooring	2 days	Fri 9/17/27	Mon 9/20/27	0%																									
472	Paint Walls	3 days	Tue 9/21/27	Thu 9/23/27	0%																									
473	Signage	2 days	Fri 9/24/27	Mon 9/27/27	0%																									
474	Sachse Punchlist Creation	1 day	Tue 9/28/27	Tue 9/28/27	0%																									
475	Sachse Punchlist Work	5 days	Wed 9/29/27	Tue 10/5/27	0%																									
476	Punch List Clean	1 day	Tue 10/5/27	Tue 10/5/27	0%																									
477	TCB Punchlist Creation	1 day	Wed 10/6/27	Wed 10/6/27	0%																									
478	TCB Punchlist Work	3 days	Thu 10/7/27	Mon 10/11/27	0%																									
479	Final Clean	1 day	Tue 10/12/27	Tue 10/12/27	0%																									
480	Punchlist Backcheck/Sign-Off	1 day	Wed 10/13/27	Wed 10/13/27	0%																									
481	Testing	40 days	Fri 9/10/27	Thu 11/4/27	0%																									
482	Elevator Final	5 days	Fri 9/10/27	Thu 9/16/27	0%																									
483	Fire Panel Programing & Certification	10 days	Fri 9/10/27	Thu 9/23/27	0%																									
484	Shorts & Grounds	5 days	Fri 9/24/27	Thu 9/30/27	0%																									
485	Fire Alarm Inspections	5 days	Fri 10/1/27	Thu 10/7/27	0%																									
486	Inspector/Permit Closeout	20 days	Fri 10/8/27	Thu 11/4/27	0%																									
487	Phase II - Certificate of Occupancy	0 days	Thu 11/4/27	Thu 11/4/27	0%																									
488	Phase II - Substantial Completion	0 days	Thu 11/4/27	Thu 11/4/27	0%																									
489	Close Out	30 days	Fri 11/5/27	Fri 12/17/27	0%																									
490	Closeout - BP Building	30 days	Fri 11/5/27	Fri 12/17/27	0%																									
491	Final Completion - POA Phase II	0 days	Fri 12/17/27	Fri 12/17/27	0%																									

The Preserve on Ash - Phase II
Data Date: Sat 11/29/25

Start Date: 2/25/2025
Substantial Completion Date: 11/3/2027
Duration: 432 Working Days

EXHIBIT E

SITE AND NEIGHBORHOOD STANDARDS CERTIFICATION

DEVELOPER NAME: _____

PROJECT NAME: _____

PROJECT SITE: The _____ (_____) residential units located on the real property situated in the City of Detroit, Wayne County, Michigan commonly known as _____.

The undersigned, on behalf of _____, a _____ (“Developer”) and _____ [Environmental consultants] (“Consultants”) hereby certify, represent and warrant to the City of Detroit as follows, as of the date of execution of this Certification:

Attached hereto as Attachment A is a complete copy of the following documents:

- Phase I Environmental Site Assessment dated _____ prepared by _____
- Phase II Environmental Site Assessment dated _____ prepared by _____
- [Describe other Environmental Reports]

(collectively, “Reports”), which Reports were prepared by the Consultants at the request of the Developer, and relates to the Project Site indicated above (“Site”).

1. Developer hereby certifies and confirms that the Site, as of the date of the Reports, met the site and neighborhood standards set out in 24 CFR 983.57 (or successor regulations).
2. The Consultant hereby certifies and confirms that the Reports are the only documents prepared by the Consultant for the Developer relating to the subject matter thereof, and the Reports have not been modified, rescinded or revoked in whole or in part.

Developer: _____
Signature

Date: _____

Consultant: _____
Signature

Date: _____

HRD Approval

Reviewed by: _____

Approved by: _____

It has been determined that the proposed new construction or rehabilitation project is in compliance with 24 CFR 983.57.

Attachment A

Site and Neighborhood Standards Certification

Environmental Assessment Reports

(Attached hereto)

EXHIBIT F

CONFLICT OF INTEREST CERTIFICATION

The undersigned (“Developer”), as recipient or possible recipient of City of Detroit CDBG-DR funds and as Developer under a Development and Loan Agreement executed or to be executed by the Developer (“Agreement”), hereby agrees and certifies and covenants to the City of Detroit Housing & Revitalization Department as follows, as of the date of the Developer’s execution of this Certification and as of the date of the Developer’s execution of the Agreement:

- a. The Developer’s participation in the Agreement will conform to the requirements of all applicable Community Development Block Grant regulations including Sections 84.42, 85.36 and 570.611 of Title 24 of the Code of Federal Regulations, and will not result in any organizational conflict of interest. Organizational conflict of interest is defined as a situation in which the nature of work under the Agreement and the Developer’s organizational, financial, contractual or other interests are such that: (1) award of the Agreement may result in unfair competitive advantage or (2) the Developer’s objectivity in performing the Agreement may be impaired.
- b. In the event the Developer has an organizational conflict of interest as defined herein, the Developer shall disclose such conflict of interest fully to the City of Detroit Housing & Revitalization Department in the submission of the proposal for the Agreement and/or during the life of the Agreement.
- c. If the Developer discovers an organizational conflict of interest with respect to the Agreement, it shall make an immediate and full disclosure in writing to the Director of the Housing & Revitalization Department and Executive Manager of the Housing Services Division, which shall include a description of the action which the Developer has taken or intends to take to eliminate or neutralize the conflict. The Housing & Revitalization Department may, however, terminate the Agreement if it is in the best interest of the City.
- d. In the event the Developer was aware of an organizational conflict of interest before the award of the Agreement and intentionally did not disclose the conflict to the Housing & Revitalization Department, the Housing & Revitalization Department may terminate the Agreement for default.
- e. The provisions of this Certification shall be included in all subcontracts and consulting agreements relating to the Project (as defined in the Agreement).
- f. No federal, state or local elected official nor any member of the City of Detroit Planning Commission or employee of the Housing & Revitalization Department nor any corporation owned or controlled by such person, shall be allowed to participate in any share or part of the Agreement or to realize any benefit from it. This provision shall be construed to extend to the Agreement if made with a corporation for its general benefit.

- g. No member, officer, or employee of the City of Detroit Housing & Revitalization Department, no member of the governing body of the City of Detroit or any other local government and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project (as defined in the Agreement), shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in the Agreement or the proceeds thereof.
- h. The Housing & Revitalization Department reserves discretion to determine the proper treatment of any conflict of interest disclosed under this Certification.

DEVELOPER:

_____,
a _____

By: _____

Name: _____

Its: _____

EXHIBIT G

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned (“Developer”), as recipient or possible recipient of City of Detroit loan funds and as Developer under a Development and Loan Agreement executed or to be executed by the Developer (“Agreement”), hereby agrees and certifies, represents, warrants, to the best of the Developer’s knowledge and belief, and covenants to the City of Detroit Housing & Revitalization Department as follows, as of the date of the Developer’s execution of this Certification and as of the date of the Developer’s execution of the Agreement:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the Agreement, any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of the Agreement or any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this Certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) relating to the Project (as defined in the Agreement) and that all subrecipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance will be placed when the Agreement is made or entered into or was placed when the Agreement was made or entered into. Submission of this Certification is a prerequisite for making or entering into the Agreement, imposed by Section 1352, title 31, U.S. Code. Any person who fails to submit this Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$1,000,000 for each such failure.

DEVELOPER:

_____,
a _____

By: _____
Name: _____
Its: _____

EXHIBIT H

AFFIRMATIVE MARKETING RESPONSIBILITIES

1. At least thirty (30) days prior to an expected vacancy, Developer or its marketing agent shall send a Notice of Rental Unit Vacancy, in the form attached hereto, to the City of Detroit Housing Commission (“Commission”) at the address indicated below. Developer shall obtain written confirmation of the Commission’s receipt of the notice, in the form of a signed certified or registered mail receipt or other signed receipt from the Commission or confirmation of fax transmission to the Commission, retain the confirmation in its records and, if requested, shall provide a copy of the confirmation to the City.
2. Developer shall be required to use a local print publishing media outlet. Every advertisement shall use the Equal Housing Opportunity logo or contain a statement that the unit is available to all ethnic, racial and gender groups. Developer shall retain a copy of each advertisement in its records and, if requested, shall provide a copy of each advertisement to the City.
3. Developer shall also retain in its records copies of all other materials used to market the unit and, if requested shall provide copies of all such material to the City.
4. Developer shall retain in its records a copy of all applications for the unit and related documents, e.g. tenant income verification, and, if requested, shall provide copies of all applications and related documents to the City. Each application shall indicate whether or not the applicant was accepted for the unit. Developer shall use an application form that contains the information on the form attached hereto.
5. Developer shall submit to the City on an annual basis, or more frequently if requested, such marketing and occupancy data as requested by the City.
6. Developer shall perform the obligations set forth above for the duration of the Period of Affordability specified in the Development and Loan Agreement for the Project.

OUTREACH AGENCY

City of Detroit Housing Commission
1301 East Jefferson Avenue
Detroit, Michigan 48207
Attention: Section 8 Office

ATTENTION: SECTION 8 OFFICE
NOTICE OF RENTAL UNIT VACANCY

DATE: _____

NOTICE TO: City of Detroit Housing Commission
(Agency name)

FROM: _____
(Owner or Marketing Agent)

IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF DETROIT COMMUNITY DEVELOPMENT BLOCK GRAND-DISASTER RECOVERY PROGRAM, THIS IS TO INFORM YOU OF AN UPCOMING VACANCY:

LOCATION: _____
(Address)

TYPE OF UNIT(S): _____
(Number of Bedrooms, etc.)

VACANCY DATE(S): _____

RENT: _____
(Amount)

UTILITIES: _____
(Tenant or Owner Responsibility)

LEASE INFORMATION: _____

CONTACT: _____
(Owner or Marketing Agent)

(Address)

(Telephone)

WE ARE REQUESTING YOUR ASSISTANCE IN PROVIDING REFERRALS OF INDIVIDUALS INTERESTED IN THESE VACANCIES, WHO MEET THE DEFINITION OF DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SECTION 8 LOW INCOME PERSONS. FURTHER INFORMATION REGARDING THE CURRENT DEFINITION OF LOW INCOME MAY BE OBTAINED BY CALLING:

HOUSING & REVITALIZATION DEPARTMENT

COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY
PROGRAM
2 WOODWARD AVENUE
COLEMAN A. YOUNG MUNICIPAL CENTER, SUITE 908
DETROIT, MI 48226
(313) 224-3461

This unit(s) is available to all ethnic, racial & gender groups.

EXHIBIT I

NOFA

(Attached hereto.)

CITY OF DETROIT

Housing & Revitalization Department

Housing Rehabilitation and Development Program



NOTICE OF FUNDING AVAILABILITY (NOFA)

AND

APPLICATION PACKAGE

September 2023 NOFA

Michael E. Duggan, Mayor
Julie Schneider, Director

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INTRODUCTION

The City of Detroit's Housing and Revitalization Department (HRD) is pleased to release this Notice of Funding Availability (NOFA) to provide affordable housing developers and owners the opportunity to apply for financial support for projects that address housing challenges in Detroit neighborhoods. Through this NOFA, HRD is making up to \$14,000,000 of funding available to support the preservation, rehabilitation and/or development of affordable housing units in the city of Detroit.

This notice specifically relates to the availability of financing tools made available through the City of Detroit's Affordable Housing Development Program (AHDP) and through funding received from the U.S Department of Housing and Urban Development (HUD) including:

- the HOME Investment Partnership Program (HOME),
- the Community Development Block Grant Program (CDBG), and
- the HOME – American Rescue Plan (HOME-ARP) Program, and

funding received from the United States Department of the Treasury pursuant to the Coronavirus State and Local Fiscal Recovery Fund under CFDA 21.027, under Section 602 and 603 of Title VI the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act of 2021 ("**ARPA**") (Subtitle M of Title IX of Public Law 117-2) that the City has allocated to provide funding for increasing affordable housing supply as allowed under the relevant Treasury guidance, interim and final rules.

Through the Affordable Housing Leverage Fund partnership, HRD works closely with Detroit LISC and MSHDA to leverage these finite resources to maximize production and preservation of affordable units.

This NOFA round includes the following programs, categories, and available funding amounts:

1. Pre-development Loan Program

\$1,000,000

Pre-Development loan program funds are available to support developers with pre-development costs and technical assistance for affordable multifamily and mixed-use projects. Community Housing Development Organizations (CHDO), Community-Based Development Organizations (CBDO), For-Profit/Start-up developers, Nonprofit developers, and/or emerging Detroit-based developers are encouraged to apply. CDBG funding will be the source of funds to support this program. Special consideration will be given to Detroit based developers.

2. Affordable Housing Development Program

a) Multifamily Development Category \$7,000,000

Multifamily Development funds are available to support projects that will construct new multifamily housing and projects that will rehabilitate and preserve existing multifamily housing projects in Detroit that include affordable units. HOME funds are the primary source used to fund awards in this category.

b) Supportive Housing Category \$6,000,000

Permanent Supportive Housing (PSH) funds are available to support high-quality projects that will construct, rehabilitate, and/or preserve multifamily developments in Detroit that are deeply affordable and provide intensive tenant-centered services for the residents. PSH is an important intervention for a subset of households experiencing homelessness. The goal of PSH is provide deeply affordable housing, with an array of services that's designed to foster housing stability and improve the health and quality of life of PSH tenants.

According to the 2021 State of Homelessness Annual Report for the Detroit Continuum of Care (CoC), 20% of the people experiencing homeless in Detroit are chronically homelessness. Over the course of 2021, 1,120 people experienced chronic homelessness - long stays in shelter and unsheltered situations and have a long-term disabling condition (i.e. intellectual/developmental, mental illness, physical, substance use, etc.). The Detroit CoC, through the coordinated entry process, prioritizes people experiencing chronic homelessness for PSH units. Approximately 90% of chronic homeless households are single adults, which emphasizes the need for studio and one-bedroom PSH units. The population eligible for PSH are households experiencing literal homelessness, as defined by HUD, and have a disabling condition.

PSH project partners must bring a shared understanding of Housing First and Harm Reduction and that must be reflected within the Attachments and responses. The project must pay the cost of all utilities for the PSH units. High quality PSH ensures housing stability by engaging households in voluntary, flexible and coordinated supportive services, and attending to households' connections to community. PSH projects are required to take all applicant referrals through the Continuum of Care's Coordinated Entry process and will be required to obtain a letter of support from the Continuum of Care. Additionally, projects will be required to enter PSH tenant level data into the Homeless Management Information System (HMIS). HOME, AHDPF, and HOME-ARP funds are the primary sources used to fund awards in this category.

HOUSING REHABILITATION AND DEVELOPMENT PROGRAM APPLICATION AWARD PROCESS SCHEDULE

Tentative Schedule (Dates Subject to Change)

EVENT	DATE
NOFA Published	September 11, 2023
HRD Pre-Submission Public Meeting*	September 25, 2023 at 11 am (See meeting information below)*
Pre-Application Project Review Meetings**	September 25 – October 13, 2023
Program Compliance Information Meeting***	October 9, 2023 (See meeting information below)***
Final Submission Deadline	October 16, 2023
Letters of Interest	November 17, 2023
City Support & PILOT Letters Issued (9% & 4% LIHTC)	November 20 -29, 2023
Commitment Level Documents Due*****	December 8, 2023*****
Conditional Award Letters Issued (9% LIHTC Projects) / Conditional Compliance Award Letters****	April 9, 2024
Conditional Award Letters Issued (All Other Projects)	TBD

***THE HRD NOFA PUBLIC MEETING WILL BE HELD VIA TEAMS ON [September 25, 2023](#) at 11:00 am**
Please use the following information to join the Teams Meeting:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 221 371 040 898

Passcode: BoPG2v

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 469-998-6602,,64787786#](#) United States, Dallas

Phone Conference ID: 647 877 86#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

****** The project team must provide the documents shown on page 22 at the time a meeting is requested using the [Pre-Application Project Review Meeting](#) Smartsheet link.

******* A **Program Compliance Information Meeting** to review compliance requirements of the HOME, CDBG, and other funding sources awarded through the NOFA and to explain the application submission process. **WILL BE HELD VIA TEAMS ON October 9, 2023 AT 10:00 am.** **Development teams applying for funding through this NOFA must register to attend the meeting [HERE](#). POINTS ARE AWARDED FOR ATTENDING THE MEETING.**

******** Pre-Development projects are subject to Scoring Review, and will receive a “Conditional Compliance Award Letter” in lieu of a “Conditional Award Letter”. Pre-Development projects are not guaranteed to receive a Conditional Compliance Award Letter.

********* Commitment Level Documents are not required for Pre-development loan applicants.

DESCRIPTION OF FUNDING SOURCES USED IN THIS NOFA

HOME Investment Partnerships Program (HOME) through HUD

The majority of projects funded through this NOFA will receive HOME dollars. The general purposes of the Federal HOME program are: expanding the supply of decent and affordable housing, particularly rental housing, for low- and very low-income households. All federal requirements for the HOME program are listed in [Title 42, Chapter 130 and CFR Title 24 Part 92](#) and the [Final Rule](#). All projects supported by HOME funds must comply with the associated statutory and regulatory requirements for the HOME program. Please note the HOME guidelines and restrictions reference in this NOFA are not exhaustive and all requirements listed within the HOME regulations and subsequent award documents will need to be met.

Community Development Block Grant Program (CDBG) through HUD

Subject to all City approvals, the City of Detroit may utilize CDBG funds to reimburse applicants for reasonable and necessary soft costs incurred on the project and costs associated with the rehabilitation of a building. A Community-Based Development Organization (CBDO) may use CDBG funds to pay for eligible new construction costs associated with a project. Although limited, these funds may be used as a supplement or substitute for HOME funds. Any project supported by CDBG must comply with the associated statutory and regulatory requirements outlined in [Title 24, Part 570](#), of the Code of Federal Regulations.

Affordable Housing Development and Preservation Fund (AHDPF) through the City of Detroit

The City of Detroit dedicates annually at least 20% of net receipts of all city-owned commercial property sales to the Affordable Housing Development and Preservation Fund. The funds are to be used to create and preserve affordable homes for households with incomes up to 50%, with a directive that not less than 70% of the funding serve households at or below 30% AMI. Although limited, these funds may be used as a supplement or substitute for HOME or CDBG funds.

HOME-American Rescue Plan Program (HOME-ARP) through HUD

Permanent Supportive Housing projects funded through this NOFA may receive HOME-ARP funds. The purpose of the HOME-ARP funds is to address the need for homelessness assistance and supportive services. HOME-ARP funds awarded through this NOFA must be used for the development and support of affordable housing that primarily benefits qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations. Currently Detroit prioritizes permanent supportive housing for those experiencing chronic homelessness. As such, applicants should expect that if awarded, all units must be filled with this population.

American Rescue Plan Act of 2021 (ARPA) through the U.S. Treasury Department

Subject to all City approvals, the City of Detroit may utilize ARPA funds to reimburse applicants for reasonable and necessary project costs. Although limited, these funds may be used at the discretion of the city as a supplement or substitute for HOME or CDBG funds in affordable housing projects that meet the ARPA program requirements.

PROGRAM GOALS AND GUIDELINES

General Program Goals

The Housing Rehabilitation and Development Program aims to strengthen public-private partnerships in order to achieve the following goals:

- Produce mixed-use, mixed-income multifamily housing developments in the city's neighborhoods through both new construction and adaptive reuse or rehabilitation of existing structures.
- Preserve affordability in both rent restricted and naturally occurring affordable multifamily housing stock.
- Develop supportive housing for homeless individuals and families.
- Prevent homelessness through non-profit initiatives.
- Prepare for, prevent, and respond to coronavirus.
- Provide opportunities for and support development to first-time, small-scale, community-based organizations/entities.

Funds awarded through this NOFA can only be used for the development of housing that includes units for extremely low-income, very low-income, low-income, and moderate-income households. All new production projects (new construction, adaptive reuse, vacant building rehabilitation) must be located in the target areas identified in the [2019 Targeted Multifamily Housing Area](#) (Multifamily Target Areas) unless a waiver is granted at the sole discretion of the City. In contrast, preservation projects can be located throughout the city of Detroit. City funds are only available to be used as part of the permanent financing sources of a development. Support for pre-development soft costs are available through the Pre-development Loan Program.

Development Priorities

City funds are a limited resource, and the City seeks to maximize the leveraging of non-City funds in each project to fund the maximum number of eligible projects within this NOFA round. Therefore, a strong preference will be given to projects that demonstrate appropriate total development costs with strong financial commitments from other sources and a minimal need for gap financing.

As demonstrated through the NOFA's application scoring process, the City will prioritize the following types of projects to ensure the City reaches the goals outlined above:

- Mixed Income Projects that contain market rate housing units for households with incomes above 80% of AMI.
- Mixed Use Projects that include mixed uses such as office and retail below residential units.
- Preservation Projects that extend expiring affordability requirements for existing occupied affordable housing development projects.
- Historic Preservation of buildings that are either listed in or eligible to be listed in the National Register of Historic Places individually or as part of a historic district. This can also include buildings that are designated by the City as a Local Historic District.
- Permanent Supportive Housing for those that experience [chronic homelessness as defined by HUD](#). This type of housing should include well-managed supportive services and reduce tenant screening criteria to the HUD minimum.

- Projects of all types that support neighborhood transformation through program, site, and design elements, and incorporate smart growth principals.

Community Housing Development Organization (CHDO) Certification

The City will give special consideration for projects sponsored by a Community Housing Development Organization (CHDO). An organization that has not been certified and seeks funding from this set-aside must submit an application for CHDO certification along with the response to this NOFA. Applicants may find the requirements for the CHDO certification [HERE](#). Additional information on the CHDO process can be found in Appendix A.

Community-Based Development Organization (CBDO) Certification

A Community-Based Development Organization (CBDO) must meet certain requirements pertaining to their legal status, organizational structure, geographic area of work, and mission. For regulatory information on Community Based Development Organizations, see 24 CFR 570.204. A CBDO may use CDBG funds to pay for eligible new construction costs associated with a project.

Emerging LIHTC Developer Initiative

The City may award additional points in the “Development Team Experience and Capacity” category for projects that have established and promote a positive partnership between Experienced Developers and an Emerging LIHTC Developer. An Emerging LIHTC Developer is defined as:

- An organization with previous real estate and LIHTC Development experience; having received and/or developed no more than three (3) LIHTC projects as either General Partner or a Managing Member.
- An organization that is not related to nor has a connection with any development entity that can qualify for “Development Team Experience and Capacity points”.
- An organization having insufficient financial capacity to support the development of a project independently contingent upon the City’s assessment of Financial Statements provided as a requirement of applying to this NOFA .

All applicants must provide an Emerging LIHTC Developer Narrative as instructed in this NOFA to be considered for qualifying points; inclusive of but not limited to:

- Providing a summary of the Emerging LIHTC Developer’s participation/role in the development process of the submitted project.
- Providing an overview detailing the Emerging Developer’s future plans for developing affordable housing in the City of Detroit. This should be inclusive of past, current, and future goals.
- An overview of the Developer’s organization structure identifying the Emerging Developer with no less than 25% interest in the General Partnership or as a Managing Member of the partnership (earning a percentage of the paid and deferred developer fee at least equal to their percentage of the ownership).

PRE-DEVELOPMENT LOAN PROGRAM DETAILS AND REQUIREMENTS

Background

The objective of the pre-development program is to support developers with pre-development costs and technical assistance for affordable multifamily and mixed-use projects. The goal of this program is to support Community Housing Development Organizations (CHDO), Community-Based Development Organizations (CBDO), For-Profit/Start-up developers, Nonprofit developers and emerging Detroit-based developers that typically have less access to capital, so they can be better prepared to apply to future rounds of the HRD Notice of Funding Availability (NOFA) for HOME/CDBG funding sources.

This program is designed to provide financial and technical assistance for common pre-development activities. Eligible activities include environmental and other studies, resource identification and the development of plans and strategies, legal consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact such as environmental testing and cleanup, professional services (ex. architecture, engineering, legal), technical assistance. Please note that eligible activities are subject to CDBG national objective and eligible activity qualifications.

Emerging developers in Detroit face challenges with identifying funding for pre-development activities. Therefore, special consideration will be given to Detroit based developers.

Minimum Qualifications

Applicants will be required to demonstrate that they possess the capacity to complete the specific project as proposed, and must break ground within two (2) years of closing on the pre-development financing. Capacity may be demonstrated by evidence of prior work of similar scale and complexity being successfully completed; participation in capacity building program deemed acceptable to HRD; and/or through a member who possess the required capacity.

The proposals will also be reviewed for feasibility. Close attention will be paid to the requirements of any and all proposed financing sources and subsidies, and compared to the proposed programming and uses.

Special consideration will be made for Detroit based developers.

Financing Terms And Conditions Of Assistance

Assistance under this program is structured as a loan with a two-year term, 0% interest, and payments deferred until maturity. A covenant running with the land will be recorded restricting the use of the property as described below. Upon closing on construction financing, the loan may be repaid or converted into permanent financing. A minimum of 15% of residential units shall be rent and income restricted to tenants at or below 60% AMI, and additionally 5% of residential units shall be restricted at 50% AMI. Additionally, 51% of the units have to be affordable at 80% AMI or lower.

Note, for for-profit developers, failure to close on the proposed project could be a taxable event, consult your tax professionals and legal team for additional details

Maximum Loan Amount: \$250,000

Project must be located within the boundaries of the [2019 Targeted Multifamily Housing Area](#) (Multifamily Target Areas).

Applicant Responsibilities

Applicants to this Notice of Funding Availability are responsible for all aspects of project management and development activities necessary to complete the rehabilitation or construction of an affordable or mixed-income housing development including, but not limited to:

- Identify an appropriate site for development;
- Develop a proposal for affordable or mixed-income housing, and work with a general contractor to develop a scope of work and budget;
- Create a development pro-forma including a 15-year cash flow, using market data to justify rents, expenses, and financing terms;
- Obtain all necessary entitlements, and permits;
- Finalize plans and specifications;
- Obtain all necessary financial commitments;
- Completion of rehabilitation and/or construction within an agreed upon timeline and within the defined budget;
- Successful lease up, and property management of the building post rehab.

Pre-Development

Upon award, the applicant will enter into a Development and Loan Agreement that will outline the terms of the award, and establish milestones that must be met to remain in compliance, such as:

- Obtain financial commitments for all debt, equity, and required subsidies within 12 months of award;
- Close on Construction Financing within 24 months;
- Complete Construction and lease up units to qualified tenants within 48 months.

Details of these requirements are outlined in **Attachments 1-3 and 5** in the application of this NOFA.

AFFORDABLE HOUSING DEVELOPMENT PROGRAM DETAILS AND REQUIREMENTS

Funding Limits and Restrictions

Effective at the release of this NOFA, the following restrictions will be placed on funding allocations for the Affordable Housing Development Program:

- Maximum award per PSH project: maximum award based upon maximum subsidy limit per unit of PSH
- Maximum award per non-PSH project: \$1,000,000 for 9% LIHTC; \$3,000,000 for all others*
- Maximum award per developer, per round: \$3,000,000*
- Maximum outstanding awards per developer: Applicants are eligible to apply to this NOFA round regardless of the number of outstanding awards they may have from previous NOFA rounds provided all of the projects are considered to be on schedule at the sole discretion of HRD.

For projects involving multiple phases or building units involving different financing structures, the maximum award amount cannot exceed \$3,000,000 in the aggregate, and any phase or unit financed in part with 9% LIHTC cannot exceed \$1,000,000.

The maximum amount of City subsidy per eligible rental unit cannot exceed the Section 234-Condominium Housing basic mortgage limits as determined by the local HUD Field office. The award will be based on the project's documented need for financing.

Total City funding in any one project shall not exceed per unit maximums, and will be limited by the total amount of funding available. The City encourages applicant Developers to seek additional funds from other State, Federal, and private sources. Whichever funding source—HOME or an alternate funding source—has the more stringent requirements, those must be met.

For the per developer limitations indicated above, projects with co-developers will count against the per-Developer limit based upon the percentage of interest in the cash-paid (non-deferred) portion of the developer fee. For example, if co-developers retain a fifty percent (50%) interest each in the cash-paid (non-deferred) portion of the developer fee, fifty percent (50%) of the project will be counted against each of the developer's per-Developer limits. Parties that have an identity of interest may be treated as a single developer for purposes of the limitations at the sole discretion of HRD.

*Due to rising construction costs, HRD will consider on a case-by-case basis, requests above the \$1,000,000 limit for 9% LIHTC projects and a maximum award above \$3,000,000 per developer, per round if the applicant can demonstrate an increase in score through MSHDA's QAP as a direct result.

Projects that commit to an inclusive tenant selection plan and on-site tenant services that meet the MSHDA QAP scoring criteria may request additional funding equal to the amount identified in the project proforma for a tenant services reserve in an amount not to exceed \$500,000.

Eligible Costs and Activities

Funds are available for the Developer's project-related hard costs and soft costs. All costs must be related to the production of eligible housing units and may include the following:

- Acquisition costs – Acquisition of properties in need of rehabilitation and vacant land for new construction are eligible subject to the property meeting HOME requirements. HOME funds from this NOFA may not be used to purchase properties from the City of Detroit. Acquisition costs are subject to a [Uniform Relocation Act \(URA\)](#) compliant appraisal and related costs must be reasonable and necessary. If requesting funds for acquisition, the Developer must provide documentation evidencing through appraisals or other market studies that the acquisition price was reasonable.
- Construction/Rehabilitation costs – Reasonable and necessary new construction or rehabilitation costs are eligible under this NOFA.
- Demolition – Demolition of an existing structure may be funded only if construction will take place on the project within (6) months. An extension may be granted at the sole discretion of the City.
- Developer fees – The City prefers not to fund developer fees with City dollars, but will consider it on a case by case basis.
- City legal fees – The City requires Developers of City assisted projects to pay the City's legal fees, which are currently estimated at \$40,000 per project. More complex projects may incur additional fees. The legal fees are an eligible cost that can be paid out of the City award.
- Initial operating deficit reserves – In order to facilitate project viability, funds may be used to cover the cost of funding an initial operating deficit reserve, which is a reserve to meet any shortfall in project income during the period of project rent-up. This reserve is limited to the reasonably projected deficits for a period not to exceed the first 18 months of project operations after completion. The Developer is required to provide an estimate of initial operating deficits in the development income operating pro forma as part of the application submission for to this NOFA. City staff shall review and approve (and, if appropriate, reduce) the proposed reserve amount.
- Additional soft costs – Reasonable and necessary soft costs are eligible for reimbursement. Please note that funding for soft costs is only eligible in collaboration with an eligible hard cost, and must be approved by the City. Examples of eligible soft costs could include financing fees, title commitments and insurance, surety fees, title and recording fees, legal and accounting fees including cost certification, environmental reviews, appraisals, and architectural and engineering fees.
- Down payment and closing costs assistance - For homebuyer-assisted units.

Ineligible Activities and Costs

In accordance with [24 CFR Part 92.214](#) of the HOME regulations, applicable Office of Management and Budget (OMB) Circulars at [2 CFR Part 200](#), and the City's own local requirements, the following activities and costs are prohibited under this NOFA:

- General planning
- Relocation costs (unless specifically approved by the City)
- Refinancing of pre-existing debt on property

- The payment of delinquent property taxes or utilities
- Purchase of equipment, furniture, and fixtures
- Entertainment costs
- Other ineligible costs per the OMB Cost Principles ([2 CFR Part 200](#)) are specified in the Development and Loan Agreement
- City funding may not be used as a permanent mortgage on a property for homebuyer projects
- Lead-based paint inspection (Unless the City's award letter explicitly states that the City will reimburse Lead-based paint inspections, the Developer will be responsible for these costs and they will not be eligible for City funding).

Financing Terms

City funding may be offered in the form of project financing loans to successful applicants of this NOFA. A mortgage agreement shall be signed at closing and a lien shall remain on the property for the full term of the Affordability Period. As detailed in the development and loan agreement, the Affordability Period will not terminate upon the repayment of the funds or transfer of the property during the Affordability Period. Prior to execution of the Development and Loan agreements the City of Detroit shall conduct a subsidy layering analysis to ensure that it will not invest any more City funds, alone or in combination with other governmental assistance, than is necessary to provide affordable housing.

Rental Project Loans will have a fixed interest rate of 1%, or higher if required by first position lender. Based on a review of the rental pro forma and the needs of the project, financing terms will be determined on a project-by-project basis, but will generally be structured as a cash-flow contingent loan of up to 50% of net cash flow with a 30-50 year term. The minimum annual repayment is \$2,500.

Loans that mature at the end of the Affordability Period, or a longer period specified by other project lenders, may be required to pay a balloon payment. The Affordability Restriction Agreement (Restriction Agreement) shall be a restrictive covenant against the property and the affordability obligations shall pass to subsequent owners during the affordability period (running with the land). The affordability period in the Restriction Agreement shall survive foreclosure and the compliance obligation will be binding on the foreclosing lender.

REQUIREMENTS TO RECEIVE FUNDING THROUGH THIS NOFA

Household Income and Rent Restrictions

The acquisition and improvement of property for affordable rental units assisted with HOME funds must be rented to households who are at or below sixty percent (60%) of the Area Median Income (AMI). At least 20% of those HOME-assisted units must be rented to households at or below fifty percent (50%) of the AMI.

Please see Appendix B for more information on rental and utility restrictions.

Applicants must also comply with the City of Detroit's [Inclusionary Housing Ordinance](#) (Section 1. Chapter 14 of the 1984 Detroit City Code, 14-12-1 through 14-12-16). Applicants requesting over \$500,000 of NOFA Funds for *rental projects only*, where the project includes 20 or more units, must comply with the City of Detroit's Inclusionary Housing Ordinance. The Inclusionary Housing Ordinance requires that projects with City funds over \$500,000 and 20 units or more provide at least 15% of its total dwelling units for lease to households earning up to 60% AMI. Additionally, at least 5% of the total dwelling units are required to be leased to households earning up to 50% AMI.

Income limits and maximum rents are further charted in **Appendix B**. Due to the regulations outlined in the [Inclusionary Housing Ordinance](#) (Section 1. Chapter 14 of the 1984 Detroit City Code, 14-12-1 through 14-12-16), **these restrictions will be imposed for a 30 year period of time following the project construction completion**. Affordability requirements apply regardless of the term of any loan or mortgage or the transfer of ownership. They will be imposed by the Restriction Agreement that runs with the land.

*Please note, the Developer will be required to follow whichever regulation is more restrictive between HUD regulations, the Affordable Housing Development and Preservation Fund, and the Inclusionary Housing Ordinance.

Environmental Review Requirements

All projects which receive funding through this NOFA are subject to the HUD environmental review requirements and all properties acquired with HOME funds must be environmentally cleared by the City prior to acquisition. The HUD environmental review requirements are found in [24 CFR 58](#). The project must satisfy the HUD environmental review requirements before the City may commit funds to the project. The City shall interpret "commit" as execution of the development and the loan agreements for the project. Upon application for assistance through this NOFA, the Developer and all project participants (i.e. public or private non-profit or for-profit entities, or any of their contractors) agree to the following stipulations: (1) that the provision of any funds to a project is subject to the findings of the environmental review, and (2) **that neither the Developer nor any project participant shall undertake any "choice limiting actions" until the environmental review process is complete, all parties have executed the development and loan agreements for the project, and the City has issued a notice to proceed. Neither the Developer nor any project participant may undertake any "choice**

limiting action" between the date of application and the date of the notice to proceed from the City. Please see Appendix C: Environmental Review for a full description and additional HOME requirements.

Any purchase/option agreements executed prior to the submission of an Application to this NOFA that are used to demonstrate site control must include the following **HUD NEPA Rewind Language**:

Notwithstanding any other provision of this Contract, Purchaser shall have no obligation to purchase the Property, and no transfer of title to the Purchase may occur, unless and until the City of Detroit has provided Purchaser and/or Seller with a written notification that: (1) it has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other Contingencies in this Contract, (a) the purchase may proceed, or (b) the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property; or (2) it has determined that the purchase is exempt from federal environmental review and a request for release of funds is not required. The City of Detroit shall use its best efforts to conclude the environmental review of the property expeditiously.

If a rehabilitated unit in this program was originally placed into service prior to January 1, 1978, rehabilitation must also comply with HUD lead-based paint rules ([24 CFR Part 35 and 24 CFR Section 570.608](#)). A lead-based paint inspection and lead-based paint risk assessment for lead-based paint hazards shall be conducted, and rehabilitation work must be done by contractors meeting the requirements of the HUD lead-based paint rule and the EPA Renovation, Repair, and Painting rule.

Note that this is an eligible expense for the Pre-development loan program.

Davis Bacon and Related Acts (DBRA) Requirements

Federal labor laws will be applicable to projects that have/are: (a) awarded CDBG funds to build or rehab eight (8) or more units; (b) consists of twelve (12) or more HOME-assisted units; or (c) include nine (9) or more federal project based vouchers. Applicable labor laws include the Davis-Bacon Act (DBA), the Contract Work Hours and Safety Standards Act (CWHSA), and the Copeland Anti-Kickback Act.

Construction will be subject to all federal and local prevailing wages and record-keeping requirements. The DOL “residential” wage decision will be applicable to residential properties that contain four (4) or less floors of living space. The DOL “building” wage determination will be applicable to residential properties with more than four (4) floors of living space. Additional information regarding factors of applicability and contractor’s monitoring requirements can be found [HERE](#) and [HERE](#).

Section 3 Requirements

In order to meet the Section 3 requirements, the applicant agrees to comply with HUD’s regulation, 24 CFR Part 75 and Housing and Revitalization Department (HRD) Section 3 policy

and guidelines. The applicant must submit the following documents in its entirety and sign (1) “Intent to Comply” and (2) “Section 3 Plan – Developer and General Contractor” (see **Appendix K** for links to aforementioned documents).

If the applicant has Section 3 experience, submit UPDATED/NEW document(s) and information (no older than 2019), a detailed explanation of *past verifiable strategies* used for hiring and training low- and very low-income individuals and contracting with Section 3 businesses and if the strategies were successful or not.

Please see **Appendix D: Section 3 Information** for more information and the link to the above two documents.

Construction and Rehabilitation Requirements

In all work under this NOFA, Developers must adhere to all applicable state and local laws, building codes, zoning, and other requirements relating to construction, rehabilitation, and housing safety, quality, and habitability. Developers must meet the Housing & Revitalization Department’s Contractor’s Performance Standards November 2017 (“HRD Performance Standards”). Rehabilitation and new construction supported with City funds are required to conform to [24 CFR 92.251](#) of the HOME regulations, as applicable. Projects will also be subject to accessibility requirements under Section 504 of the Rehabilitation Act of 1973 (“Section 504”). Information on Section 504 can be found [HERE](#) and [HERE](#). New construction projects receiving funding from this NOFA must have 10% of the units meet the accessibility requirements under Section 504 and an additional 2% of the units, or at least one unit, whichever is greater, must be accessible for persons with hearing or visual disabilities. Rehabilitation projects receiving funding from this NOFA must have 5% of the units meet accessibility requirements under Section 504 and an additional 2% of the units, or at least one unit, whichever is greater, must be accessible for persons with hearing or visual disabilities. New construction projects that have 15% and rehabilitation projects that have 10% of the units meet the accessibility requirements under Section 504 will be eligible to receive 2 additional points in the NOFA scoring process. The unit type mix of the accessible units must be representative of the overall project unit type mix.

Energy Standard Requirements

HUD’s energy codes can be found [HERE](#). All new or substantial rehabilitation in buildings above 4 stories receiving City funding must be designed to meet American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE) Standard 90.1-2019, plus 20 percent. As developers are also encouraged to use City funds to incorporate modern, green building, and energy-efficiency elements, points will be awarded for projects that meet the standards outlined in the ENERGY STAR Version 3 for new construction. Construction plans must detail governing design standard and certifications requirements.

Tenant Retention Requirements and Relocation Restrictions

All City-assisted homes and properties acquired or rehabilitated through this NOFA are subject to the [Uniform Relocation Act \(URA\)](#). A copy of the required General Information Notice (GIN) that was issued to the residents of an occupied property at the time the NOFA Application was

submitted must be provided with the application For any occupied property, the City must approve a Tenant Retention Plan (TRP) prior to award and commitment of funding for the project that demonstrates how the project will prevent displacement of existing residents, including the plan for any temporary relocation. This plan must comply with the City's Tenant Retention Standards, found in **Appendix J**, and the Residential Anti-Displacement and Relocation Assistance Plan (RARAP) (link can be found in **Appendix K**). A link to the sample Tenant Retention Plan (TRP) can be found in **Appendix K**. Tenants of occupied properties receiving City funds through this NOFA cannot be required to permanently relocate. Developers seeking funds for occupied properties are encouraged to meet with the City's Preservation Team as soon as possible when planning an application, and to provide a draft TRP with initial submission of an application for City funds to ensure that relocation rules are followed. The TRP is required at the commitment stage.

Project/Construction Cost Requirements

This requirement does not apply to the Pre-development Loan Program. At the time of application to the Affordable Housing Development Program, the Developer must submit a trade payment breakdown for the project from the general contractor. The application must also state whether the Developer has solicited or received any proposals (bids) from general contractors. The following contingency standards will need to be included in the hard cost projections: Five percent (5%) contingency for new construction projects; Twelve and a half percent (12.5%) contingency for rehabilitation projects; and Fifteen percent (15%) contingency for historic rehabilitation projects. The contractor's fee will be governed by the following maximum ratios: Contractor profit-6%, Overhead -2%, and General Conditions -6%. The City of Detroit may consider higher percentages for these fees if MSHDA or another funder approves higher percentages.

Pre-Closing Construction Requirements

This requirement does not apply to the Pre-development Loan Program. Before a project can start the closing process for funds awarded through the Affordable Housing Development Program, the Developer must provide a third-party cost estimate of the construction budget. As a condition of closing, the Developer must also attest and certify that no member or contracting entity or affiliate of the development team is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any entity from a federally funded transaction. Any contractor that remains on a debarred or suspended condition shall be prohibited from participation in the City's program as long as the contractor is classified in this manner. The Developer must register on the HUD SAMs website to allow for confirmation that neither the developer, selected contractor nor any subcontractors are on the Federal or other debarred lists. The contractor completing the rehabilitation/new construction work will also be required to secure a 100% Payment and Performance Bond on a rehabilitation/new construction project with an estimated rehabilitation/new construction cost of \$100,000 or more in the aggregate. The surety (the provider of the bond) must be authorized to do business in the State of Michigan.

Acquisition and Construction Schedule

This requirement does not apply to the Pre-development Loan Program. Developers that receive Affordable Housing Development Program funds must take title of 100% of the

properties at the closing of the funds if the designated use of the funds is for the property acquisition. If other financing sources are used for acquisition, the assisted project may be closed “in escrow”. Construction is expected to begin within (6) months after the City’s issuance of a commitment letter. The City must approve a project completion schedule that includes all milestones associated with the acquisition, major elements of the development implementation process, schedule of project construction completion by trades, and sale or lease-up of the units prior to loan closing. Due to strict Federal deadlines, projects that do not reach milestones in a timely manner may be subject to rescission of City funding. Construction must not have started prior to the approval of funding and the receipt of environmental review and clearance from HUD.

Cost Certification Requirements

A Certification Report must be prepared by the Developer at the time of project completion and must list and certify all actual sources of funds that were used for the project. Additionally, the City reserves the right to require a Cost Certification report prepared by an independent public accountant, or to request a copy of reports required by other project funders.

Marketing Requirements

The City of Detroit’s Central Affordable Housing Portal (“AH Portal”) is a web-based tool that tracks and promotes available affordable housing units in Detroit. Developers benefit from the AH portal by gaining free marketing of their properties and any available affordable units, and prospective tenants benefit from the AH portal by having one source to search and review information on affordable places to live. As a condition to receiving funds from the City of Detroit, applicant must agree to provide City staff with current property listing information to include in the AH Portal (“Property Listing”), including property amenities, rent, and income eligibility information, property contact information, application information, and available affordable units. Further, applicant must agree to keep their Property Listing current by updating any changes in contact information and affordable units available for lease. As Applicants have immediate vacancies and/or have exhausted their tenant waitlists, Applicant must agree to periodically update their Property listing to market such vacancies. To use the AH Portal, City staff will provide developer and their property managers credentialed logins to post their property listings.

Acceptance of Housing Choice Vouchers

As a condition to receiving funds from the City of Detroit, the Developer must agree to accept prospective residents with Housing Choice Vouchers who would otherwise qualify for the Development, and will allow prospective residents to use a Housing Choice Voucher unless Project Based Rental Assistance is in place for the unit. The Developer understands a higher rent cannot be charged for units with Housing Choice Vouchers. Restricted AMI rents will apply to all affordable units.

Tenant Selection

Projects that commit to an inclusive tenant selection plan and on-site tenant services that meet the MSHDA QAP scoring criteria may request additional funding equal to the amount identified in the project proforma for a tenant services reserve in an amount not to exceed \$500,000.

Build America, Buy America (BABA) Act

As a condition to receiving funds from the City of Detroit, the Development Team – a “Non-Federal Entity” - hereby certifies that they will comply with the following BABA and the Buy American Preference (BAP) requirements unless they have obtained a waiver:

- The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee’s infrastructure project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates are subject to BABA requirements, unless excepted by a waiver.

When applicable, the BAP requires that all iron, steel, manufactured products ,and construction materials used in covered infrastructure projects be produced in the United States. Developers subject to the BAP must document compliance or the specifically applicable waiver of the BAP with:

- A copy of the applicable waiver(s),
- Certification(s) from the producer/manufacturer of Covered Materials,
- Certification(s) from the Contractor or entity performing the Covered Activities,
- Self-Certification(s) as to compliance, or
- A combination of one (1) or more of the aforementioned.

Future implementation of BABA will have additional forthcoming requirements – information on BABA can be found [HERE](#).

Site and Neighborhood Standards

As a condition to receiving funds from the City of Detroit, the Development Team must adhere to the following Site and Neighborhood Standards for HOME rental projects:

- Be adequate to accommodate the number and type of units proposed;
- Have sufficient utilities and streets to service the site;
- Be in full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, E.O. 11063;
- Promote greater choice of housing opportunities.

Additional new construction projects must:

- Avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Be accessible to social, recreational, educational, commercial, and health facilities and services;
- Be accessible to municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents;
- Be so located to places of employment providing a range of jobs for lower income workers;

- The neighborhood must not be one which is seriously detrimental to family life or other undesirable conditions predominate unless there is actively in progress a concerted program to remedy the undesirable conditions;
- The site must not be located in an area of minority concentration, except as permitted below:
 - Sufficient, comparable opportunities exist for housing for minority families, in the income range to be served by the proposed project, outside areas of minority concentration; or
 - The project is necessary to meet overriding housing needs that cannot be met in that housing market area.

This requirement can be referenced in the Underwriting & Commitment of HOME Funds section: Site Selection: for new construction, an analysis of site selection and neighborhood standards review in accordance with 24 CFR 983.57(e)(2) and (3), as required per 24 CFR 92.2, 24 CFR 92.202(b) and 24 CFR 92.508.

APPLICATION, HRD REVIEW, AND AWARD PROCESS

APPLICATION PROCESS

Pre-Application Project Review Meeting

For any project that is applying to this NOFA, the Developer must request a Pre-Application Project Review Meeting with the Housing Underwriting Multifamily team between September 25 – October 13, 2023 on a first come, first served basis. **To schedule, please submit the Pre-Application Project Review Meeting Form immediately, but no later than October 6, 2023.** **Denise Jackson**, Administrative Assistant, will provide a calendar invite confirming the meeting date and time. The following items must be included when the meeting request is submitted using the [Smartsheet Form](#) or a meeting will not be scheduled:

- Draft Executive Summary
- Draft Proforma in Excel Format ([HRD Template](#) or [MSHDA Template](#))
- LIHTC Self-Score (9% LIHTC Only)
- Draft Neighborhood Investment Criteria List/Map (9% LIHTC Only) – Please note that HRD is not responsible for creating this list, nor does the department have the capacity to do so. If the project team has questions or needs guidance, HRD can review the drafted list and suggest additional criteria.

File names of the documents must include the project name and document type.

Program Compliance Information Meeting

A Program Compliance Information Meeting to review compliance requirements of the HOME, CDBG, and other funding sources awarded through the NOFA and to explain the application submission process will be held **VIA TEAMS ON October 9, 2023 AT 10:00 am**. This meeting will provide an overview of Davis-Bacon and Related Acts prevailing wage requirements, HUD Section 3 requirements, environmental compliance requirements, the City construction draw process, tenant relocation requirements, the application submission process, the preliminary plan review process, and continuing compliance requirements. Members of the development teams that will be applying for funding through this NOFA must register to attend the meeting using the link below. **POINTS ARE AWARDED IN THE NOFA SCORING PROCESS FOR ATTENDING THE MEETING.**

[PLEASE REGISTER HERE.](#)

Application Submission

All applications must be completed and submitted per the instructions included in this NOFA and the NOFA Application, Instructions, and Required Forms section that begins on page 52 of this NOFA. The application must contain all applicable required documents. All questions regarding the NOFA must be emailed to HRDNOFA@detroitmi.gov. The City expects to receive more proposals than can be funded with its limited funding allocations and reserves the right to reject any and all submissions. The City also reserves the right to request additional information or documentation at any stage during the application review process, to request

that changes be made to a proposal, to fund portions of any given proposal, and/or to choose not to fund any or all proposals. Additionally, the City reserves the right to change the funding amount of a given proposal prior to closing, at its sole discretion. Applicant Developers will be expected to respond and comply with any additional requests in a timely manner. Failure to provide requested information on a timely basis will result in a proposal being deemed non-responsive and ineligible for further consideration.

HRD will accept completed electronically submitted applications via DocuSign in compliance with the NOFA. In addition to the primary application form, all applicable checklist Items in **Attachments 1-12** must be included at the time the application is submitted. **Attachment 13** is to be submitted when a project has received a Letter of Interest from the City of Detroit through a subsequent submission process. The DocuSign application can be found [HERE](#); by using the links provided on the HRD website at:

<https://detroitmi.gov/departments/housing-and-revitalization-department>; OR by using the link provided in **Appendix K**.

For the Pre-Development Loan Program, the application form and **Attachments 1-3 and 6** are applicable and must be submitted by 11:59 pm on October 16, 2023. Note that the Commitment Level Checklist is not required for the Pre-Development Loan Program.

For the Affordable Housing Program - Multi-Family, the application form and **Attachments 1-3, 5, and 7-12** are applicable and must be submitted by 11:59 pm on October 16, 2023.

For the Affordable Housing Program - Permanent Supportive Housing Projects, the application form and **Attachments 1-5, and 7-12** are applicable and must be submitted by 11:59 pm on October 16, 2023.

Completing Attachment 4 and 6 - 12 Checklists

Developers must check the box for each item on the checklist that is applicable to the project and attach a comprehensive document that provides the information indicated in the item description on the checklist. **Failing to check a box for an item that applies to the project may result in the application not passing the threshold review and not receiving a Letter of Interest from the City.**

File Name Format Requirements

The following naming system must be used for files attached to the checklists:

Attachment #_Item_Project Name_2023 (**Example:** 5_A_Orange Grove Heights _2023)

Project Name should NOT exceed 20 Characters (Including Spaces)

File Size Limitations

Each individual document uploaded is not to exceed 25 MB; with the ability to upload multiple files at a time per attachment. For documents that exceed 25 MB and/or are non-PDF files (i.e.

Excel, Word, etc.), please use the [File Upload](#) link (also listed in **Appendix K**) to upload using the same File Name Format required.

PRE-DEVELOPMENT LOAN PROGRAM APPLICATION REVIEW AND AWARD PROCESS

Application Review

An application review will be conducted to ensure that every item required per the NOFA Application, Instructions, and Required Forms section that begins on page 52 of this NOFA is both included and of quality.

Please note that the application form and only **Attachments 1 – 3 and 5** of the application apply to the Pre-Development Loan Program and they are due at the time of the application submission.

HRD staff will prepare and present a project summary to the HRD Award Committee. The HRD Award Committee determines if the project application meets the pre-development loan requirements.

Scoring Review and Closing

Pre-development projects are evaluated by HRD staff using a standardized scoring process. The HRD staff may contact the project team to clarify items included in the application or request additional or updated information. Failure by the project team to respond timely or to not provide requested items may result in the application not receiving points for the scoring criteria item. Please see **Appendix I: Pre-Development Program Application Scoring Criteria** for a full description of the point system and items evaluated during the scoring process.

After completing the scoring process, HRD staff present a project summary and scoring report to the HRD Award Committee. The HRD Award Committee verifies the accuracy of the scoring and determines the final score for each project

Upon the determination of the final score for each project by the Award Committee, the projects will be ranked by category and the highest ranking projects up to the amount of available funds in each category will be issued a Conditional Compliance Award Letter from the City. The Conditional Compliance Award Letter includes:

- the amount of the conditional award and the conditions that must be satisfied for the project to receive the award,
- the source of the funds being conditionally awarded to the project and what type of costs may be paid from the award,
- the responsibility of the development team to provide items to underwrite the loan,
- the date the award will expire,
- and the requirement to receive final Award Committee and City Council approval prior to proceeding to a closing of the financing for the project.

Conditional Compliance Awards are made on an “up to” basis. As developments progress through the underwriting process, and budgets become clearer, HRD may find that a lesser award is warranted. If additional funds are requested from the City, the request will be considered on a competitive basis. Finalized expiration dates on Conditional Compliance Awards will be firm. The City has far more applications for funding than it has resources available, so any project that is unable to move forward in a timely manner will be subject to

award expiration. Such projects will be allowed to reapply, but will have to compete for the award again.

In the City's sole discretion, if a project changes substantially from its application package or is unresponsive to requests for additional information, the Conditional Compliance Award will be revoked.

HRD will work with the development team to underwrite the loan, obtain final approval by City Council and HRD's Award Committee. Following final approval and a finalized award amount, the Closing Phase will begin.

AFFORDABLE HOUSING DEVELOPMENT PROGRAM APPLICATION REVIEW, SCORING , AND AWARD PROCESS

Threshold Review

A threshold review will be conducted on applications received to ensure that every item required per the NOFA Application, Instructions, and Required Forms section that begins on page 52 of this NOFA is both included and of quality. Please note that the application form and only **the Attachments 1 – 3, 5, and 7-12** are due at the time of the Affordable Housing Development Program application submission. For Permanent Supportive Housing (PSH) projects, only **Attachments 1-5 and 7-12** are due at the time of the Affordable Housing Development Program application submission. **Attachment 13** – Affordable Housing Program Commitment Level Checklist - is required **to be submitted by December 8, 2023 at 11:59 pm** for applications that pass the threshold review and receive a Letter of Interest from the City. HRD staff will prepare and present a project summary and threshold review report to the HRD Award Committee. The HRD Award Committee determines if the project application meets the threshold requirements. Applications that do not pass the threshold review will not continue on to the scoring review phase.

Letter of Interest

A Letter of Interest from the City will be issued for all projects that pass threshold review, align with City goals, and are financially viable with the inclusion of financial support from the City. The Letter of Interest will state the City's intent to further evaluate the project, but does not constitute a conditional award. Projects that receive a Letter of Interest will proceed to the scoring and commitment phase of the NOFA process and are required to submit the **Attachment 13** – Affordable Housing Program Commitment Level Checklist - items on or before December 8, 2023.

Scoring Review

Projects that receive a Letter of Interest will be thoroughly evaluated by HRD staff using a standardized scoring process. The HRD staff may contact the project team to clarify items included in the application or request additional or updated information. Failure by the project team to respond timely or to not provide requested items may result in the application not receiving points for the scoring criteria item. Please see **Appendix G: Affordable Housing Program Application Scoring Criteria** for a full description of the point system and items evaluated during the scoring process.

After completing the scoring process, HRD staff present a project summary and scoring report to the HRD Award Committee. The HRD Award Committee verifies the accuracy of the scoring and determines the final score for each project.

Ranking of the Projects and Issuance of Conditional Award Letters

Upon the determination of the final score for each project by the Award Committee, the projects will be ranked by category and the highest ranking projects up to the amount of available funds in each category will be issued a Conditional Award Letter from the City. The Conditional Award Letter includes:

- the amount of the conditional award and the conditions that must be satisfied for the project to receive the award,
- the source of the funds being conditionally awarded to the project and what type of costs may be paid from the award,
- the responsibility of the development team to provide items to underwrite the loan,
- the date the award will expire,
- and the requirement to receive final Award Committee and City Council approval prior to proceeding to a closing of the financing for the project.

Conditional Awards are made on an “up to” basis. As developments progress through the underwriting process, and budgets become clearer, HRD may find that a lesser award is warranted. If additional funds are requested from the City, the request will be considered on a competitive basis. Finalized expiration dates on conditional awards will be firm. The City has far more applications for funding than it has resources available, so any project that is unable to move forward in a timely manner will be subject to award expiration. Such projects will be allowed to reapply, but will have to compete for the award again.

In the City’s sole discretion, if a project changes substantially from its application package or is unresponsive to requests for additional information, the Conditional Award will be revoked. Substantial changes could include, but are not limited to, the following: changes to the site plan, number of units, and/or types of financing as well as changes to the request for assistance greater than 10% of the award amount. These changes do not reflect a complete list, and the City reserves the right to revoke a Conditional Award for any reason.

HRD will work with the development team to underwrite the loan, obtain final approval by City Council and HRD’s Award Committee. Following final approval and a finalized award amount, the Closing Phase will begin.

Closing Phase

Upon completion of the underwriting process, receipt of authorization to proceed from the City’s environmental compliance team, and having received the final approval from the HRD Award Committee and City Council, the City will assign the project to an attorney that will begin drafting documents, and working through a closing checklist with the other parties involved in the project. The project is responsible for paying the City’s legal costs relating to the project. The Awardee will have (90) days from the date of final approval to close on construction financing

Payment In Lieu of Taxes (PILOT) Preliminary Letter of Support

For all projects that receive Conditional Award Letters, HRD will also issue a preliminary letter of support for the project to qualify for a Payment in Lieu of Taxes (PILOT). Each project is still required to apply through the formal PILOT application process with the City of Detroit's Tax Assessors Office, but this letter will be recognized and considered by the Tax Assessors Office. For projects also applying to MSHDA for an award of 9% LIHTCs, this PILOT preliminary letter of support will be recognized and considered by MSHDA in their scoring process.

9% LIHTC Support Letters for Projects Not Applying for City Funds

Projects applying for 9% LIHTCs from MSHDA that are not applying for City funds, may request a letter of support and PILOT preliminary letter of support to include with their LIHTC application. The development team must request a meeting with HRD and provide information regarding the project that complies with the details described above. If the project developer complies with the meeting request and the project aligns with City goals, a City of Detroit support letter will be issued.

APPENDIX A: COMMUNITY HOUSING
DEVELOPMENT ORGANIZATION QUALIFICATIONS
AND CERTIFICATION PROCESS

To pursue certification, the CHDO certification application must be completed and submitted with the project application. To qualify for Community Housing Development Organization (CHDO) certification, all of the following criteria must be met:

1. Must be a non-profit entity organized under State or local laws; has no part of its net earning inure to the benefit of any member, founder, contributor, or individual; has a tax exempt ruling under Section 501 (c)(3) or (4) of the Internal Revenue Code; and has among its purposes the provision of affordable housing to low- and moderate-income persons.
2. At least 1/3 of the entity's governing board membership is for residents of low-income neighborhoods, other low-income community residents, or elected representatives of low-income neighborhood organizations. No more than one-third of the governing board members may be public officials (including City employees) or appointed thereby, and government-appointed board members may not, in turn, appoint any of the remaining board members.
3. If the entity is sponsored or created by a for-profit entity, the for-profit entity may not appoint more than one-third of the membership of the CHDO's governing body, and the board members appointed by the for-profit entity may not, in turn, appoint the remaining two-thirds of the board members.
4. The entity is not controlled, nor receives directions from individuals, or entities seeking profit from the organization.
5. If the entity is sponsored or created by a for-profit entity, the for-profit entity's primary purpose does not include the development or management of housing, and the entity is free to contract for goods and services from vendor(s) of its own choosing.
6. The entity (or its parent) has a history of serving the community within which housing to be assisted with HOME funds is to be located and provides a formal process for low-income program beneficiaries to advise the organization in affordable housing development decisions.
7. The entity must have financial accountability standards that conform to 2 CFR 200.302 "Financial Management" and 2 CFR 200.303 "Internal Controls".
8. The entity has a demonstrated capacity for carrying out activities assisted with HOME funds.

APPENDIX B: CITY OF DETROIT INCOME LIMITS, HOME RENTS AND UTILITY ALLOWANCES

All units assisted with HOME funds must serve households with incomes at or below 60% of the Area Median Income (AMI), adjusted by household size, as defined below.

Income Limits [Source: [2023 HUD Income Limits](#)]

Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
80% AMI	53,050	60,600	68,200	75,750	81,850	87,900	93,950	100,000
60% AMI	39,780	45,480	51,180	56,820	61,380	65,940	70,500	75,060
50% AMI	33,150	37,900	42,650	47,350	51,150	54,950	58,750	62,550

HOME Maximum Rents [Source: [2023 HUD HOME Program Rent Limits](#)]

MAXIMUM RENT STANDARDS <i>(Subtract Utility Allowance to Determine Maximum Actual Rents)</i>						
Unit Size	0 Bedroom	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms
Low Home Rent Limit	828	888	1066	1231	1373	1516
High Home Rent	845	952	1213	1511	1629	1873
For Information Only: Fair Market Rent	845	952	1213	1511	1629	1873
50% Rent Limit	828	888	1066	1231	1373	1516
65% Rent Limit	1058	1134	1363	1567	1728	1888

*For all HOME projects, the maximum allowable rent is the HUD calculated High HOME rent Limit and/or Low HOME Rent Limit.

NOTE: The rent standards above must be reduced if the tenant pays for utilities since the calculation of these rent standards includes all utilities except telephone.

Maximum Rent Example:

1 Bedroom Apartment:	\$888
Allowance for heat:	-\$ 41
Maximum Allowable HOME:	\$847

APPENDIX B:

2023 HUD HOME INCOME LIMITS

U.S. DEPARTMENT OF HUD
STATE:MICHIGAN

		----- 2023 ADJUSTED HOME INCOME LIMITS -----							
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Detroit-Warren-Livonia, MI	HUD Metro FMR Area								
	30% LIMITS	19900	22750	25600	28400	30700	32950	35250	37500
	VERY LOW INCOME	33150	37900	42650	47350	51150	54950	58750	62550
	60% LIMITS	39780	45480	51180	56820	61380	65940	70500	75060
	LOW INCOME	53050	60600	68200	75750	81850	87900	93950	100000

APPENDIX B: CITY OF DETROIT UTILITY SCHEDULE

As of September 2023

Monthly Allowances for Tenant-Paid Utilities

LOW RISE/GARDEN APARTMENTS							
Utility	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating: Natural Gas	\$33.00	\$41.00	\$49.00	\$57.00	\$69.00	\$78.00	\$87.00
Heating: Electric	48.00	65.00	82.00	100.00	128.00	146.00	168.00
Cooking: Natural Gas	3.00	4.00	6.00	7.00	9.00	10.00	12.00
Cooking: Electric	9.00	12.00	15.00	19.00	24.00	27.00	31.00
Hot Water: Gas	8.00	11.00	14.00	17.00	21.00	24.00	28.00
Hot Water: Electric	24.00	34.00	43.00	53.00	67.00	77.00	88.00
Air Conditioning:	7.00	11.00	14.00	17.00	22.00	25.00	28.00
Water & Sewer	36.00	45.00	63.00	89.00	116.00	142.00	169.00
Range	7.00	7.00	7.00	7.00	7.00	7.00	7.00
Trash Collection	12.00	12.00	12.00	12.00	12.00	12.00	12.00
Refrigerator	7.00	7.00	7.00	7.00	7.00	7.00	7.00

APPENDIX B: CITY OF DETROIT UTILITY SCHEDULE

As of September 2023

Monthly Allowances for Tenant-Paid Utilities

DUPLEX OR TWO FAMILY							
Utility	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
<i>Heating: Gas</i>	\$33.00	\$41.00	\$49.00	\$57.00	\$69.00	\$78.00	\$87.00
<i>Heating: Electric</i>	48.00	65.00	82.00	100.00	128.00	146.00	168.00
<i>Cooking: Gas</i>	3.00	4.00	6.00	7.00	9.00	10.00	12.00
<i>Cooking: Electric</i>	9.00	12.00	15.00	19.00	24.00	27.00	31.00
<i>Hot Water: Natural Gas</i>	8.00	11.00	14.00	17.00	21.00	24.00	28.00
<i>Hot Water: Electric</i>	24.00	34.00	43.00	53.00	67.00	77.00	88.00
<i>Air Conditioning</i>	7.00	11.00	14.00	17.00	22.00	25.00	29.00
<i>Water & Sewer</i>	36.00	45.00	63.00	89.00	116.00	142.00	169.00
<i>Range/Microwave</i>	7.00	7.00	7.00	7.00	7.00	7.00	7.00
<i>Trash Collection</i>	12.00	12.00	12.00	12.00	12.00	12.00	12.00
<i>Refrigerator</i>	7.00	7.00	7.00	7.00	7.00	7.00	7.00

APPENDIX B: CITY OF DETROIT UTILITY SCHEDULE

As of September 2023

Monthly Allowances for Tenant-Paid Utilities

SINGLE-FAMILY DETACHED HOUSE							
UTILITY	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
<i>Heating: Natural Gas</i>	\$34.00	\$43.00	\$52.00	\$61.00	\$74.00	\$83.00	\$93.00
<i>Heating: Electric</i>	51.00	69.00	88.00	108.00	137.00	157.00	181.00
<i>Cooking: Natural Gas</i>	3.00	4.00	6.00	7.00	9.00	10.00	12.00
<i>Cooking: Electric</i>	9.00	12.00	15.00	19.00	24.00	27.00	31.00
<i>Hot Water: Natural Gas</i>	8.00	11.00	14.00	17.00	21.00	24.00	28.00
<i>Hot Water: Electric</i>	24.00	34.00	43.00	53.00	67.00	77.00	88.00
<i>Air Conditioning</i>	8.00	12.00	15.00	18.00	23.00	27.00	31.00
<i>Water & Sewer</i>	42.00	54.00	77.00	113.00	148.00	184.00	219.00
<i>Range/Microwave</i>	7.00	7.00	7.00	7.00	7.00	7.00	7.00
<i>Trash Collection</i>	12.00	12.00	12.00	12.00	12.00	12.00	12.00
<i>Refrigerator</i>	7.00	7.00	7.00	7.00	7.00	7.00	7.00

APPENDIX B: CITY OF DETROIT UTILITY SCHEDULE

As of September 2023

Monthly Allowances for Tenant-Paid Utilities

ROW HOUSE OR TOWN HOUSE							
UTILITY	OBR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
<i>Heating: Natural Gas</i>	\$33.00	\$41.00	\$49.00	\$57.00	\$69.00	\$78.00	\$87.00
<i>Heating: Electric</i>	48.00	65.00	82.00	100.00	128.00	146.00	168.00
<i>Cooking: Natural Gas</i>	3.00	4.00	6.00	7.00	9.00	10.00	12.00
<i>Cooking: Electric</i>	9.00	12.00	15.00	19.00	24.00	27.00	31.00
<i>Hot Water: Natural Gas</i>	8.00	11.00	14.00	17.00	21.00	24.00	28.00
<i>Hot Water: Oil/Electric</i>	24.00	34.00	43.00	53.00	67.00	77.00	88.00
<i>Air Conditioning</i>	7.00	11.00	14.00	17.00	22.00	25.00	29.00
<i>Water & Sewer</i>	36.00	45.00	63.00	89.00	116.00	142.00	169.00
<i>Range</i>	7.00	7.00	7.00	7.00	7.00	7.00	7.00
<i>Trash Collection</i>	12.00	12.00	12.00	12.00	12.00	12.00	12.00
<i>Refrigerator</i>	7.00	7.00	7.00	7.00	7.00	7.00	7.00

APPENDIX B: CITY OF DETROIT UTILITY SCHEDULE

As of September 2023

Monthly Allowances for Tenant-Paid Utilities

HIGH RISE: 5 OR MORE STORIES							
UTILITY	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
<i>Heating: Natural Gas</i>	\$30.00	\$37.00	\$44.00	\$51.00	\$61.00	\$69.00	\$77.00
<i>Heating: Electric</i>	41.00	56.00	71.00	86.00	110.00	128.00	144.00
<i>Cooking: Natural Gas</i>	3.00	4.00	6.00	7.00	9.00	10.00	12.00
<i>Cooking: Electric</i>	9.00	12.00	15.00	19.00	24.00	27.00	31.00
<i>Hot Water: Natural Gas</i>	8.00	11.00	14.00	17.00	21.00	24.00	28.00
<i>Hot Water: Electric</i>	24.00	34.00	43.00	53.00	67.00	77.00	88.00
<i>Air Conditioning</i>	6.00	9.00	12.00	15.00	19.00	21.00	25.00
<i>Water & Sewer</i>	36.00	45.00	63.00	89.00	116.00	142.00	169.00
<i>Range</i>	7.00	7.00	7.00	7.00	7.00	7.00	7.00
<i>Trash Collection</i>	12.00	12.00	12.00	12.00	12.00	12.00	12.00
<i>Refrigerator</i>	7.00	7.00	7.00	7.00	7.00	7.00	7.00

APPENDIX C: ENVIRONMENTAL REVIEW

All projects which receive funding through this NOFA are subject to the HUD environmental review requirements. The HUD environmental review requirements are found in Title 24, Part 58, of the Code of Federal Regulations. The project must satisfy the HUD environmental review requirements before the City may commit funds to the project. The City shall interpret “commit” as execution of the development and the loan agreements for the project.

Upon application for assistance through this NOFA, the Developer and all project participants (i.e. public or private non-profit or for-profit entities, or any of their contractors) agree to the following stipulations:

- (1) that the provision of any funds to a project is subject to the findings of the environmental review, and
- (2) that **neither the Developer nor any project participant shall undertake any "choice limiting actions" until the environmental review process is complete**, all parties have executed the development and loan agreements for the project, and the City has issued a notice to proceed. Neither the Developer nor any project participant may undertake any "choice limiting action" between the date of issuance of this NOFA and the date of the notice to proceed from the City.

The findings of the environmental review may identify environmental concerns that necessitate an alteration, a change, or a modification to the proposed project. The City may require alterations, changes, or modifications to the project based upon the findings of the environmental review, and the Developer and all project participants must implement any alterations, changes, or modifications required by the City as a condition of funding.

The City shall define “choice limiting actions” as any of the following: (1) acquisition of any real property associated with the project, (2) any improvements to the property or properties associated with a project, (3) any rehabilitation of an existing structure located on property associated with the project, (4) any construction of a new structure located on property associated with the project, or (5) demolition of any existing structure located on property associated with the project. **Neither the Developer nor any project participant may undertake any "choice limiting action" between the date of issuance of this NOFA and the date of the notice to proceed from the City.** If the City discovers that the Developer or any project participant committed a “choice limiting action” during this time period, then the City may deny funding to an entire project or may disqualify for reimbursement any cost associated with the particular “choice limiting action.”

The City shall NOT define “choice limiting actions” as either of the following: (1) an option agreement for the acquisition of real property, or (2) a non-binding purchase agreement. An option agreement is an exclusive right to purchase a property at a specific price within a specified time period without an obligation to purchase. A non-binding agreement establishes that there is no legal obligation on the part of the buyer to purchase the property; that acquisition will proceed only if there is compliance with the HUD environmental requirements.

HUD’s aggregation principles require aggregating all related known and reasonably foreseeable activities regardless of funding source. Reasonably foreseeable is defined as an activity or project

phase for which there is funding or contractual commitments in place or existing plans for reuse go beyond the preliminary or schematic plan phases. If a future activity is known or reasonably foreseeable at time of initial environmental review, it should be included in the aggregated scope. Pre-development projects that include construction activities must aggregate the review to include the activities in the report, and would be required to complete the environmental review process and obtain an Authority to Use Grant Funds (AUGF) before the funds would be available to be drawn.

APPENDIX D: SECTION 3 INFORMATION

(HUD 24 CFR Part 75)

Applicability

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968, federal regulation formerly 24 CFR Part 135. HUD released a final rule in the fall of 2020 changing the regulation to 24 CFR Part 75. The final rule moved from tracking the number of qualified new hires (Section 3 residents) in Section 3 projects to tracking the total labor hours worked (by Section 3 workers and Targeted Section 3 workers). In connection with the final rule, 24 CFR Part 75, HUD published a document citation via the federal register, 85 FR 60907, Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses. The citation includes benchmark numbers and the methodology for determining the benchmarks.

The new Section 3 regulation, 24 CFR Part 75 still aiming to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are residents of the community in which the federal assistance is spent. Requiring recipients of certain HUD housing and community development financial assistance, to the greatest extent feasible, to provide employment and job training for low- and very low-income persons and contracting opportunities to business concerns which provides economic opportunities to low- and very low-income persons in connection with projects and activities in their neighborhoods. HUD believes the final rule makes Section 3 goals and reporting more meaningful and more aligned with statutory requirements.

Successful compliance with HUD Section 3, federal regulation 24 CFR Part 75, by the subrecipient, developer, general contractor, and subcontractor will be a factor in determining future awards of Section 3 covered assistance.

Documentation

Two documents must be completed and submitted with your NOFA package – (1) “Intent to Comply” and (2) “Section 3 Plan – Developer and General Contractor”. If awarded HUD funds for a covered Section 3 project, your Section 3 Plan is your baseline for meeting at least the minimum Section 3 requirements. All parties associated with your project must maintain documentation for a time period required for record retention or in the absence of applicable program regulations in accordance with 2 CFR Part 200.

For your future reference, the following are Section 3 documents required throughout the life of the project:
(the list of documents may change as needed)

- ☐ Intent to Comply (**includes the required Section 3 language for all contracts**)
- ☐ Section 3 Plan – Developer and General Contractor (**includes the required Section 3 language for all contracts**)
- ☐ List of All businesses on Project (Contractor and Subcontractor Activity, HUD form 2516)
- ☐ Section 3 Worker and Targeted Section 3 Worker Certification
- ☐ Section 3 Business Concern Certification
- ☐ Weekly Certified Payrolls
- ☐ Monthly Labor Hours Summary Report
- ☐ Final Project Total Labor Hours 3 Summary Report
- ☐ Verification of Outreach Efforts

For more information and ALL documents

Housing and Revitalization Department (HRD) Section 3 Information, Documents, and Forms

<https://detroitmi.gov/departments/housing-and-revitalization-department/hud-programs-and-information/section-3-program>

Housing and Urban Development (HUD) Section 3 Regulation

<https://ecfr.federalregister.gov/current/title-24/subtitle-A/part-75#section-75>

HUD Section 3 Benchmarks (Section 3 Projects)

<https://www.federalregister.gov/documents/2020/09/29/2020-19183/section-3-benchmarks-for-creating-economic-opportunities-for-low--and-very-low-income-persons-and#h-13>

APPENDIX E: EXECUTIVE ORDER NO. 2021-2

EXECUTIVE ORDER 2021-02

TO: ALL BOARDS, COMMISSIONS, DEPARTMENT DIRECTORS, CITY COUNCIL MEMBERS, CITY CLERK.

FROM: MICHAELE. DUGGAN, MAYOR

SUBJECT: UTILIZATION OF DETROIT RESIDENTS ON PUBLICLY- FUNDED CONSTRUCTION AND DEMOLITION/REHAB PROJECTS

DATE: APRIL 14, 2021

WHEREAS, the economic revitalization of Detroit depends upon the employment of Detroit residents and the availability of a local skilled workforce; and

WHEREAS, it is the policy of this Administration to encourage and maximize employment opportunities for well-trained Detroit residents through contracts with the City contracts and in projects funded or financially assisted by the City;

THEREFORE, this Executive Order directs any person or entity entering into a publicly-funded construction project or a publicly-funded demolition/rehab project to implement specific residency targets for its workforce, as follows. Other persons or entities doing business with the City, but not subject to this Executive Order, may voluntarily agree to be bound by some or all of the substantive requirements set forth herein.

1. The term "publicly-funded construction project," for purposes of this Executive Order, means:

(a) any construction project performed under a contract, the value of which is more than \$3,000,000.00 (Three Million Dollars), made by the City with any person or entity; and

(b) any construction project for which the City, public or quasi-public entities affiliated with the City, or any of their agents or contractors provides funds or financial assistance via any of the following methods, where total value of such assistance is more than \$3,000,000.00 (Three Million Dollars):

- (1) The sale or transfer of land below its appraised value;
- (2) Direct monetary support;
- (3) Public contributions originated by the State of Michigan or its agencies, the United States government or its agencies, or any other non-City government

entity, for which City approval is required and obtained; or

- (4) Tax increment financing. For purposes of calculating the total assistance directly provided through tax increment financing, tax revenue that would have accrued to all government entities shall be counted.

2. The term "publicly-funded demolition/rehab project," for purposes of this Executive Order, means any demolition or rehabilitation of one or more residential buildings performed under the Proposal N Neighborhood Improvement Plan, under a contract, the value of which is more than \$50,000 (Fifty Thousand Dollars), made by the City with any person or entity.

3. A "bona-fide Detroit resident," for purposes of this Executive Order, means an individual who can demonstrate residency in the City of Detroit as of a date at least thirty (30) days prior to the date the individual seeks to be employed on a publicly-funded construction project or publicly-funded demolition/rehab project. An individual may demonstrate residency by producing at least one item from each of the two lists below that includes an address located in the City of Detroit. Other forms of proof-of-residency may be accepted under unique circumstances.

- (a) State of Michigan identification card, State of Michigan driver's license, or Detroit municipal ID; and
- (b) Voter Registration Card, Motor Vehicle Registration, most recent federal, state, or City of Detroit tax return, lease/rental agreement, most recent utility bill or utility affidavit signed by a landlord with respect to a leased residence, or most recent municipal water bill.

4. All contracts with the City, and all sub-contracts thereof, for a publicly-funded construction project or a publicly-funded demolition/rehab project shall require at least 51% of the workforce for such project to be bona-fide Detroit residents. This requirement shall be referred to as the "Workforce Target." The Workforce Target shall be measured by the hours worked by bona-fide Detroit residents on the publicly-funded construction project or publicly-funded demolition/rehab project.

5. Developers, general contractors, prime contractors and subcontractors on publicly-funded construction projects and publicly-funded demolition/rehab projects are all required to comply with the terms of this Executive Order. Collectively, these entities are hereinafter referred to as "contractors." It is, however, the sole responsibility of the person or entity contracting directly with the City of Detroit to require all of its subcontractors either to

(a) meet the Workforce Target; or (b) make the required contribution to the City's Workforce Training Fund, as provided in Paragraph 6 of this Executive Order. Contractors may utilize local unions, Detroit Employment Solutions Corporation, or other entities to help meet the Workforce Target. Failure to satisfy the requirements of this Executive Order shall constitute a material breach of contract and may result in the immediate termination of the contract.

6. Upon execution of a contract for a publicly-funded construction contract or publicly-funded demolition/rehab project, the City of Detroit's Civil Rights, Inclusion and Opportunity Department ("CRIO") shall determine whether the Workforce Target in the contract shall be measured periodically either (a) monthly or (b) quarterly. This period shall be referred to as the "measurement period." Thereafter, for the duration of the construction project, the contractor shall, at the end of each measurement period, submit to CRIO a report indicating:

- (a) The total hours worked on the project during the preceding measurement period ("total work-hours");
- (b) The total hours worked on the project by bona-fide Detroit residents during the preceding measurement period; and
- (c) If applicable, the amount by which the contractor fell short of meeting the Workforce Target. A contractor falling short of the Workforce Target shall report both (a) the raw number of total work-hours by which the contractor fell short of the Workforce Target; and (b) the percentage of total work-hours by which the contractor fell short of the Workforce Target.

7. A contractor who does not meet the Workforce Target in any measurement period shall help strengthen Detroit's workforce by making a monetary contribution to the City's CRIO-administered Workforce Training Fund, thereby supporting the skill development of Detroit residents. The required contribution for any contractor who does not meet the Workforce Target shall be the sum of the following:¹

- (a) For each work-hour comprising the first 10% of total work-hours by which the contractor fell short of the Workforce Target, 5% of the average hourly wage paid by the contractor during the preceding measurement period.
- (b) For each work-hour comprising the second 10% of total work-hours by which the contractor fell short of the Workforce Target, 10% of the average hourly wage paid by the contractor during the preceding measurement period.
- (c) For each work-hour comprising the remaining 31% of total work-hours by which the contractor fell short of the Workforce Target, 15% of the average hourly wage paid by the contractor during the preceding measurement period.

8. For a publicly-funded construction project, if a contractor contracts for labor through a union that is meeting the goals set for it under the Detroit Skilled Trades Employment Program, that contractor will be deemed to have met the Workforce Target with respect to the labor for which it contracted through such a union.

¹ Thus, for example, if 25% of the total work-hours performed on a publicly-funded construction project were performed by bona-fide Detroit residents, the contractor will have fallen short of the Workforce Target by 26% of the total work-hours. That contractor's minimum required contribution would be the sum of (1) 5% of the average hourly wage for 10% of the total work-hours; (2) 10% of the average hourly wage for 10% of the total work-hours; and (3) 15% of the average hourly wage for 6% of the total work-hours.

CRIO will make a periodic determination whether a union participating in the Detroit Skilled Trades Employment Program is meeting its established goals under that Program. For purposes of calculating a contractor's compliance with the Workforce Target, a union which, as of the date a contractor executes a contract or subcontract for a publicly-funded construction project, is meeting its goals under the Program shall be deemed to have no less than 51% of the hours worked by its members on the publicly-funded construction project worked by bona-fide Detroit residents. If bona-fide Detroit residents actually account for more than 51% of the hours worked by union members on a publicly-funded construction project, that actual percentage may be used for purposes of calculating compliance with the Workforce Target.

9. For a publicly-funded demolition/rehab project, if bona-fide Detroit residents actually account for more than 51% of the hours worked and the contractor pays for its Detroit employees to be trained under a DOL approved apprenticeship program, that contractor will be deemed to have met the Workforce Target. For purposes of publicly-funded demolition/rehab projects only, any contractor who fails to meet the Workforce Target will contribute \$200 per employee to the Workforce Training Fund.

10. If CRIO determines a contractor is in non-compliance with the requirements of this Order, CRIO will notify the contractor, in writing, of the contractor's non-compliance.

If a contractor wishes to challenge a finding of non-compliance, the contractor may, within fifteen (15) days of the notice of non-compliance, file with CRIO a written notice challenging the finding of non-compliance, and detailing the reasons for that challenge. The challenge will then be forwarded to a panel of (1) the City's Corporation Counsel or his/her designee; (2) the head of the Department of Administrative Hearings or his/her designee; and (3) the Director of the Buildings, Safety, Engineering, and Environment Department, or his/her designee. The panel shall adjudicate the challenge and issue a written decision. The panel may, but need not, schedule an oral hearing on the challenge.

If, following written notice of non-compliance and the adjudication of any challenge, the contractor fails or refuses to take corrective actions within thirty (30) days, the City may do any of the following:

- (a) withhold from the contractor all future payments under the contract until it is determined that the contractor is in compliance;
- (b) refuse all future bids on City projects or applications for financial assistance in any form from the City or any of its departments, until such time as the contractor demonstrates that it has cured its previous non-compliance;
- (c) debar the contractor from doing business with the City for a period of up to one year.

In addition, the City reserves the right to re-bid the contract, in whole or in part, or hire its own workforce to complete the work.

11. All construction contracts, construction contract amendments, change orders and extensions subject to this Executive Order shall include the applicable terms of this

Executive Order. CRIO shall have the responsibility for preparing administrative guidelines related to this Executive Order, and for monitoring and enforcing the provisions of this Executive Order.

12. Notwithstanding anything to the contrary set forth herein, the requirements set forth in Paragraphs 4 through 11 of this Executive Order shall not apply to any publicly- funded construction contract or publicly-funded demolition/rehab contract, or part thereof, that is funded by a grant awarded by a federal, state, or other governmental entity, the terms of which prohibit the implementation of any such requirements.

Pursuant to the powers vested in me by the 1963 Michigan Constitution and by the 2012 Detroit City Charter, I, Michael E. Duggan, Mayor of the City of Detroit, issue this Executive Order. This Executive Order is effective upon its execution and filing with the City Clerk and supersedes Executive Order No. 2020-5, issued by me on November 20, 2020. This Executive Order shall not alter or affect the operation of any prior Executive Order with respect to any publicly-funded construction project on which construction activities have commenced as of the date of this Executive Order.



MICHAEL E. DUGGAN
MAYOR
CITY OF DETROIT

Targeted Multifamily Housing Areas



APPENDIX G – AFFORDABLE HOUSING PROGRAM APPLICATION SCORING CRITERIA

Attendance at the Program Compliance Information Meeting – 2 Points

- **Developer and General Contractor (2 Points):** The project can earn up to 2 points if the Developer and General Contractor attend the Program Compliance Information Meeting. 1 point will be awarded for the Developer attending and one point will be awarded for the general contractor attending.

Development Team Experience and Capacity – 23 Points

- **Developer Experience and Capacity (9 Points):** The project can earn up to 9 points if the Developer demonstrates it can meet its debt obligations, has sufficient working capital to meet its operating needs, and has adequate financing available to maintain the property over the length of the affordability period. The Developer must provide a completion guaranty acceptable to the City in which the Developer shall guarantee payment of liabilities, shortfalls, and cost over runs of up to 10% of the construction contract. The Developer will provide reassurance to the City that the project will be completed on time and on budget. Bank references will also be considered.
- The developer must also demonstrate that it has a recent history of development and/or redevelopment that includes high quality affordable residential products delivered on-schedule and on budget. The developer must demonstrate that previous experience is similar in type, scale, and complexity to the proposed project. The Developer should also have a reasonable amount of current development projects to ensure that the organization is not overextended in either staffing or financial capacity.
- **General Contractor Experience and Capacity (9 points):** The project can earn up to 9 points if the general contractor has demonstrated recent and successful experience in projects that are similar in type, scale, and complexity to the proposed project.
- **Experienced Management Agent (5 Points):** The project can earn up to 5 points if the developer has identified and secured a management agent for the project with experience managing comparable properties with similar compliance expectations and tenant populations.
- **Emerging LIHTC Developer (3 Points):** The project can earn up to 3 points if the Developer meets all qualifications of an Emerging LIHTC Developer as defined in this NOFA; and is a General Partner that holds at least 25% interest in the General Partnership or is a Managing Member of the General Partnership that remains a part of the Ownership Entity for the duration of the Affordability Period at minimum. The Emerging Developer must demonstrate real estate and LIHTC development experience; and have a pipeline of transactions and actionable plan for developing future affordable housing in the City of Detroit (inclusive of past, current, and future developments). The Emerging Developer must receive an equitable percentage of both the developer and deferred developer fee at least equal to their percentage of the ownership.

Project Financing - 23 Points

- **Quality Financial Commitments (10 Points):** Projects can earn up to 10 points if all additional necessary project financing/leveraged funds are identified and secured to complete the project(s) with letters of commitment from recognized community development lenders and funders, or reasonable dates are provided by the Developer on when the letters will be provided.

- **Financial Leverage (10 Points):** Projects can earn up to 10 points if it is efficient in its use of City funds and in its leveraging of other funds, as applicable. All funding and associated requirements must be clearly and adequately reflected in the budget and pro forma.
- **Creative Approach to Financing (3 Points):** Projects can earn up to 3 points if the developer uses a creative approach to financing or cost containment to meet affordable housing needs. Combining multiple forms of federal and/or state tax credits, securing grants from outside sources such as a Federal Home Loan Bank or a foundation or innovative building techniques that reduce cost are examples of financing and cost containment that would qualify for points in this category.

Readiness to Proceed – 21 Points

- **City Approvals and Permits (5 Points):** Projects can receive up to 5 points if they inherently require fewer City approvals through being zoned properly or not requiring variances. Additionally, projects can also receive points if they have already passed through required City approval processes such as the Planning & Development Department's Concept Plan Review.
- **Construction Plans / Trade Payment Breakdown (11 Points):** Projects can earn up to 11 points if estimated development and construction costs are well researched and detailed. Scope of work [for rehab] or plans and specifications [new construction] are comprehensive, includes trade payment breakdown, and substantially complies with the requirements outlined in the HRD's technical review. Additional points will be awarded if developer provides a third party cost estimator report delineating construction costs by trade breakdown.
- **Phase I Environmental Site Assessment Review (5 Points):** Projects can earn up to 5 points if the Phase I Environmental Site Assessment (ESA) confirms that the site is not contaminated. For sites that are contaminated as noted in the Phase I, projects can also earn points if additional environmental due diligence documents are submitted such as a Phase II ESA, Response Activity Plan (RAP) or a Baseline Environmental Assessment (BEA).

Alignment with City Goals – 25 Points

- **Targeted Multifamily Housing Area (5 Points):** New construction projects can earn up to 5 points if located in targeted multi-family housing areas outside of the Greater Downtown area (please review detailed maps [HERE](#)). Preservation projects or new construction senior affordable housing projects can earn up to 5 points if located in targeted multi-family housing areas within the Greater Downtown area.
- **Priority Projects (8 Points):** The project can earn up to 8 points if it 1) is an initiative tied to a City planning study, 2) is a preservation of current affordability (regulated or naturally occurring), 3) is approved to be designated as permanent supportive housing by the HRD Homelessness Solutions Director, or 4) is either listed in or eligible to be listed in the National Register of Historic Places individually or as part of a historic district. This can also include buildings that are designated by the City as a Local Historic District.
- **Mixed-income neighborhood (5 Points):** Projects are eligible for up to 5 points if the majority of units are income-restricted and the project is located within a Primary Market Area (as defined by the market study) with average rents at 80% AMI or above. Likewise, projects are eligible for up to 5 points if the majority of units are market-rate and the project is located within a Primary Market Area with average rents at 60% AMI or below.

- **Green building initiatives (3 Points):** The project can earn up to 3 points if it incorporates measures to improve energy efficiency and sustainability that comply with the energy standards per this NOFA. For points, projects must identify the standard used (Enterprise Green Building Criteria, LEED, etc.) and describe the project's adherence to the chosen standard.
- **Broadband Access (2 Points):** Projects can earn up to 2 points if they commit to providing complimentary, high-speed internet access in common areas and/or dedicated computers with complimentary high-speed internet access. To ensure compliance, commitments will become a loan covenant.
- **Rehabilitation Projects Additional Accessibility (2 Points):** New construction projects must have 10% of the units meet accessibility requirements under Section 504 and must be accessible Type A units; with an additional 2% of the units, or at least one unit, whichever is greater, being accessible for persons with hearing or visual disabilities. Rehabilitation projects must have 5% of the units meet accessibility requirements under Section 504 and must be accessible Type A units; with an additional 2% of the units, or at least one unit, whichever is greater, being accessible for persons with hearing or visual disabilities. New construction projects can earn up to 2 points if they commit to having 15% of the units meet accessibility requirements under Section 504 and must be accessible Type A units; with an additional 2% of the units, or at least one unit, whichever is greater, being accessible for persons with hearing or visual disabilities. Rehabilitation projects can earn up to 2 points if they commit to having 10% of the units meet accessibility requirements under Section 504 and must be accessible Type A units; with an additional 2% of the units, or at least one unit, whichever is greater, being accessible for persons with hearing or visual disabilities.

Program Opportunity Goals - 8 Points

- **Section 3 Experience (4 Points):** The project can earn up to 4 points if the Developer and general contractor has experience in complying with Section 3 requirements. The Developer must include a clear plan as to how they will satisfy Section 3 requirements by submitting all the required documents. The Developer must also demonstrate the ability and willingness to employ low-and very low-income persons within the targeted area and community in which the project resides.
- **MBE/WBE (4 Points):** The project can earn up to 4 points if the primary Developer is a Minority/Women Nonprofit Organization or Minority/Women-Owned Business or Minority/Women's Business Enterprise, as applicable.

Failure to Complete Previous Development(s) – 15 Points Reduction

At the sole discretion of HRD's Award Committee, a Developer or any related party that failed to complete a project that received a Conditional Award of funding from a previous NOFA may be penalized in the form of a 15-point reduction applied to the project score. This includes the failure to utilize a commitment or allocation of funds awarded in a prior NOFA, and/or the Developer rescinding their request – canceling the Conditional Award.

APPENDIX H – PERMANENT SUPPORTIVE HOUSING (PSH) PROGRAM APPLICATION SCORING CRITERIA

For applicants applying for Permanent Supportive Housing Only: Permanent Supportive Housing (PSH) applicants must minimally submit all required documents identified in the “Attachment 4: Permanent Supportive Housing Required Documents Checklist” of the NOFA Application to be considered for Scoring as a PSH project. PSH projects will be eligible to receive up to a total 153 available points based on the combined Affordable Housing Program Application Scoring Criteria and Permanent Supportive Housing Application Scoring Criteria. To receive full points within all sections, responses must reflect an understanding and commitment to housing first and harm reduction.

PSH Project Overview – 5 Points

- **Completeness (2 Points):** The project can earn up to 2 points if the response addresses all elements outlined within Section A: PSH Project Overview.
- **Goals and Outcomes (2 Points):** The project can earn up to 2 points if Project Partners have a clear definition of success, goals and/or outcomes that partners will be using to evaluate the housing and services.
- **Centering Lived Experience of Homelessness (1 Point):** The project can earn up to 1 point for the inclusion of people with lived homelessness during the development process.
- The response must reflect Developers commitment to providing high quality supportive housing; including centering lived experience of homelessness in project design, offers on site amenities, provides housing essentials upon lease up, and safety of tenants is taken into consideration of project design.

Developer Experience Narrative – 2 Points

- **Experience (1 Point):** The project can earn up to 1 point if the developer demonstrates sufficient experience and will receive full points if all elements within the section are addressed, reflected within responses, strong commitment to coordination with project partners, and there are no past CoC funding concerns.
- **Project Coordination (1 Point):** The project can earn up to 1 point clear plan to coordination project partner

Service Provider Experience Narrative – 5 Points

- **Experience (4 Points):** The project can earn up to 4 points if the PSH Service Provider demonstrates sufficient experience and will receive full points if all elements within the section are address, a commitment to data collection utilizing HMIS, and there are no past CoC funding concerns.
- **HMIS (1 Point):** The project can earn up to 1 point if it includes a detailed plan to ramp up and meet HMIS data quality policies.
- An understanding and commitment to Housing First and Harm Reduction is reflected within responses. Additionally, response shows a strong understanding and experience with the target PSH population.

Property Management Experience Narrative – 5 Points

- **Experience (4 Points):** The project can earn up to 4 points if the PSH Property manager demonstrates sufficient experience and will receive full points if all elements within the section are addressed, an understanding and commitment to housing first and harm reduction is reflected within responses, and strong understanding and experience with the PSH population.
- **Coordinated Entry (1 Point):** The project can earn up to 1 point for experience managing PSH projects that are taking referrals from Coordinated Entry

Memorandum of Understanding (MOU) - 5 points

- **Completeness (1 Points):** The project can earn up to 1 point if a comprehensive MOU is attached and includes all outlined elements and project partners.

- **Roles and Responsibilities (3 Points):** The project can earn up to 3 points if the MOU shows clearly defined partner roles and responsibilities during the development and operation phases, principles and values guiding the partners, project outcomes, and a commitment to Housing First.
- **Accountability (1 Point):** The project can earn up to 1 point if the MOU outlines transparent and clear accountability among project partners including who is responsible for raising SH service funding, a decision making structure, how partners will coordinate, and how partners will be held accountable.

Tenant Selection Plan (TSP) - 10 points

- **Completeness (7 Points):** The project can earn up to 7 points if a TSP and supporting materials are attached that addresses all the elements within that section, clear understanding and commitment to MSHDA minimum standards (if applicable) and reducing application barriers, understanding of and commitment to housing first and harm reduction.
- **Eviction Prevention (3 points)** - The project can earn up to 3 points if the TSP includes a plan for coordinating partners and have clear roles and responsibilities to prevent evictions.

PSH Supportive Service Plan and Service Budget Service Plan - total of 15 points

- **Completeness (8 Points):** The project can earn up to 8 points must attach a Service Plan that addresses all elements listed within that section.
- **Service Budget (4 Points):** The project can earn up to 4 points for detailed service budget that outlines the annual cost to provide services, including staffing costs and other service related costs
- **Service Funding (3 points):** The project can earn up to 3 points if there is a detailed plan to fund PSH services for the duration of the project, funding sources that partners will pursue, and experience with Medicaid.

CSH Quality Checklist - 3 points

- **Completeness (1 Points):** The project can earn up to 1 point if the project partners complete the Checklist fully, including listing partners involved in completing it, providing documentation for 'yes' responses, and signatures from each partner
- **Identified Areas of Improvement (2 points):** The project can earn up to 2 points for identifying at least two Quality standards that were identified as 'no or partial' that they want to work on, including steps and support needed.

APPENDIX I – PRE-DEVELOPMENT PROGRAM APPLICATION SCORING CRITERIA

Attendance at the Program Compliance Information Meeting – 1 Points

- **Developer (1 Point):** The project can earn up to 1 point if the Developer attends the Program Compliance Information Meeting.

Development Team Experience and Capacity – 13 Points

- **Developer Experience and Capacity (3 Points):** The Development Team must demonstrate that the Developer and/or identified Co-Developer/Consultant(s) have real estate and LIHTC development experience, and has a recent history of development and/or redevelopment that includes high quality affordable residential products delivered on-schedule and on budget.
- **General Contractor Experience and Capacity (5 points):** The project can earn up to 5 points if the developer has identified a general contractor for the project that has demonstrated recent and successful experience in projects that are similar in type, scale, and complexity to the proposed project.
- **Experienced Management Agent (5 Points):** The project can earn up to 5 points if the developer has identified a management agent for the project with experience managing comparable properties with similar compliance expectations and tenant populations.

Project Financing - 20 Points

- **Quality Financial Commitments (10 Points):** Projects can earn up to 10 points if all additional necessary project financing/leveraged funds are identified and secured to complete the project(s) with letters of commitment from recognized community development lenders and funders, or reasonable dates are provided by the Developer on when the letters will be provided.
- **Financial Leverage (10 Points):** Projects can earn up to 10 points if it is efficient in its use of City funds and in its leveraging of other funds, as applicable. All funding and associated requirements must be clearly and adequately reflected in the budget and pro forma.

Alignment with City Goals – 18 Points

- **Targeted Multifamily Housing Area (5 Points):** New construction projects can earn up to 5 points if located in targeted multi-family housing areas outside of the Greater Downtown area (please review detailed maps [HERE](#)). Preservation projects or new construction senior affordable housing projects can earn up to 5 points if located in targeted multi-family housing areas within the Greater Downtown area.
- **Priority Projects (8 Points):** The project can earn up to 8 points if it 1) is an initiative tied to a City planning study, 2) is a preservation of current affordability (regulated or naturally occurring), 3) is approved to be designated as permanent supportive housing by the HRD Homelessness Solutions Director, or 4) is either listed in or eligible to be listed in the National Register of Historic Places individually or as part of a historic district. This can also include buildings that are designated by the City as a Local Historic District.
- **Mixed-income neighborhood (5 Points):** Projects are eligible for up to 5 points if the majority of units are income-restricted and the project is located within a Primary Market Area (as defined by the market study) with average rents at 80% AMI or above. Likewise, projects are eligible for up to 5 points if the majority of units are market-rate and the project is located within a Primary Market Area with average rents at 60% AMI or below.

Program Opportunity Goals - 4 Points

- **MBE/WBE (4 Points):** The project can earn up to 4 points if the primary Developer is a Minority/Women Nonprofit Organization or Minority/Women-Owned Business or Minority/Women's Business Enterprise, as applicable.

Failure to Complete Previous Development(s) – 15 Points Reduction

At the sole discretion of HRD's Award Committee, a Developer or any related party that failed to complete a project that received a Conditional Award of funding from a previous NOFA may be penalized in the form of a 15-point reduction applied to the project score. This includes the failure to utilize a commitment or allocation of funds awarded in a prior NOFA, and/or the Developer rescinding their request – canceling the Conditional Award



City of Detroit: Tenant Retention Standards & Plan Requirements

Tenant Retention Standards

The City of Detroit is committed to preventing displacement of any residents associated with occupied redevelopments, which requires intentional planning for tenant retention. For projects receiving City support, all plans must provide evidence that the planned redevelopment will meet the requirements of all standards listed below. Projects that trigger the Uniform Relocation Act must meet those requirements in addition to the standards below. Where these standards contribute to a project being considered financially infeasible, standards around affordable rents and relocation costs may be modified by approval (unless they are linked to the requirements of a federal source).

- Adherence to the Uniform Relocation Act is required for new HOME or CDBG loans (or other federal funds)
- Notices and Meetings
 - A 90-day notice and a 30-day notice to residents around rent increases greater than 5% or substantial construction (renovation work in occupied buildings that exceeds \$5,000 per unit OR requires residents to vacate unit for a period of greater than one work day).
 - 90-day and 30-day notices must be communicated via:
 - Individual letters to tenants
 - Publicly-posted fliers
 - In person resident meeting with City representative present within 1 month of first notice (must be advertised within resident letters and fliers)
- Returning and Relocation Assistance
 - Right to return (where temporary relocation is required) or to remain for all residents who are current on rent, or are on a payment plan approved by property management, by 30 days before they are required to relocate.
 - Offer of relocation advising for all residents. Advising consists of an interview to determine resident preferences and needs for another unit, explanation of procedures for obtaining assistance, and assistance finding a temporary unit if needed
 - Payment of reasonable moving expenses for all low-income residents, for all elderly or disabled residents, and for residents who exercise their right to return to the property
 - 12-month lease offer to all returning residents
- Rent increases (for residents earning below 80% of AMI¹)
 - Initial rent increases are limited to 5%, or set affordably for resident incomes (calculated as 30% of monthly income, with rents inclusive of utility allowance)—whichever is greater
 - Ongoing rent increases are limited to 2% per year, or maximum rents set by HUD or MSHDA if applicable
- Recommended: phased construction to limit temporary relocation

Tenant Retention Plan Requirements

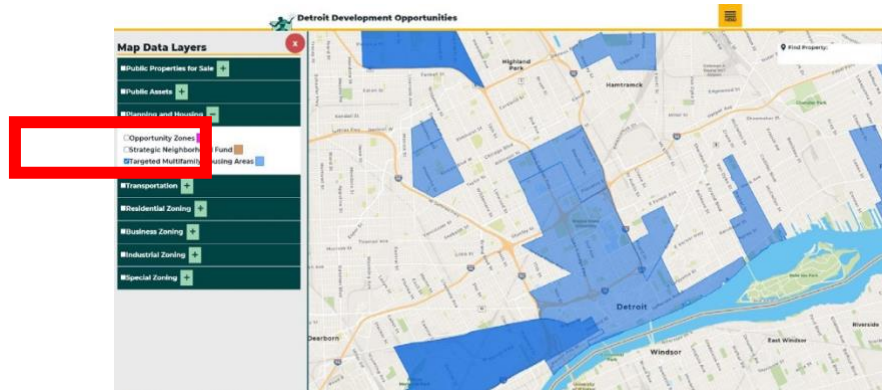
All plans must include the following information. Note that Transition Plans prepared for MSHDA may be submitted along with an addendum as needed to meet the requirements below. See the sample Tenant Retention Plan for reference.

- Summary of redevelopment strategy & plan for preventing displacement
- Affordability Plan
 - Current income (if applicable), occupancy and rent levels for all households
 - Timing and amount of rent increases
- Tenant Communication Plan
 - Schedule for communication, including meetings and distribution of materials
 - Sample letters to residents
- Tenant Habitability Plan
 - Timeline for construction
 - Scope of work by phase
 - Plan for mitigation of noise and air quality hazards
 - Plan for residents
- Rehab while occupied or temporary relocation
- Process for identifying and accounting for specific residents who may have special needs during the rehab or temporary relocation.
 - Temporary relocation plan
- Timeline
- Plan for packing, storage and/or moving assistance
- Payment plan for relocation costs and replacement housing payments
 - Timing of service interruptions, including fire safety systems, electricity, water, and elevators
- Plan for notifying residents and providing directions if any emergency systems become inoperable
 - Plan for ensuring sufficient resident parking is available (including designated parking and storage areas used by Contractor if required)
- Contact information for Management Agent & Contractor in case of emergency

ⁱ Residents who are students may self-certify as low-income by filling out the Student Income Disclosure Form and submitting the documentation it requires.

APPENDIX K – FORMS AND DOCUMENTS REFERENCE LINKS

- [**DETROIT PROPERTY MAP**](#) – Use this map to determine if your project is within the 2019 Targeted Multifamily Housing Area. Navigate to the Map Data Layers and select the Targeted Multifamily Housing Area layer.



- [**PRE-APPLICATION PROJECT REVIEW MEETING SIGN-UP**](#) – Use this link to sign-up for the required Pre- Application Project Review Meeting
- [**CENSUS TRACT PDF**](#) – Use this PDF tool to determine the Census Tract of your project
- [**FILE UPLOAD**](#) – Use this link to upload files that are larger than 25MB and/or file types that are not in PDF format (i.e. Excel, Word, etc.). Please use a Zip Folder to consolidate these files; labeling your Zip Folder with your project name. All individual files must use File Name Format required per the NOFA Application, Instructions, and Required Forms section that begins on page 52 of this NOFA.
- [**MSHDA PROFORMA**](#) – The Michigan State Housing Development Authority (MSHDA) Proforma is one of two proforma templates that are accepted for this NOFA for multifamily projects.
- [**HRD PROFORMA**](#) – The City of Detroit Housing and Revitalization Department (HRD) Proforma is one of two proforma templates that are accepted for this NOFA for multifamily projects.
- [**2019 TARGETED MULTIFAMILY MAP**](#) – Use this PDF map to determine if your project is within a City Priority Area.
- [**SECTION 3 INTENT TO COMPLY**](#) - Complete this form for the Affordable Housing Program NOFA
- [**SECTION 3 PLAN – DEVELOPER AND GENERAL CONTRACTOR**](#) - Complete this form for the Affordable Housing Program NOFA
- [**CITY OF DETROIT APPLICATION FOR MINORITY/WOMAN OWNED BUSINESS ENTERPRISE**](#) – The Civil Rights and Inclusion Office (CRIO) leads the process for Minority/Women owned business certificates
- [**CITY OF DETROIT COMMUNITY HOUSING DEVELOPMENT ORGANIZATION \(CHDO\) APPLICATION**](#) – Complete this application to register as a CHDO
- [**CITY OF DETROIT PLANNING AND DEVELOPMENT DEPARTMENT**](#) – Explore the Planning and Development Department (PDD) to learn more about the City of Detroit’s planning initiatives and strategies.
- [**PRELIMINARY PLAN REVIEW \(PPR\)**](#) - Schedule the required Preliminary Plan Review (PPR) for the Affordable Housing Program NOFA if you have not yet received Site Plan Approval.
- [**HUD AFFIRMATIVE FAIR HOUSING MARKETING PLAN FORM**](#) – Use this form to submit a draft marketing plan.

- [**UNIFORM RELOCATION ACT \(URA\)**](#) - HUD's URA requirements
- [**RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN \(RARAP\) POLICY**](#) – Reference policy when doing Tenant Retention Plan (TRP).
- [**TENANT RETENTION PLAN \(TRP\) TEMPLATE**](#) – Use this template to complete the required Tenant Relocation Plan for PSH projects. Please contact Kyle Ofori for an editable TRP Template at Kyle.Ofori@detroitmi.gov.
- [**2023 HUD HOME RENT LIMITS**](#) – HUD Reference to determine Rent
- [**2023 HUD HOME INCOME LIMITS**](#) - HUD Reference to determine Rent
- [**NOFA APPLICATION**](#) – Please fill out and submit application no later than October 16, 2023.
- [**SUPPORTIVE HOUSING 101**](#) – Visit CSH's website to learn more about Permanent Supporting Housing and helpful tips for developing PSH.
- [**CSH SUPPORTIVE HOUSING SERVICES STAFFING AND BUDGET TOOL**](#) – PSH applicants should utilize the Staffing and Budget tool to estimate comprehensive costs for supportive housing services.
- [**DETROIT CoC POLICY – PROVIDING A LETTER OF SUPPORT FOR PERMANENT SUPPORTIVE HOUSING \(PSH\) DEVELOPMENT PROJECTS**](#) – PSH applicants must follow the Detroit CoC's policy in order to receive a letter of support.

City of Detroit
Housing and Revitalization Department



Housing Rehabilitation and Development Program

**Notice of Funding Availability (“NOFA”)
Application, Instructions, and Required Forms**

September 2023

APPLICATION SUBMISSION

HRD will accept completed electronically submitted applications via DocuSign in compliance with the NOFA. In addition to the primary application form, all applicable Checklist Items in **Attachments 1-12** must be included at the time of final submission of the application. The aforementioned is **due by 11:59pm on October 16, 2023**.

Please note, **for the Affordable Housing Program**, each checklist item requested is required to pass the threshold process. A substantial portion of these requested materials will also be strongly considered during the feasibility and scoring phase of the application review process.

Attachment 13 - Commitment Level Documents Checklist - This attachment is provided for **INFORMATION ONLY**. Projects that receive a Letter of Interest from the City of Detroit will submit these items through a subsequent submission process and **will be due by December 8, 2023**.

For the Affordable Housing Program, Attachments **1-3, 5, and 7-12** are applicable for this submission and are required to pass the threshold review process.

For the Pre-development Loan Program, only **Attachments 1-3 and 6** are applicable.

For Permanent Supportive Housing Projects, only **Attachments 1-5 and 7-12** are applicable for this submission and are required to pass the threshold review process.

File Name Format Requirements

For each document that correlates to an Attachment, please use the following naming system:

Attachment #_Item #_Project Name_2023

(**Example: For the Executive Summary, the File Name would read: 5_A_Orange Grove Heights_2023**) Project Name should NOT exceed 20 Characters (Including Spaces).

Initial: _____

File Size Limitations

Each individual document uploaded is not to exceed 25 MB; with the ability to upload multiple files at a time per attachment. For documents that exceed 25 MB and/or are not in PDF format (i.e. Excel, Word, etc.), please use the File Upload link in **Appendix K** to upload using the same File Name Format required.

Initial: _____

Pre-Application Project Review Meeting Requirement

The Development Team must request a Pre-Application Project Review Meeting using the link provided in **Appendix K**, AND provide the required documents at the time the request is submitted.

Initial: _____

Communications with the City of Detroit HRD Team

All inquiries, project updates, and other communications are to be conducted via email, and sent to HRDNOFA@detroitmi.gov. Any messages sent to individual City of Detroit HRD Team members will not be acknowledged or responded to.

Initial: _____

CITY OF DETROIT HOUSING AND REHABILITATION PROGRAM APPLICATION

1. Application Date:		2. Resubmittal? Yes ☐ No ☐ Original Application Date(s):	
3. Name of Project:			
4. Enter the Full Legal Name of Your Organization:			
5. Federal Tax Identification Number:		6. Organization's DUNS number (if applicable):	
7. Name of Organization Lead Contact:			
8. Phone Number and Email Address:			
9. Mailing Address of the Organization:			
10. City:		11. State:	
		12. Zip:	
13. Street Address of the Organization, if Different from Above:			
14. Please indicate the program you are applying for: ☐ Affordable Housing Program ☐ Pre-Development Loan Program ☐ Permanent Supportive Housing for those Experiencing Chronic Homelessness (PSH)			
15a. Is the project within a 2016 Targeted Multifamily Housing Area (TMFHA)? See Appendix K for link to map. Yes ☐ No ☐		15b. Census Tract Number:	
16a. Is the project either listed in or eligible to be listed in the National Register of Historic Places individually or as part of a historic district. This can also include buildings that are designated by the City as a Local Historic District. 16b. If so, please identify the Historic District name.		Yes ☐ No ☐ _____	
17a. Physical/Street Address of the Project:		17d. Walk Score:	
17b. Boundary Streets of Project Site:		17e. Bike Score:	
17c. Neighborhood of the Project:		17f. Transit Score:	
18. Has the Development Team participated in a Preliminary Plan Review (PPR) Meeting with Buildings, Safety Engineering, and Environmental Department (BSEED)? See Appendix K for link to schedule if "No". Yes ☐ No ☐			
19. Will any Variances or Approvals be required for the following:		Yes	No
☐	Parking	☐	☐

☐	Setbacks	☐	☐
☐	Exterior Envelop Alterations / Changes	☐	☐
☐	Other: _____	☐	☐

20. What is the legal structure of the Applicant?

☐ Individual (Not a Partnership or Corporation)
 ☐ For-Profit Corporation
☐ Partnership
 ☐ Non-Profit Corporation

21. Is the Applicant any of the following?

☐ % Veteran Owned
 ☐ 51% Minority Business Enterprise
☐ 51% Minority Ownership (If For-Profit Applicant)
 ☐ 51% Women Ownership (If For-Profit Applicant)
☐ 51% Minority Leadership (If Non-Profit Applicant)
 ☐ 51% Women Leadership (If Non-Profit Applicant)

22a. Is the borrower a designated Community Housing Development Org. (CHDO) per HOME regulations?
 Yes ☐ No ☐

22b. **If yes**, what is the date of your most recent City of Detroit CHDO certification? Please provide a copy of the most recent certification. Otherwise please submit an application for CHDO certification or recertification.

Date: _____

23. Evidence of Site Control:	☐	Deed
	☐	Purchase/Development Agreement
	☐	Lease Agreement
	☐	Option to Purchase
	☐	Other: _____

24. What type of development is being proposed by your organization with proposed program funding? <i>(Check all applicable boxes)</i>	☐	New construction of multi-family units (4+)
	☐	Purchase/Rehabilitation of Occupied Multi-Family Units (4+)
	☐	Mixed-Use Project Including Office and/or Retail Space
	☐	Preservation Project that Extends Affordability Requirements for Existing Occupied Affordable Housing (Regulated or Naturally Occurring)
	☐	Home Buyer Program
	☐	Adaptive Reuse/ Historic Preservation
	☐	Scattered Site
	☐	Permanent Supportive Housing (PSH)

25. Project Square Footages	☐	Residential: _____
	☐	Commercial (If Applicable): _____
	☐	TOTAL Project Square Footage: _____

26. TOTAL No. of HOME Units			27. TOTAL No. of Parking spaces Provided		
28a. TOTAL No. of Units Proposing to Develop:			28b. No. of Proposed Affordable Units:		
29. Project Timeline – Provide Month and Year:		Acquisition			
		Financial Closing			
		Construction Start			
		Construction End			
		Residential Lease Up			
30. Please indicate Levels of Affordability (Check All that Apply)			☐	Up to 30% AMI	
			☐	40% AMI	
			☐	50% AMI	
			☐	60% AMI	
			☐	70% AMI	
			☐	80% AMI	
			☐	Market Rate	
31. TOTAL Proposed Development Budget for Project:			\$		
32a. AMOUNT of Funding Requested :		\$	32b. Low Income Housing Tax Credits (LIHTC) project: 4% ☐ 9% ☐ N/A ☐ 32c. If a LIHTC project, Qualified Census Tract? Yes ☐ No ☐		
33a. Will the project seek Rental Assistance: Yes ☐ No ☐					
33b. If yes, which Agency will provide Voucher(s)?					
33c. How many Voucher(s) will the project have?					
34. 15 Year Average of Debt Service Coverage Ratio:					
35. Other Funding Sources Beyond LIHTC and Rental Assistance (Check all applicable boxes)					LOI/ Written Commitment Obtained
		☐	AHP		☐
		☐	Historic Tax Credits (HTC)		☐
		☐	Sponsor Equity		☐
		☐	Sponsor Loan		☐
		☐	HUD/MSHDA Mortgage		N/A
☐	Conventional Mortgage		☐		

	☐	Income from Operations	N/A
	☐	Tax Abatement	☐
	☐	Other Grant:	☐
	☐	Other Source:	☐

36. Type of Units to be developed *(Check all boxes that are applicable)*
☐ Apartment ☐ Duplex ☐ Townhome ☐ Detached Single Family

37a. Will the project meet Green Building Initiatives? Yes ☐ No ☐

37b. If yes, which green standard(s) will the Project adhere to?
☐ Enterprise Green Communities ☐ U.S. Green Building Council LEED
☐ Other: _____

38a. Will Broadband Access be provided? Yes ☐ No ☐

38b. If yes, please provide details:

39a. Does the present zoning allow the proposed development?
Yes ☐ No ☐

39b. Is the proposed use considered a conditional use, a regulated use or a controlled use?

39c. What is the present use of the property? _____

40a. Is the project located in a Historic Designated Area/Historic District?
Yes ☐ No ☐

40b. If yes, please provide the Area/District name: _____

41. Are all necessary utilities available on the site? Yes ☐ No ☐

42a. Will project require relocation of existing residents?
Yes ☐ No ☐

42b. Is a relocation plan included in your full application?
Yes ☐ No ☐ N/A ☐

43. Is Davis Bacon Applicable to this project? Yes ☐ No ☐

44. Are any persons employed or contracting with your organization debarred by HUD or the State of Michigan?
Yes ☐ No ☐

45. Are there any other contracting restrictions on the Applicant or Contractor for your development team with any federal or state agency or with the City of Detroit?
Yes ☐ No ☐

46. Has your organization or one of its principals filed for bankruptcy within the past 10 years?
Yes ☐ No ☐

47. To the best of my (our) knowledge and belief, all information in this Application is true and correct. The governing body of the Applicant has duly authorized this document and the Applicant will comply with all applicable HOME, and/or CDBG Program requirements, if funding is awarded according to funding source. Applicant agrees to adhere to all contracting and hiring requirements of the Federal, State, and City government. Applicant understands and agrees that all units redeveloped with funding under this program must be sold or rented to income eligible households.

Initial: _____

48. The undersigned authorizes Housing and Revitalization Department's staff to conduct investigations necessary to establish project feasibility including but not limited to such verifications as employment, credit, construction experience, property ownership and financial condition. It is further authorized that the Department may send requests to receive such information from a lender or lenders so designated by the Developer Applicant for the purpose of securing financial information.

Initial: _____

49. Any person, who knowingly makes a false statement or misrepresentation in this Application or causes such a false statement or misrepresentation to be made, shall be subject to a fine of not more than \$5,000 and/or imprisonment for not more than two years, under provisions of the United States Criminal Code.

Initial: _____

Authorized Representative:

(Signature)

(Please Print Name and Title)

(Date)

ATTACHMENT 1: HUD ENTITLEMENT PROGRAMS MANDATORY ACKNOWLEDGEMENT

"LOBBYING CERTIFICATION"

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies that to the best of his or her knowledge and belief.

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Initial: _____

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Initial: _____

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

Initial: _____

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Division 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$1,000,000 for each such failure.

Witnesses:

1. _____

2. _____

Developer/Owner:

By: _____

Its: _____

Date: _____

ATTACHMENT 2: HOME PROGRAM MANDATORY ACKNOWLEDGEMENT

"CONFLICT OF INTEREST"

The City of Detroit, Housing & Revitalization Department is now required by HUD to include a new Conflict of Interest clause to all contracts. Please be aware that these requirements will apply if you are awarded a contract with the City of Detroit.

The Contractor warrants that its participation in this contract will conform to the requirements of all applicable HOME regulations including Sections 84.42, 85.36 and 570.611 of Title 24 of the Code of Federal Regulations, and further warrants that such participation will not result in any organizational conflict of interest. Organizational Conflict of Interest is defined as a situation in which the nature of work under this contract and the Contractor's organizational, financial, contractual or other interests are such that:

- a. Award of the contract may result in an unfair competitive advantage; or The Contractor's objectivity in performing the contract work may be impaired. Initial: _____
- b. In the event the Contractor has an organizational conflict of interest as defined herein, the Contractor shall disclose such conflict of interest fully in the submission of the proposal and/or during the life of the contract. Initial: _____
- c. The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Director and Executive Manager, which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Housing & Revitalization Department may, however, terminate the contract if it is in best interest of the City. Initial: _____
- d. In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Housing & Revitalization Department, the Department may terminate the contract for default. Initial: _____
- e. The provisions of this clause shall be included in all subcontracts and consulting agreements. Initial: _____
- f. No Federal, state or local elected official, nor any member of the City of Detroit Planning Commission or employee of the Housing & Revitalization Department, nor any corporation owned or controlled by such person, shall be allowed to participate in any share or part of this contract or to realize any benefit from it. This provision shall be construed to extend to this contract if made with a corporation for its general benefit. Initial: _____
- g. No member, officer, or employee of the City of Detroit Housing & Revitalization Department, no member of the governing body of the City of Detroit or any other local government and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof. Initial: _____
- h. The Housing & Revitalization Department reserves discretion to determine the proper treatment of any conflict of interest disclosed under this provision. Initial: _____

Witnesses:

- 1. _____
- 2. _____

Developer/Owner:

By: _____

Its: _____

Date: _____

ATTACHMENT 3: NO CHOICE-LIMITING ACTION AND REQUIRED NEPA REWIND LANGUAGE ACKNOWLEDGEMENT

The undersigned acknowledges, understands, and agrees to the following:

1. A "choice limiting action" shall include any of the following: (1) acquisition of any real property associated with the project, (2) entering into a binding purchase agreement for any real property associated with the project, (3) any improvements to the property or properties associated with a project, (4) any rehabilitation of an existing structure located on property associated with the project, (5) any construction of a new structure located on property associated with the project, or (6) demolition of any existing structure located on property associated with the project.
Initial: _____
2. Upon application for assistance through this NOFA, the Developer and all project participants (i.e. public or private non-profit or for-profit entities, or any of their contractors) agree that neither the Developer nor any project participant shall undertake any "choice limiting action" until the environmental review process is complete, all parties have executed the development and loan agreements for the project, and the City has issued a notice to proceed.
Initial: _____
3. Neither the Developer nor any project participant may undertake any "choice limiting action" between the date of issuance of this NOFA and the date of the notice to proceed from the City. If the City discovers that the Developer or any project participant committed a "choice limiting action" during this time period, then the City may deny funding to an entire project or may disqualify for reimbursement any cost associated with the particular "choice limiting action" and the project may not qualify to apply to any future NOFA or receive support from the City from a federal funding source.
Initial: _____
4. A "choice limiting action" shall NOT include either of the following: (1) an option agreement for the acquisition of real property, or (2) a non-binding purchase agreement. An option agreement is an exclusive right to purchase a property at a specific price within a specified time period without an obligation to purchase. A non-binding agreement establishes that there is no legal obligation on the part of the buyer to purchase the property; that acquisition will proceed only if there is compliance with the HUD environmental requirements.
Initial: _____
5. The following HUD NEPA Rewind Language must be included in purchase/option agreements that are submitted to demonstrate site control:
Notwithstanding any other provision of this Contract, Purchaser shall have no obligation to purchase the Property, and no transfer of title to the Purchase may occur, unless and until the City of Detroit has provided Purchaser and/or Seller with a written notification that: (1) it has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other Contingencies in this Contract, (a) the purchase may proceed, or (b) the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property; or (2) it has determined that the purchase is exempt from federal environmental review and a request for release of funds is not required. The City of Detroit shall use its best efforts to conclude the environmental review of the property expeditiously.
Initial: _____
6. The Developer acknowledges that if a Conditional Award is made to the project, the following will be applicable:
Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of the environmental review and receipt by the City of Detroit of an Authority to Use Grant Funds from the U. S. Department of Housing and Urban Development under 24 CFR Part §58. The parties further agree that the

provision of any funds to the project is conditioned on the City of Detroit's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

Initial: _____

Witnesses:

1. _____
2. _____

Developer/Owner:

By: _____

Its: _____

Date: _____

ATTACHMENT 4 – PERMANENT SUPPORTIVE HOUSING REQUIRED DOCUMENTS CHECKLIST

		ITEM	DESCRIPTION
A	☐	PSH Project Overview (Required)	PSH Project Overview must address the following: • Vision for the PSH project • PSH Project Partners – Name and Lead Contact for PSH Project ○ Developer/Owner ○ PSH Service Provider ○ Property Management Agent ○ Development Consultant (if applicable) • Total Number of Units • Total number of PSH units and bedroom breakout • Total number of non-PSH units and bedroom breakout • Project population • Project timeline • How the project partners define success, goals and/or outcomes that partners will be using to evaluate the housing and services • Inclusion of individuals with lived experience of homelessness during project planning to inform the project's physical design, services and operations and how engagement continues throughout the development process, during lease-up and operations. • Onsite amenities available to PSH tenants at no cost • How furnishings, linens, cleaning supplies, etc. will be provided for tenants moving into PSH units. • Describe how the design of the building, access, planning, staffing, technology, or other elements of operation will help ensure the safety of PSH residents. • Any other project information that may be helpful to share.

B	☐	Developer Experience Narrative (Required)	Provide a narrative that addresses the following: • An overview of the developer's organization and experience developing housing for PSH populations. • Developer Project Staff – Provide a list of internal staff who will be directly involved in the project and their knowledge and understanding of PSH development and operation or how they will increase their knowledge. • Project Experience- Provide a list of the Developer's current PSH projects that are operational, the annual service budget and funding sources. • How will the developer coordinate with the service provider and property management partner during pre-development, construction to prepare for PSH tenant move-in? What role will the developer have during operations to ensure accountability of the property management and services team? • Include any awards for CoC funding that were <u>transferred, terminated, or returned</u> within the last 5 years. Explain the rationale for these actions and if it was done in coordination with the CoC. This would include any Continuum of Care where the developer or development team operated PSH.
C	☐	Supportive Service Provider Experience Narrative (Required)	Provide a narrative that addresses the following: • An overview of the provider's experience providing PSH Services to the identified target population, specifically services that are voluntary and for people who are actively using substances and/or engaging in other risky activities and have untreated/unmanaged mental health disorders. • Service Provider Lead Staff – provide a list of internal staff who will be working directly on this project during the pre-development and operations, include title and their role with this project. • If the partner has provided services in PSH before, what outcomes have been tracked to evaluate the effectiveness of services? • If the partner has not provided services in PSH, what steps will they take to ramp up including building knowledge and capacity, developing policies and procedures, hiring and training of staff, etc.? • How will the service provider uphold Housing First and Harm Reduction principles in service delivery? • PSH projects will be required to enter data into Homeless Management Information System (HMIS) in accordance with local HMIS data quality policies. How will project partners ramp up to meet the HMIS requirement, including staff training for HMIS user licenses and cost associate with using the HMIS system? Which partner will have staff that are HMIS licensed users and entering data? Does the supportive services provider have experience entering data in HMIS? Outline experience

			including number of years of experience, tracking outcomes in HMIS or other and ensuring data quality. • Include any awards for CoC funding that were transferred, terminated, or returned in the last 5 years. Explain the rationale for these actions and if it was done in coordination with the CoC. This would include any Continuum of Care where any of the development team member operate PSH.
D	☐	Property Management Experience Narrative (Required)	Provide a narrative that addresses the following: • An overview of their experience managing supportive housing projects that are taking referrals from the Coordinated Entry system and experience working with PSH tenants? • Property Manager Lead Staff – provide a list of internal staff who will be working directly on this project and their experience with managing PSH projects, specifically those that are solely taking referrals from coordinated entry? • What PSH outcomes have been tracked by property management? • How does property management uphold Housing First and Harm Reduction in their work? • What training is provided to onsite property management staff to understand PSH and the target population? • How many property management staff will be dedicated to this site? Will they have an office on site? If not, how will they work with tenants for lease-up and ongoing property maintenance concerns? • Relationship building between property management and service staff is imperative, how will you ensure minimal staff turnover at the property?
E	☐	CSH Supportive Housing Quality Checklist for Permanent Supportive Housing (Required)	CSH, a national non-profit, works to promote the development of quality PSH throughout the country and works to advance affordable housing aligned with services an approach to help people thrive, by advocating for effective policies and funding, equitable investing in communities, and strengthening the PSH field. CSH developed Quality SH Standards to identify aspects of a high-quality PSH project. For more information about the Standards please visit the link included in Appendix K. PSH Project Teams (developer, service partner, property management) should complete the Checklist together and respond honestly. The Quality Checklist (instructions included at the end this application) was developed for PSH that are in the development phases to identify where its meeting quality and identify opportunities to improve. Instructions for completing the checklist: • List the team members that worked together to complete the checklist • For each standard, select “yes”, “no”, or “partial” • If yes is checked, under documentation add where commitment is outlined (i.e. memorandum of understanding, tenant selection plan, service plan, etc.).

			Responding “partial” or “no” to items on the Checklist will <u>not</u> impact funding. Based on completion of the CSH Quality Checklist, identify two specific standards to which project partners responded no or partial and outline steps that partners can take to align with these standards? What support is needed?
F	☐	Tenant Selection Plan (Required)	Attach the Property’s Tenant Selection Plan (TSP) that demonstrates an understanding of and commitment to Housing First and Harm Reduction principles. <u>PSH project utilizing MSHDA HCV project-based vouchers cannot add any additional screening criteria beyond MSHDA’s.</u> Partners should demonstrate a commitment to reducing barriers for PSH applicants. Ensure that the following items are addressed: • Target population(s), • Application and screening processes including any criminal, eviction history, and credit screening processes and details of any appeal process. • How will the project partners work with HAND - the local HMIS lead, CAM – local Coordinated Entry system, and MSHDA Housing Agents (if applicable) to identify, screen, and lease-up SH tenants? How will decisions about applicants be made? • How does PSH project’s screening criteria align with MSHDA’s Housing Choice Voucher (HCV) minimum screening criteria and where is that reflected in your TSP? • What are the reasons that an applicant would be denied housing? • Describe how the service provider and property manager will work together to prevent PSH tenants returning to homelessness, specifically PSH tenants who are noncompliant with their lease, who have behavioral concerns, and/or are unwilling to engage in services. How would Housing First principles impact how the property manager and support services response and what their specific roles and responsibilities will be. • What are the roles of property management and service provider to prevent evictions? • What actions or circumstances would constitute an eviction, mutual rescission, or non-renewal of lease of PSH tenants?

G	☐	Project Memorandum of Understanding (MOU) (Required)	The PSH development team must submit written agreement between the developer/ownership, management company, and service provider(s) that outlines: • Description of each partners role during the development phase and during operations • Responsibilities of each partner • Frequency that the MoU will be reviewed and revised • Define key shared terms • Principles and values that are guiding the PSH Project Team • Project outcomes that will be tracked including PSH tenant and property goals • Funding responsibilities – who is responsible for raising funds for the supportive services and any other costs that are included in the capital and operating budgets, such as PSH tenant furnishings, linens, etc. • Description of the project partners commitment Housing First and Harm Reduction and how it impacts their roles and responsibilities • How partners make decisions during the development and operations phase • How will partners coordinate? • What is the accountability structure? How will the developer/owner hold property management and services accountable to their responsibilities? • What happens if a partner leaves the project? Note: Coordinated Entry System will enter into the MOU with partners, if the project receives a Letter of Support from the CoC
H	☐	PSH Supportive Service Plan and Service Budget (Required)	Attach PSH Supportive Service Plan, Service Staffing Plan and Service Budget that addresses the following: PSH Supportive Service Plan should be comprehensive and address the following (minimally): • Describes the target population’s service needs. • Service delivery goals, outcomes that will be tracked, and data collection methods. • Select one of the service delivery models the Service Provider will be utilizing. (Please reference Appendix K: Forms and Documents Reference Links) ○ Assertive Community Treatment ○ Critical Time Intervention ○ Tenant Support Services ○ Intensive Case Management ○ Other: Please define and must the PSH staff FTE-to-tenant ratio and supervisor to staff ratio • List the supportive services that will be available to tenants during the application and lease-up phase, move-in/first few weeks phase, and ongoing.

			• Who provides the services (direct or through community partners) • Where will services be provided (project site, community-based location, etc) and how will tenants access services • The days/hours that staff will be available to provide services, • What are the various ways that service staff will engage PSH tenants, understanding that services are voluntary • How will tenant feedback will be sought and utilized to improve service delivery • How language and literacy barriers are addressed and how staff are responsive to the varying backgrounds and cultures of PSH tenants • What are the types of harm reduction services that will be made available to PSH tenants? Provide an example of what harm reduction looks like in action for property management and services staff that centers PSH tenants' safety and housing stability. • Staffing roles and how many staff will be in each role (i.e.: housing-based case management staff, supervisory staff, peer support specialist, administrative support, etc.). Include the PSH tenant to housing-based case manager ratio. Ratio should match the service plan selected. PSH Service Budget: • Budget should outline the annual cost to provide services to PSH tenants based on the Service Plan and Staffing plan. • What are the staffing costs (based on Staffing plan, what is the estimated salary for each role and total number of staff for each role) • In addition to staffing costs, what are other service-related costs? Such as professional development/training, technology for staff, Transportation/mileage, data and evaluation, resident council/training, etc. • What is the plan to fund the supportive services for the PSH project? What are the funding sources that project partners will pursue and the amount from each source? • If you currently have PSH units, how are services currently funded? While Medicaid is a helpful funding source, not all SH services are Medicaid billable and some SH tenants will not meet Medicaid requirements. With that said, describe your ability/plan to leverage Medicaid resources (ie. bill directly, partner, etc.) to finance applicable services, including the amount of Medicaid funding you anticipate being able to leverage and how that amount was determined. What is your experience braiding Medicaid and non-Medicaid sources pay for PSH service staffing?
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ATTACHMENT 5: ACKNOWLEDGEMENT OF OTHER CITY OF DETROIT NOFA REQUIREMENTS

1. **Marketing:** The City of Detroit's Central Affordable Housing Portal ("AH Portal") is a web-based tool that tracks and promotes available affordable housing units in Detroit. Developers benefit from the AH portal by gaining free marketing of their properties and any available affordable units, and prospective tenants benefit from the AH portal by having one source to search and review information on affordable places to live. As a condition to receiving funds from the City of Detroit, applicant hereby agrees to provide City staff with current property listing information to include in the AH Portal ("Property Listing"), including property amenities, rent, and income eligibility information, property contact information, application information, and available affordable units. Further, applicant agrees to keep their Property Listing current by updating any changes in contact information and affordable units available for lease. As Applicants have immediate vacancies and/or have exhausted their tenant waitlists, Applicant agrees to periodically update their Property listing to market such vacancies. To use the AH Portal, City staff will provide developer and their property managers credentialed logins to post their property listings.
Initial: _____

2. **Housing Choice Vouchers:** As a condition to receiving funds from the City of Detroit, the Developer hereby agrees to accept prospective residents with Housing Choice Vouchers who would otherwise qualify for the Development and will allow prospective residents to use a Housing Choice Voucher unless Project Based Rental Assistance is in place for the unit. The Developer understands a higher rent cannot be charged for units with Housing Choice Vouchers. Restricted AMI rents will apply to all affordable units.
Initial: _____

3. **Project Plan Review:** As a condition to receiving funds from the City of Detroit, the Developer hereby agrees to have a concept plan approval meeting with the City of Detroit Planning and Development Department prior to submitting an application to the NOFA.
Initial: _____

4. **Ongoing Compliance:** As a condition to receiving funds from the City of Detroit, the Development Team (Developer, Co-Developer, and Consultant) do hereby certify that no members of the Development Team have outstanding non-compliance findings for any of their active City of Detroit funded projects regarding Section 3, Davis-Bacon prevailing wages, ongoing Environment Compliance, or Asset Management Reviews; including but not limited to ensuring that all CHDO certifications are current.
Initial: _____

5. **Existing Loan Status:** As a condition to receiving funds from the City of Detroit, the Development Team hereby certifies that to the best of their knowledge they are current on all payment requirements for all other City of Detroit funded projects in their portfolio. In the event it is determined there are outstanding amounts due, the processing of the application to this NOFA may be suspended or terminated until the outstanding amounts are paid at the sole discretion of HRD.
Initial: _____

6. **Build America, Buy America (BABA) Act:** As a condition to receiving funds from the City of Detroit, the Development Team – a “Non-Federal Entity” - hereby certifies that they will comply with the following BABA and the Buy American Preference (BAP) requirements unless they have obtained a waiver:

- The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee’s infrastructure project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates are subject to BABA requirements, unless excepted by a waiver.

When applicable, the BAP requires that all iron, steel, manufactured products ,and construction materials used in covered infrastructure projects be produced in the United States. Developers subject to the BAP must document compliance or the specifically applicable waiver of the BAP with:

- A copy of the applicable waiver(s),
- Certification(s) from the producer/manufacturer of Covered Materials,
- Certification(s) form the Contractor or entity performing the Covered Activities,
- Self-Certification(s) as to compliance, or
- A combination of one (1) or more of the aforementioned.

Initial: _____

ATTACHMENT 6 – PRE-DEVELOPMENT LOAN PROGRAM REQUIRED DOCUMENTS

**Affordable Housing Program and Permanent Supportive Housing Applicants Should Go To
“Attachment 7 – Affordable Housing Program General Requirements Checklist”**

ITEM #		ITEM	DESCRIPTION
A	☐	Executive Summary (Required)	Include development narrative and timeline for acquisition financial packaging, design development, construction start/end dates, and lease-up
B	☐	Developer Experience Narrative (Required)	Please provide a narrative that includes the following: Developer organizational overview – Provide an overview of the developer’s organization and if the organization has any presence within Detroit including the nature of any work in Detroit. <i>(2 paragraph max.)</i> Developer project staff – Provide a brief list of internal staff who will be directly involved in the project with their title and role for the proposed project and their relevant experience, and capacity to take on such a role. <i>(1 paragraph max per internal staff member)</i> Current scope of work – Provide a list of all of the Developer’s current development projects including each project’s name, location, number of units, projected completion dates, sources of financing and total development budgets. If the Developer is currently managing development projects, please describe how the Developer will manage the proposed project in addition to its current obligations <i>(1 paragraph max.)</i> Project experience – Provide a list of all of the comparable rental housing projects the Developer has completed in the last 5 years including the projects’ name, location, completion date, number of units, sources of financing, high-level timelines, and total development budget. Please highlight any development projects that were financed by Neighborhood Stabilization Program 1 or 3, CDBG or HOME funds. If the Developer has not completed a rental housing development in the last 5 years, please describe the most relevant activities the organization has completed and how exactly these activities have prepared the Developer for the proposed project. <i>(1 paragraph max.)</i>
C	☐	Development Team Experience Narrative (Required)	The Development Team includes but is not limited to the Co-Developer, General Contractor, Owner’s Rep, Architect, Engineer(s), Development Consultant, Property Management Company, and Borrower’s Attorney (if applicable). For <u>each entity</u> secured, please provide the following: Organizational overview – Provide an overview of the organization and if the organization has any presence within Detroit including the nature of any work in Detroit. <i>(2 paragraph max.)</i> Provide contact information and a resume for the individuals of the organization that

			will be responsible for the work to be performed on the project.
D	☐	Board of Directors Information (Required If Applicable)	Provide brief bios, including current occupation, of the developer's Board of Directors.
E	☐	REO Schedule (Required)	Schedule of real estate including value (and how it is determined), real estate debt, borrower's share of equity, NOI, debt service, cash flow, borrower's share of cash flow and current occupancy levels. If the developer does not currently own any real estate, attach a schedule indicating "None".
F	☐	Evidence of Site Control / Plan For Site Control (Required)	Site control must be demonstrated for every parcel of land proposed within the project definition. For developers that do not have site control yet, outline the timeline and process for acquisition and estimated costs for acquisition. Any purchase/option agreements must include the required HUD Rewind Language.
G	☐	Survey (Optional)	
H	☐	Zoning Documents (Optional)	Evidence of proper zoning or application for rezoning
J	☐	Site Utility Plan (Optional)	
K	☐	Detailed Scope of Work or Plans & Specs (Optional)	
L	☐	Photos / Renderings / Images (Required)	High quality photos of the building's exterior and interior (if rehab) or high-quality renderings / precedent images (new construction)
M	☐	Tentative Construction Schedule (Required)	Draft to be completed by General Contractor
N	☐	Project Timeline (Required)	Must include the projected dates of acquisition, construction start, certificate of occupancy, 100% occupancy of City assisted units, stabilized occupancy.
O	☐	Evidence of Application for all Sources of Financing (Optional)	Letters of Intent and/or term sheets are preferable. Market study requests are sufficient evidence for applicants applying for MSHDA 9% LIHTC.
Q	☐	Section 3 Intent to Comply Document (Optional)	Attach the Section 3 Intent to Comply document. A link to this document is included in Appendix K . Please see Appendix D for additional information.

R	☐	Section 3 Plan – Developer and General Contractor Document (Optional)	Attach the Section 3 Plan – Developer and General Contractor document. A link to this document is included in Appendix K . Please see Appendix D for additional information.
S	☐	Proof of Certificate as a Minority/Women Owned Business Enterprise (Optional)	Provide documentation showing the developer is certified as a Minority/Woman Owned Business Enterprise. A link to this the certification process is included in the NOFA (Appendix K).
T	☐	City of Detroit approval as a Community Housing Development Organization (CHDO) (Optional)	Provide documentation showing the developer has received City of Detroit approval as a Community Housing Development Organization (CHDO). See Appendix K for link.
V	☐	Community-Based Development Organization (CBDO) Certification (Optional)	Provide documentation showing the developer has received City of Detroit approval as a Community-Based Development Organization (CBDO). Please email HRDNOFA@detroitmi.gov to learn more about the CDBO Certification Process.
W	☐	Evidence of Historic designation (Optional)	
X	☐	Targeted Multifamily Housing Area (TMFHA) (Required If Applicable)	If this is a new construction and/or a rehab project, provide a detailed map outlining the Multifamily Housing Area that the project is located within .
Y	☐	Alignment with City Goals: Priority Projects (Optional)	Provide information on how the project qualifies for one of the City priority project categories. For projects that are considered an initiative tied to a City planning study, please provide a brief summary of the City planning study and how the project is formally considered an initiative of said study. Please provide any relevant and available hyperlinks to further outline these details. <i>(1 paragraph max)</i>
Z	☐	Development Proforma (Required)	Developers are strongly encouraged to use the HRD Rental Development Proforma or the MSHDA LIHTC application proforma templates. Links to templates for the proformas are provided in Appendix K of the NOFA and on the HRD website. The proforma will only be accepted in excel format with formulas. The Development Proforma Instructions included at the end this application provide additional guidance on how to prepare a proforma for the development.
AA	☐	Letters of Intent From All Equity Funding Sources & Grant Award Notifications Included In the Proforma (Required)	Provide Letters of Intent from all equity funding sources and grant award notifications for grant funding included in the proforma (if applicable). In lieu of Letters of Intent, proof of application for funding should be supplied.

			All Letters of Intent must be dated within six (6) months of the funding round deadline.
BB	☐	List of Potential Expenses for Pre-Development Loan Funds (Required)	Depending on the nature of the project, eligible expenses can include: Environmental Testing Technical Assistance (i.e. Development Consultants, Environmental Consultants) Architectural fees Engineering Fees Surveying Legal Fees Acquisition (for Non-Publicly Owned Land)
CC	☐	Explanation of Failure to Complete Previous Development(s) (Required if Applicable)	Provide an explanation of any project(s) that the Developer received a Conditional Award for in a prior NOFA, and the Developer rescinded their request – canceling the Conditional Award.
DD	☐	Preliminary Plan Review (PPR) Summary - (Required)	Provide the “Preliminary Plan Review Summary” provided by BSEED with their feedback. If not available, provide the date of the scheduled Preliminary Planning Review (PPR) meeting with the Buildings, Safety Engineering, and Environmental (BSEED) Department. See Appendix K for link to schedule. If the project has obtained Site Plan Approval, provide the Site Plan Approval Letter. Note that the project will still be subject to the Design Review Process with the Planning and Development Department (PDD).

ATTACHMENT 7 – AFFORDABLE HOUSING PROGRAM GENERAL REQUIREMENTS CHECKLIST

		ITEM	DESCRIPTION
A	☐	Executive Summary (Required)	Provide a one-page executive summary stating the reasons for pursuing this NOFA and the reason the City should seriously consider this project/organization for funding. Include a development narrative and a concise summary of the acquisition, design and construction timeline including projected lease-up and/or sales dates.
B	☐	Developer Experience Narrative (Required)	Please provide a narrative that includes the following: Developer organizational overview – Provide an overview of the developer’s organization and if the organization has any presence within Detroit including the nature of any work in Detroit. <i>(2 paragraph max.)</i> Developer project staff – Provide a brief list of internal staff who will be directly involved in the project with their title and role for the proposed project and their relevant experience, and capacity to take on such a role.

			<i>(1 paragraph max per internal staff member)</i> Current scope of work – Provide a list of all of the Developer’s current development projects including each project’s name, location, number of units, projected completion dates, sources of financing and total development budgets. If the Developer is currently managing
C	☐	Development Team Experience Narrative (Required)	The Development Team includes but is not limited to the Co-Developer, General Contractor, Owner’s Rep, Architect, Engineer(s), Development Consultant, Property Management Company, and Borrower’s Attorney (if applicable). For <u>each entity</u> secured, please provide the following: Organizational overview – Provide an overview of the organization and if the organization has any presence within Detroit including the nature of any work in Detroit. <i>(2 paragraph max.)</i> Provide contact information and a resume for the individuals of the organization that will be responsible for the work to be performed on the project. Project experience: Provide a list of all of the comparable rental housing projects the entity has completed in the last 3 years including the projects’ name, location, completion date, and number of units. Please highlight any development projects that were financed by Neighborhood Stabilization Program 1 or 3, CDBG or HOME funds. Please indicate whether or not a management agent has been secured for the proposed project. If a management agent has been secured, please provide a brief description on the agent’s experience in managing restricted units and maintaining ongoing compliance.

D	☐	Program Scope and Feasibility Narrative (Required)	Program Scope – Provide an overall description of the project including the number of floors, common space, parking spaces, and/or commercial space; as well as the overall rental composition including the number of units, bedroom types, amenities, rents, and anticipated income restrictions. If this is a project that is part of a larger initiative (by building, block, or neighborhood), please describe the larger initiative in detail. List of Funding Sources – provide a list of all other sources of financing. For each additional source of financing, please include funding amounts, key business terms, and conditions that must be satisfied before each funder is willing to close. Methods to Ensure Cost Effectiveness – Provide a brief overview as to how the developer uses a creative approach to financing or cost containment to meet affordable housing needs. <i>(1 paragraph max)</i> Explanation of projected rents – Provide a brief synopsis of the market study (if available) and how it relates to the projected rents within the proposal. If the market study has not been completed, describe how the proposed rents have been determined. <i>(1 paragraph max)</i>
E	☐	Board of Directors Information (Required If Applicable)	Provide brief bios, including current occupation, of the developer's Board of Directors.
F	☐	Explanation of Failure to Complete Previous Development(s) (Required if Applicable)	Provide an explanation of any project(s) that the Developer received a Conditional Award for in a prior NOFA, and the Developer rescinded their request – canceling the Conditional Award.
G	☐	Emerging LIHTC Developer Narrative (Required If Applicable)	Please provide a narrative that includes the following: Developer organizational overview – Provide an overview of the developer's organizational structure identifying the Emerging Developer with no less than 25% interest in the General Partnership or as a Managing Member of the partnership (earning a percentage of the paid and deferred developer fee at least equal to their parentage of the ownership). Emerging Developer experience – Provide an overview of the Emerging Developer's previous real estate and LIHTC development experience. Emerging Developer Plan for Development – Provide an overview detailing the Emerging Developer's future plans for developing affordable housing in the City of Detroit. This should be inclusive of past, current, and future goals. Emerging Developer Relationship – Provide sufficient documentation to demonstrate that the Emerging Developer does not have any relation to other General Partners or any other development entity that would qualify for points.

ATTACHMENT 8 – AFFORDABLE HOUSING PROGRAM DEVELOPER FINANCES CHECKLIST

		ITEM	DESCRIPTION
A	☐	Financial Statements of Sponsor/Guarantor - For Profit (Required if Applicable)	Provide audited, unconsolidated financial statements that present the “parent-only” (i.e., borrower) financial position for the past 3 years; Include consolidating schedule. Financials that are at least 90 days within application date including statement of financial position; statement of activities; statement of cash flows. Board approved budget for current fiscal year. Cash flow projections for 2 years.
B	☐	Financial Statements of Sponsor/Guarantor – Nonprofit (Required if Applicable)	Provide tax returns for the last 3 years (990s or personal tax returns for each party with 20% or greater ownership). Signed, current PFS statement for each party with 20% or greater ownership. Required for personal guarantees and allows pulling of credit report.
C	☐	Real Estate Owned (REO) Schedule (Required)	Schedule of real estate owned by the developer including value (and how it is determined), real estate debt, borrower’s share of equity, NOI, debt service, cash flow, borrower’s share of cash flow and current occupancy levels. NOTE: Email HRDNOFA@detroitmi.gov if you would like a template to use.
D	☐	Development Financial Statements (Required if Applicable)	For currently occupied and operating projects only, provide operating financial statements for the most recent 3 years.

ATTACHMENT 9 – AFFORDABLE HOUSING PROGRAM READINESS TO PROCEED CHECKLIST

		ITEM	DESCRIPTION
A	☐	Project Timeline (Required)	Must include the projected dates of acquisition, construction start, certificate of occupancy, 100% occupancy of City assisted units, stabilized occupancy.
B	☐	Evidence of Site Control (Required)	Site control must be demonstrated for every parcel of land proposed within the project definition. Any purchase/option agreements must include the required HUD Rewind Language.
C	☐	Preliminary Plan Review (PPR) Summary - (Required)	Provide the “Preliminary Plan Review Summary” provided by BSEED with their feedback. If not available, provide the date of the scheduled Preliminary Planning Review (PPR) meeting with the Buildings, Safety Engineering, and Environmental (BSEED) Department. See Appendix K

			for link to schedule. If the project has obtained Site Plan Approval, provide the Site Plan Approval Letter. Note that the project will still be subject to the Design Review Process with the Planning and Development Department (PDD).
D	☐	Site Plan Approval - (Optional)	Provide evidence of the site plan approval from the Buildings, Safety Engineering, and Environmental Department (BSEED).
E	☐	Evidence of Historic Designation (Optional)	Provide evidence of the historic designation of the property.
F	☐	Letter of Support from Continuum of Care Organization (PSH Projects ONLY – Required)	Provide a letter of support from the Continuum of Care Organization as evidence of your commitment to take all references through the Coordinated Entry Process.
G	☐	Letter of Support from Veterans Administration (Projects with Veterans Preference ONLY – Required)	Provide a letter of support from the Veterans Administration indicating their support for the project.

ATTACHMENT 10 – AFFORDABLE HOUSING PROGRAM GOALS & REQUIREMENTS CHECKLIST

		ITEM	DESCRIPTION
A	☐	Section 3 Experience and Future Outreach Narrative (Required)	Please update your Section 3 information. Do not submit old information and documents prior to 2019. Attach a statement with updated future outreach efforts to comply with Section 3 requirements under 24 CFR Part 75. If the developer has had Section 3 experience within the past 5 years , please provide a list of projects, addresses, number of units, total development costs, and how the project met Section 3 compliance. If the developer does not have previous experience complying with Section 3 requirements, attach a statement indicating as such and include if other members of the development team have experience complying with Section 3 requirements, especially experience under the new Section 3 regulation, 24 CFR Part 75 .
B	☐	Section 3 Plan – Developer and General Contractor Document (Required)	Attach the Section 3 Plan – Developer and General Contractor document. A link to this document is included in Appendix K . Please see Appendix D for additional information.
C	☐	Section 3 Intent to Comply Document (Required)	Attach the Section 3 Intent to Comply document. A link to this document is included in Appendix K . Please see Appendix D for additional information.

D	☐	Proof of certificate as a Minority/Women Owned Business Enterprise (Optional)	Provide documentation showing the developer is certified as a Minority/Woman Owned Business Enterprise. A link to this the certification process is included in the NOFA (Appendix K).
E	☐	City of Detroit approval as a Community Housing Development Organization (CHDO) (Optional)	Provide documentation showing the developer has received City of Detroit approval as a Community Housing Development Organization (CHDO). See Appendix K for link.
F	☐	Community-Based Development Organization (CBDO) Certification (Optional)	Provide documentation showing the developer has received City of Detroit approval as a Community-Based Development Organization (CBDO). Please email HRDNOFA@detroitmi.gov to learn more about the CDBO Certification Process.
G	☐	Targeted Multifamily Housing Area (TMFHA) (Required If Applicable)	If this is a new construction and/or a rehab project, provide a detailed map outlining the Multifamily Housing Area that the project is located within
H	☐	Alignment with City Goals: Priority Projects (Optional)	Provide information on how the project qualifies for one of the City priority project categories. For projects that are considered an initiative tied to a City planning study, please provide a brief summary of the City planning study and how the project is formally considered an initiative of said study. Please provide any relevant and available hyperlinks to further outline these details. <i>(1 paragraph max)</i> For projects that are considered a preservation of current affordability (NOAH or income restricted), describe how exactly the project qualifies as NOAH and how exactly this proposed project will protect and preserve its current affordability. For income-restricted projects, describe the current sources of funding, their related income restrictions, and potential expirations. <i>(2 paragraphs max)</i> For projects that are considered permanent supportive housing, describe any targeting for special populations, including if and how this project is to be completed in coordination with the continuum of care, the accommodations, and services to be provided in order to meet the needs of the special population, and any Federal or other subsidy being brought to the project based upon this targeting. <i>(1 paragraph max)</i>
I	☐	Green Building Initiatives (Optional)	For projects that meet either of the below green standards, describe the project's adherence to the chosen standard and the related potential long term cost savings. Enterprise Green Communities: New Construction Mandatory +35 Optional; Moderate Rehabilitation Mandatory +30 Optional; Substantial Rehabilitation Mandatory +30 Optional U.S. Green Building Council LEED: Certified, Silver, Gold, or Platinum.

J	☐	Broadband Access (Optional)	If interested in being considered for points for providing broadband access, provide a written agreement to commit to providing complimentary, high-speed internet access in common areas. If interested, please also provide a written agreement to commit to providing dedicated computers (a ratio of 1 computer per 10 units) with complimentary high-speed internet access. To ensure compliance, commitments will become a loan covenant.
K	☐	General Information Notice (GIN) (Required if Applicable)	For projects with existing residents, provide a copy of the General Information Notice (GIN) to be distributed to residents at time of application. For more information, see Uniform Relocation Act (URA) resource linked in Appendix K .

ATTACHMENT 11 – AFFORDABLE HOUSING PROGRAM PROJECT FINANCING CHECKLIST

		ITEM	DESCRIPTION
A	☐	Development Proforma (Required)	Developers are strongly encouraged to use the HRD Rental Development Proforma or the MSHDA LIHTC application proforma templates. Links to templates for the proformas are provided in Appendix K of the NOFA and on the HRD website. The proforma will only be accepted in excel format with formulas. The Development Proforma Instructions included at the end of this application provide additional guidance on how to prepare a proforma for the development.
B	☐	Letters of Intent From All Equity Funding Sources and Grant Award Notifications Included In the Proforma (Required)	Provide signed Letters of Intent from all equity funding sources and grant award notifications for grant funding included in the proforma. All Letters of Intent must be dated within six (6) months of the funding round deadline.
C	☐	Evidence of Application for All Sources of Financing (Required)	Lender Letters of Intent (LOI) and/or term sheets are preferred for all sources of financing included in the proforma. For any sources that an LOI or term sheet has not been obtained, provide evidence that an application has been submitted and provide a detailed explanation of the status of the application and when an LOI or term sheet will be provided. An LOI or term sheet must be provided with the commitment level documents for all sources other than MSHDA funds that are contingent upon an award of LIHTCs for the source to be considered secured for scoring purposes.
D	☐	Project Based Vouchers (PBV) Award Letter or Evidence of Application (Required If Applicable)	Provide award letters or evidence of application for any project based rental assistance vouchers included in the proforma.

E	☐	Rent Roll (Currently Occupied and Operating Projects Only) (Required if Applicable)	The rent roll must include affordability restriction, lease terms and tenant annual income by unit. Please remove any sensitive information such as tenants' social security numbers, etc.
F	☐	Utility Allowance Calculation (Required)	Attach schedules showing how the utility allowance for each unit type was calculated. Indicate which utility table was used, which utilities the tenant is responsible for paying, and each applicable utility item.

ATTACHMENT 12 – AFFORDABLE HOUSING PROGRAM CONSTRUCTION AND ENVIRONMENTAL CHECKLIST

		ITEM	DESCRIPTION
A	☐	AIA Document A305-1986 Contractor's Qualification Statement (Required)	
B	☐	Detailed Scope of Work or Plans & Specs (Required)	
C	☐	Zoning Documents (Required)	Provide evidence of proper zoning or application for rezoning to confirm that variances will not be required.
D	☐	Letter of Confirmation of City Approvals and Permits (Optional)	
E	☐	Site Survey (Required)	Provide the site survey for the development.
F	☐	Site Utility Plan (Required)	Provide the site utility plan for the development.
G	☐	Building/Site Images (Required)	Provide high-quality photos of building/site's exterior and interior (Rehab or Preservation) OR high-quality renderings (New Construction)
H	☐	Trade Payment Breakdown (TPB) (Required)	Provide a draft Trade Payment Breakdown (TPB) that has been completed by the general contractor
J	☐	Tentative Construction Schedule (Required)	Provide a draft tentative construction schedule that has been completed by the general contractor

ATTACHMENT 13 - AFFORDABLE HOUSING PROGRAM COMMITMENT LEVEL CHECKLIST

Due December 8, 2023

THIS ATTACHMENT IS PROVIDED FOR INFORMATION ONLY. PROJECTS THAT RECEIVE A LETTER OF INTEREST FROM THE CITY OF DETROIT WILL SUBMIT THESE ITEMS THROUGH A SUBSEQUENT SUBMISSION PROCESS.

		ITEM	DESCRIPTION
A	☐	Market Study (Required)	The market study should be both site and project specific, and no less than one year old. Homebuyer projects must provide a market analysis that supports the sales prices included in the budget/financial model for the project.
B	☐	ASTM Phase I – Environmental Site Assessment (ESA) (Required)	MSHDA Phase I preferred, if available. Phase I ESA does not need to be printed.
C	☐	Additional Environmental Due Diligence Documents (Optional)	Including Phase II ESA, BEA, Response Activity Plan, etc.
D	☐	Capital Needs Assessment (Required if Applicable)	Provide a capital needs assessment for preservation/rehab projects.
E	☐	Affirmative Fair Housing Marketing Plan (Required)	Applicants will need to submit a draft Affirmative Fair Housing Marketing Plan. A link to the HUD form is included in Appendix K of the NOFA.
F	☐	Tenant Relocation Plan - Occupied Only (Required if Applicable)	A tenant relocation plan must be submitted that meets both the requirements of the Uniform Relocation Act (URA) as well as the City standards as discussed in the NOFA. Include the General Information Notice (GIN) that was issued to the residents of the property at the time the NOFA Application was submitted. See Appendix K in the NOFA for a link to Uniform Relocation Act (URA).
G	☐	Primary Market Area AMI and Summary (Required)	Provide information from the Market Study summarizing household incomes of the project area.
H	☐	Letter of Support from Detroit Continuum of Care (Required)	Provide letter of support from the Continuum of Care as evidence of your alignment with CoC Priorities and expectations and commitment to take all tenant referrals through the Coordinated Entry Process.
I	☐	Other Requested Project Documents	Attach any additional items that have been requested by HRD that were identified during the Threshold Review process.
J	☐	Executed Partnership Agreement (Required if Applicable - for Emerging Developer Projects)	Provide a fully executed Partnership Agreement between each Partner/Entity/Member – minimally identifying: • A comment to remain a part of the Ownership Entity for the minimum Compliance Period as confirmed by the City of Detroit; • Roles and responsibilities of each Partner/Entity/Member for the duration of the Development and Operational periods; • The length of time each Partner/Entity/Member will be a part of the Ownership Entity; • The Developer Fee amount for each Partner/Entity/Member; and

			• Which Partner/Entity/Member will provide the guarantees for the equity investment and construction financing.
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DEVELOPMENT PROFORMA INSTRUCTIONS

As mentioned above, developers are strongly encouraged to use the HRD Rental Development Proforma template. If a development proforma is required by MSHDA for Low Income Housing Tax Credits, the Developer may submit that proforma. Links to both of these templates are provided in the NOFA and on the HRD website. Otherwise, the Developer must include all of the following elements in excel format:

- Sources and Uses
- Schedule of Rents by Unit Type (including utility allowances)
- Stabilized Operating Income & Expenses
- Rent Roll (if applicable)
- 20-year Operating Projection
- Construction and Lease-Up Period Cash Flow

Sources and Uses

The Developer is responsible to ensure that all project development costs are accounted for in the submitted development budget, and that proposed sources of funding are adequate. Failure to provide adequate development costs and sources may result in the proposed project not receiving funding upon review. The project costs must comply with the following:

Construction Costs

At the time of application, the Developer must submit itemized cost estimates from the project architect or other qualified cost estimator to substantiate the construction costs in the development budget and indicate if it is expected that Davis Bacon requirements will apply to the project. The application must also state whether the Developer has solicited or received any proposals (bids) from general contractors.

Initial: _____

Builder Overhead and Profit and General Requirements

The contractor will be governed by the following maximum ratios: Contractor Fee/ Profit-6%, Overhead -2%, and General Conditions -6%. The City of Detroit may consider higher percentages for these fees if MSHDA or other funder approves higher percentages. The application narrative must state how the estimated amounts for builder fee / profit, general requirements, and general overhead in the construction budget were determined. The City of Detroit may also consider an exception to these percentage amounts for developments with a small number of units.

Initial: _____

Owner's Hard Cost Construction Contingency Requirements

The Developer must use the following contingency standards in preparing the development budget:

- Use a five percent (5%) contingency for new construction projects
- Use a twelve and a half percent (12.5%) contingency for rehabilitation projects
- Use a fifteen percent (15%) contingency for historic rehabilitation projects

Initial: _____

City Legal Fees

The City requires Developers of HOME assisted projects to pay the City's legal fees, which are currently estimated at \$40,000 per entity receiving City funds as part of the project. Fees may be higher for projects with additional complexity. The legal fees are an eligible HOME cost that can be paid out of the HOME award.

Initial: _____

Lease-up Costs

The development budget must include lease-up costs and adequate reserves.

Initial: _____

Operating Cash Flow

The Developer must demonstrate through an operating cash flow projection that the project remains solvent over a 20-year period. The developer must provide support to the project over time, including adequate operating and replacement reserves. Other items to consider in completing the operating projections include:

The proforma must be based on sound, appropriate information, convincing data, and realistic inflators as well as operating cash flows that are realistic and adequate.

Initial: _____

Leveraging of private or HOME funded long term debt as a source of funds will be subject to the project's ability to support such financing as demonstrated by the project's operating proforma. Using standard underwriting criteria and cost reasonableness, the Developer must clearly demonstrate through the project's operating proforma that the repayment of this debt will not be a burden on the long-term viability and affordability of the project. The combined debt service coverage ratio taking into account all must-pay debt on viable projects should target a minimum of 1.10 and a maximum of 1.25.

Initial: _____

Affordable Rent Restrictions – Developers must propose rents for the HOME assisted units that do not exceed the lesser of comparable market rents or the HOME rent limits minus utility allowances. Please see the maximum rent standards for the City of Detroit provided in **Appendix B** of the NOFA. Although a project's rents may be lower than the rents listed, they cannot be more than the amounts listed. All rents listed must be adjusted for any utilities paid by the tenant using the appropriate amounts from the utility allowance charts included in **Appendix B** of the NOFA or the utility allowance amounts applicable to any project-based vouchers included in the proforma.

Initial: _____

If a project receives Federal or State project-based subsidies and the household pays no more than 30% of the household income, the maximum rent may be the rent allowable under the project-based subsidy program.

Initial: _____

Rents must be supported by the submitted market study. The rent must be reduced if the tenant pays for utilities because the calculation of these rent standards includes all utilities excluding telephone. Utility allowances provide a mechanism for adjusting the maximum allowable HOME rents when the tenant pays some or all utilities. Please see the utility allowance charts by housing type included in **Appendix B** the NOFA.

Initial: _____

The proforma must include the required payment amount for the City of Detroit loan based on the following standard loan terms:

1. **Term:** 480 months commencing from the date of construction completion.
2. **Interest Rate:** Fixed 1% simple interest.
3. **Repayment:** The repayment will be the greater of (a) \$2,500; or (b) the lesser of 1% interest only or 50% of net cash flow after operating expenses, required deposits to reserves, deferred developer fee and required senior debt service payments. The cash-flow contingent repayment will be deferred while cash-flow contingent payments are due to a senior lender. The \$2,500 minimum annual repayment will not be deferred. Any unpaid balance and unpaid accrued interest shall be due at the date of loan maturity.
4. for prepayment; Borrower must provide Lender ten (10) business days' notice prior to prepayment.
5. **Reserves:** Annual Replacement Reserve deposit equal to \$300 per unit.

Initial: _____

Replacement Reserves

Developers will be expected to execute a Replacement Reserve Agreement, and to establish and maintain a Replacement Reserve Fund. The Developer will be responsible for depositing a per unit amount per annum (PUPA) into the fund for capital improvements to the property, as outlined in the Replacement Reserve Agreement. In the event that there is a conflict between this provision and the requirements of other funders, the need for reserves will be analyzed and negotiated between the various parties. The City may waive this requirement at its discretion. The amount of the Replacement Reserve shall be determined as follows:

For acquisition-rehabilitation projects, the Developer must conduct a capital needs assessment (CNA) for all rehabilitation projects, and set the annual reserve, at a minimum, at the level needed to cover 100% of capital needs identified in the CNA over the HOME affordability period.

Initial: _____

For new construction projects, the Developer must deposit at least \$300 per unit annually into a Replacement Reserve. The City may consider a lower amount only if the Developer submits evidence acceptable to the City establishing that a lower deposit amount will cover 100% of likely long term capital needs over the HOME affordability period .

Initial



Supportive Housing Planning Quality Checklist

This checklist is based on [CSH's Standards for Quality Supportive Housing](#) and is intended to be completed by PSH projects in the pre-development or planning phase. The Standards are aspirational and PSH projects completing the Checklist are encouraged to be self-reflective and honest while identifying areas of potential growth. To complete the Checklist:

- PSH development team - the developer/owner, service provider, and property management - should complete the Checklist together and sign verifying that they actively participated and commitment to quality SH.
- For each Standard, check one of the following: Yes-we are doing this, No-we are not doing this, or Partial-we have started and/or are in discussion
- If yes, list where this is documented (i.e. project narrative, service plan, MOUs, community engagement plans, etc.). Projects do not have to submit documents.

For more information and/or questions, contact the CSH Michigan Team at MI@csh.org. The CSH MI staff can provide individualized Technical Assistance (TA) to PSH Projects. Thanks to CSH's generous funders, TA is available at no cost to MI Projects.

Indicator	Commitment to Quality	Verifiable Quality Measures in Pre-Development and Program Planning
Tenant Centered		
Tenant-Driven Planning	☐ Yes ☐ No ☐ Partial	During the project planning process, individuals representing the priority target population have been involved, either through at least one individual meeting with the supportive housing project team and/or at least one focus group with members of the targeted tenancy. Documentation:
	☐ Yes ☐ No ☐ Partial	There are multiple documented plans of how tenant feedback is, and will continue to be incorporated into the supportive housing project. Documentation:
Commitment to Supportive Housing Goals	☐ Yes ☐ No ☐ Partial	There are written goals and/or targeted tenant outcomes for the supportive housing project. Documentation:
	☐ Yes ☐ No ☐ Partial	The project will have a reliable method for collecting and reviewing data on the targeted tenant outcomes (such as housing retention, income, changes in health outcomes, employment, social connectedness). Documentation:
	☐ Yes ☐ No ☐ Partial	There are written goals and/or targeted tenant outcomes that affirm the agency's commitment to anti-racism/anti-oppression and to effective implementation of equitable practices. Documentation:

Unit Design and Features	☐ Yes ☐ No ☐ Partial	Each unit will have its own private bathroom and kitchen. Kitchens will include basic cooking appliances such as refrigerator, stovetop, and microwave. Documentation:
	☐ Yes ☐ No ☐ Partial	Units have adequate living space and appliances for essential daily activities, such as cooking, eating, sleeping, and any other activities related to their personal goals and hobbies. Documentation:
	☐ Yes ☐ No ☐ Partial	Based on the household composition of the planned priority population, there are a range of units available with enough bedrooms for the size of households. Documentation:
	☐ Yes ☐ No ☐ Partial	There are options for tenants to live on their own or with household members of their choice. Documentation:
	☐ Yes ☐ No ☐ Partial	There are plans to include common/shared indoor and outdoor spaces or access to spaces (on or off-site), such as community rooms, and gardens that can accommodate a variety of activities and gatherings. Documentation:
Tenant Education	☐ Yes ☐ No ☐ Partial	The Property Management Plan will require the management company to provide residents an orientation introducing them to their apartment and neighborhood, and their rights and responsibilities as leaseholders as part of the move-in process. Documentation:
	☐ Yes ☐ No ☐ Partial	The Services Plan will include an adequate level of on-site tenancy supports (caseloads of 1:10-1:25) and opportunities for tenants to build their skills through on-site workshops/ or outside linkages. Documentation:
Tenant Feedback	☐ Yes ☐ No ☐ Partial	The Property Management and/or Services Plan will indicate that a tenant satisfaction survey will be administered on an annual basis. There will be a written description of the system for reviewing survey results and responding to tenant feedback. Documentation:
	☐ Yes ☐ No ☐ Partial	The Property Management or Services Plan indicates that there will be a tenant council, focus group or another tenant-led group that meets regularly with the supportive housing project partners. There will be a written description of the system for reviewing and responding to tenant feedback. Documentation:
	☐ Yes ☐ No ☐ Partial	The Property Management or Services Plan indicates that feedback is reviewed using disaggregated data by race, ethnicity, gender identity and other key categories to support continuous quality improvement processes and develop clear action steps that include tenant feedback in the solution.

		Documentation:
Services Design	☐ Yes ☐ No ☐ Partial	The services plan demonstrates that participation in services is voluntary, meaning that tenants can choose whether to participate and select the services they prefer. Documentation:
	☐ Yes ☐ No ☐ Partial	There is a plan to recruit and hire program staff includes strategies in help ensure staff reflect the demographics of the program's participant population and have the experience and expertise needed to provide quality services. Documentation:
	☐ Yes ☐ No ☐ Partial	The services plan outlines how staff will explore participants' cultural views of wellness and support, if requested or welcomed by the tenant. Documentation:
	☐ Yes ☐ No ☐ Partial	The services plan outlines how staff will support participants in accessing alternative treatments, (including those that address emotional, cultural and spiritual wellbeing), as desired by tenants. Documentation:

Indicator	Commitment to Quality	Verifiable Quality Measures in Pre-Development and Program Planning
Accessible		
Affordability	☐ Yes ☐ No ☐ Partial	Tenants pay 30% or less of their income for housing costs. Documentation:
Location	☐ Yes ☐ No ☐ Partial	Tenants can easily access a wide array of amenities on their own (public transportation, grocery stores, community centers, health clinics, etc.) that reflect local community standards. Documentation:
	☐ Yes ☐ No ☐ Partial	In locations where this is not feasible, the project will have a plan to assist tenants in accessing needed resources. Documentation:
Physical Accessibility	☐ Yes ☐ No ☐ Partial	There will be a system in place to ensure that any needed accommodations are requested and completed prior to tenant move-in. Documentation:
Housing First	☐ Yes ☐ No ☐ Partial	The Tenant Selection Plan and all written policy and procedures will state that the eligibility criteria for the supportive housing meet the minimum that the funder(s) or landlord requires (without additional criteria imposed). (I.e. The project minimizes barriers to entry to ensure that its targets tenants can quickly and easily access the supportive housing.) Documentation:

	☐ Yes ☐ No ☐ Partial	The Tenant Selection Plan and all written policy and procedures will not require sobriety as an eligibility requirement to enter the supportive housing. Documentation:
	☐ Yes ☐ No ☐ Partial	The Tenant Selection Plan and all written policy and procedures will not require medication compliance as an eligibility requirement to enter the supportive housing. Documentation:
	☐ Yes ☐ No ☐ Partial	The Tenant Selection Plan and all written policy and procedures will not require participants to participate in services as an eligibility requirement to enter the supportive housing. Documentation:
	☐ Yes ☐ No ☐ Partial	The Tenant Selection Plan and all written policy and procedures will not require a minimum income as an eligibility requirement to enter the supportive housing. Documentation:
Application Process	☐ Yes ☐ No ☐ Partial	There are (existing, or plans for) outreach protocols and designated staff assigned to find households after receiving referrals. Documentation:
	☐ Yes ☐ No ☐ Partial	The housing application and screening processes will be fully accessible to persons with disabilities. Documentation:
	☐ Yes ☐ No ☐ Partial	Appropriate, reasonable accommodations and necessary supports will be provided, as needed, during the application and screening processes. Documentation:
	☐ Yes ☐ No ☐ Partial	The housing application will be separate from any service needs assessment and will not request detailed clinical information. Documentation:
	☐ Yes ☐ No ☐ Partial	There will be a timely and clearly stated process for the approval or denial of housing applications and appeals. Documentation:
	☐ Yes ☐ No ☐ Partial	There will be an established system for staff to communicate with tenants and referral sources during the application process and to track and retain documentation. Documentation:
Availability of Services	☐ Yes ☐ No ☐ Partial	The supportive housing application and intake processes will ONLY include the minimum number of questions needed to determine tenant eligibility, such as those required by funders. Documentation:
	☐ Yes ☐ No ☐ Partial	The services plan outlines responsibility of services staff to ensure that tenants are aware of available services, can modify their services at any time, and that service hours and locations are convenient (including outside of normal business hours and in crisis situations). Documentation:

Anti-Racism and Cultural Humility	☐ Yes ☐ No ☐ Partial	The application materials for tenants will be written in plain language. And staff will assist tenants in understanding the content of written materials, when necessary. Documentation:
	☐ Yes ☐ No ☐ Partial	The intake/screening process will be delivered in a manner that is trauma-informed and culturally responsive to the needs of each individual tenant. Documentation:
	☐ Yes ☐ No ☐ Partial	All written materials will be available in multiple languages. Documentation:
	☐ Yes ☐ No ☐ Partial	Multilingual staff and/or interpretation and translation services will be available to tenants, as needed. Documentation:
	☐ Yes ☐ No ☐ Partial	Services staff will receive training on cultural competency in service delivery including how to take into account each tenant's age, race, gender identity, sexuality, culture, background and/or disability. Documentation:
	☐ Yes ☐ No ☐ Partial	There will be educational activities in which anti-racism and anti-racism related issues (including anti-oppression, cultural humility, holistic theory and practice, etc.) are addressed and all staff is required to have adequate training on these topics. Documentation:
	☐ Yes ☐ No ☐ Partial	There will be a formal mechanism for tenants and staff to file, track and respond to discrimination complaints. Documentation:
	☐ Yes ☐ No ☐ Partial	The board and leadership of the supportive housing organization(s) is or will be diverse and representative of the tenant population and include individuals from historically underrepresented groups and at least one person with lived experience. Documentation:

Indicator	Commitment to Quality	Verifiable Quality Measures in Pre-Development and Program Planning
Coordinated		
Roles and Responsibilities	☐ Yes ☐ No ☐ Partial	There are written descriptions of each supportive housing partner's role, including, at minimum, the project sponsor, housing and/or property manager and supportive services provider. These descriptions detail the responsibilities of each partner. Documentation:
	☐ Yes ☐ No ☐ Partial	Written descriptions will be reviewed and revised annually by all partners. Documentation:

	☐ Yes ☐ No ☐ Partial	Written agreements between partners will prioritize and center racial equity as a key component of property management and service delivery. Documentation:
Communication	☐ Yes ☐ No ☐ Partial	There are forums for all partners to discuss the status of the project, their roles and the coordination of their efforts on a regular basis. Documentation:
	☐ Yes ☐ No ☐ Partial	There are established procedures for communication between scheduled meetings. Documentation:
Coordinating Property/ Housing Management & Supportive Services	☐ Yes ☐ No ☐ Partial	Both the service provider AND property management group (if project based) or housing management office (if scattered site) are committed to developing an eviction prevention plan and a rent repayment plan template. (This commitment can be included in MOUs outlining roles or demonstrated in meeting minutes) Documentation:
Connections with Mainstream and Community-Based Service Providers	☐ Yes ☐ No ☐ Partial	Supportive Housing Service Plan and/or the MOU with the service provider includes serving as a coordinator with other mainstream service providers. (The primary service provider facilitates tenants' connections to resources and supportive services in the community, particularly behavioral healthcare, primary healthcare, substance use treatment and support, and employment.) Documentation:
	☐ Yes ☐ No ☐ Partial	Service provider will coordinate with community-based resources that are inclusive of and represent the diverse community and tenant population demographics and needs. Documentation:
	☐ Yes ☐ No ☐ Partial	Service provider will develop and maintain profile of social and cultural resources for various ethno-racial groups in the service area (houses of worship, community-based organizations, etc.) Documentation:
Targeting Units	☐ Yes ☐ No ☐ Partial	The supportive housing partners prioritize persons who are experiencing complex needs or who are high utilizers of other systems (e.g. hospital, jail, shelter) for all or a portion of available units. Documentation:
Continuous Quality Improvement	☐ Yes ☐ No ☐ Partial	The supportive housing partners involved in ongoing operations schedule regular times to communicate and engage in a continuous quality improvement process to ensure project goals are being met. Documentation:
	☐ Yes ☐ No ☐ Partial	Leadership within the supportive housing organization(s) will regularly review data that is disaggregated by race, ethnicity, gender identity and other key categories, in order to monitor performance against goals, identify needed strategies for improvement and any disparities in access and/or outcomes, and develop clear action steps. Documentation:

	☐ Yes ☐ No ☐ Partial	Tenants engaged in leadership opportunities are included in the quality improvement process, providing feedback and accountability in partnership with supportive housing leader organizations. Documentation:
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Indicator	Commitment to Quality	Verifiable Quality Measures in Pre-Development and Program Planning
Integrated		
Appearance	☐ Yes ☐ No ☐ Partial	The scale, appearance, design, maintenance and quality of the building(s) will be consistent with the neighborhood and reflect local community standards. Documentation:
	☐ Yes ☐ No ☐ Partial	The project will meet or exceed HUD's Quality Standards and comply with local housing standards. Documentation:
Community Dialogue	☐ Yes ☐ No ☐ Partial	The supportive housing project partners have <u>identified a lead partner</u> who will be active in ongoing community dialogue and activities (including participating in community improvement activities, soliciting neighborhood input on design, development and operating plans, identifying neighborhood needs or preferences for the design, receiving and responding to community concerns, and providing regular updates on the development process). Documentation:
Housing Unit Choice	☐ Yes ☐ No ☐ Partial	Supportive housing partners have a clear understanding of and written description of <u>which partner</u> will work with tenants to: Develop an understanding of their needs and wants from a housing unit and Search for and select a housing unit that meets their needs, including any accessibility needs and reasonable accommodations requests. Documentation:
Leases and Tenant Rights	☐ Yes ☐ No ☐ Partial	All supportive housing tenants will be provided with leases or subleases identical to non-supportive housing tenants — without service participation requirements or limits on length of stay (as long as lease terms are met). Ideally, the initial term of a lease or sublease is at least one year. Documentation:
	☐ Yes ☐ No ☐ Partial	The project has procedures in place to ensure that tenants are provided with a copy of their lease and have a clear understanding of their rights and responsibilities as tenants. Documentation:
Community Connections	☐ Yes ☐ No ☐ Partial	The primary service provider is committed to working with tenants to 1) identify community opportunities, resources and relationships to support community connection, and to 2) ensure that tenants have the support and access to resources needed to pursue these connections. Documentation:

	☐ Yes ☐ No ☐ Partial	The primary service provider is committed to coordinates with community-based resources that are inclusive of and represent the diverse community and tenant population demographics and needs. Documentation:
	☐ Yes ☐ No ☐ Partial	The primary service provider will develop a profile of social and cultural resources for various ethno-racial groups in the service area is maintained and made available to program participants (houses of worship, community-based organizations, etc.) Documentation:

Indicator	Commitment to Quality	Verifiable Quality Measures in Pre-Development and Program Planning
Sustainable		
Service Funding	☐ Yes ☐ No ☐ Partial	The funding source(s) is/are as flexible as possible (or coordinated) to allow for the specific services to change with tenant needs, both daily and throughout the life of the program. Documentation:
	☐ Yes ☐ No ☐ Partial	The budgets identify any potential gaps in funding needed to fully implement the service plan and outlines potential sources to address those gaps. Documentation:
	☐ Yes ☐ No ☐ Partial	Funding for the program is committed/contracted for a multi-year period or the service budget identifies a funding reserve or source sufficient to meet service costs for maintaining the family supportive housing service plan. Documentation:
Capital Funding	☐ Yes ☐ No ☐ Partial	The project sponsor is committed to long-term affordability (i.e. tenants pay no more than 30% of their income toward housing costs) Documentation:
	☐ Yes ☐ No ☐ Partial	There is a commitment, either through funding restriction or the presence of a mission-focused owner, to the property affordable for a significant period of time, typically at least 30 years. Documentation:
Operating Funding	☐ Yes ☐ No ☐ Partial	The operating budget includes long-term operating subsidies or a rent reserve sufficient to meet operational costs for the supportive housing units while maintaining affordable tenant rents. Documentation:
	☐ Yes ☐ No ☐ Partial	The operating budget will include a recurring contribution to a replacement reserve to repair/replace major systems that is consistent with state housing finance agency or other funder standards. Documentation:
Housing Maintenance	☐ Yes ☐ No	Property management staff has a comprehensive, written plan and schedule for inspections, pest control, routine maintenance and replacement activities designed to sustain the quality of the physical environment.

	☐ Partial	Documentation:
Efficiency	☐ Yes ☐ No ☐ Partial	The housing is designed with consideration of environmental factors (flood, hurricane, other natural disasters) and appropriate construction is planned to ensure the units are secure and sustainable in areas where unpredictable weather can present hazards. Documentation:
	☐ Yes ☐ No ☐ Partial	The housing incorporates appropriate and feasible green design practices, such as the use of energy-efficient and water-conserving fixtures and products. Documentation:
	☐ Yes ☐ No ☐ Partial	The housing utilizes durable materials chosen to reduce future maintenance costs. Documentation:

We hereby certify that the information indicated above is true and accurate and understand that in affirming our Commitment to Quality Supportive Housing this project and its supporting documentation may be subject to review for verification of the

X

commitment to quality standards.

Developer/Owner Signature:

Print Name:
Title:
Date:

Service Provider Signature:

Print Name:
Title:
Date:

Property Management

Signature:

Print Name:
Title:
Date:

RESOLUTION OF CERTIFICATE OF AUTHORITY

ENTITY TYPE (Please Check One):

☐ LLC ☐ LDHA LP ☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Other: _____

I, _____, a Manager, Member, or Owner of
(APPLICANT) _____ (full legal name of the “COMPANY”) **DO
HEREBY CERTIFY** that I am a Manager, Member, or Owner of the Company who has the authority
to act as an agent of the Company in executing this Certificate of Authority. I further certify that the
following individuals have authority to execute and commit the Company to conditions, obligations,
stipulations and undertakings contained in the City of Detroit Housing and Revitalization Department
Housing Rehabilitation and Development Program Notice of Funding Availability (“NOFA”) Application:

FURTHER, I CERTIFY that all necessary approvals by the Manager(s), Member(s), or Owner(s)
of the Company have been obtained with respect to the execution of said NOFA Application, which
is for the period of the application process.

IN WITNESS THEREOF, I have set my hand this ____ day of _____, 20____.

CORPORATE SEAL

(if any)

Manager, Member, or Owner

EXHIBIT J

NEPA COMPLIANCE COMMITMENT MEMORANDUM

(Attached hereto.)



NEPA COMPLIANCE COMMITMENT MEMO

DATE: August 27, 2025

TO: Naomi Beasley-Porter
Mike Neil
Kim Siegel
Penny Dwoinen
Tiffany Ciavattone

FROM: Melissa Owsiany *M.O.*
Environmental Compliance Specialist

RE: NEPA Compliance Commitment Memo for Preserve on Ash II (POA II)

Under the authority of the National Environmental Policy Act (NEPA) (24 CFR Part 58), as amended, The City of Detroit has accepted the role of Responsible Entity on behalf of HUD to ensure compliance as it would relate to HUD under NEPA. As the Responsible Entity, the City of Detroit's Environmental Team shall monitor construction of the above referenced site.

In preparation of the commencement of construction, the requirements outlined in the attached approved mitigation plan must be documented. Upon receipt and review of the items outlined in the plan, the City of Detroit Environmental Team will determine whether any additional steps are required.

Please note that the Environmental Review Requirements under NEPA will not be complete until the mitigation conditions are met, and the completed work is documented. The Environmental Team will issue a Final Closeout Memo once the mitigation measures are complete or if there are continuing obligations required beyond construction closeout.

If unanticipated tanks, evidence of contamination, artifacts or bones are discovered during ground disturbing activities, work will be halted. Please contact me immediately for further guidance on how to proceed at melissa.owsiany@detroitmi.gov.

If you have any questions, you may contact me at the e-mail address listed above.

MITIGATION PLAN
Preserve on Ash III (POA III)
GEI Consultants, Inc.
August 2025

Response Activity or Continuing Obligation	Required Activities	Party Responsible for Completing Activity	Timing of Activity	Estimated Cost	Required Follow-up or Reporting
ResAP – Clean Fill	The fill material brought to the site will be documented as clean by analytical results from samples collected from the site of origin documenting that the material does not contain volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), or metals at concentrations above the applicable generic direct contact criteria.	Contractor	During Construction	\$30,000, for analytical testing	Include results in DDCC report.
Direct Contact Barrier	The site requires a direct contact barrier and a minimum of 12” of soil cover.	Contractor	During Construction	\$40,000, for installation and oversight	Include documentation of barrier and cover installation in DDCC report
Documentation of Due Care Compliance	- Complete a DDCC report and submit to the City of Detroit Environmental Review Officer for review prior to submitting to EGLE. Engineering controls will require an Operations and Maintenance plan. - Additional requirements such as a Restrictive Covenants and/or a recorded Notice to Title may be requested depending on site conditions.	Consultant	During Construction	\$20,000	Provide report to HRD's ER Team

MITIGATION PLAN
Preserve on Ash III (POA III)
GEI Consultants, Inc.
August 2025

Response Activity or Continuing Obligation	Required Activities	Party Responsible for Completing Activity	Timing of Activity	Estimated Cost	Required Follow-up or Reporting
Section 106 – No Adverse Effects Requirements	The objects collected during the trenching investigation will be donated to Wayne State University (WSU).	Consultant	Prior to Construction	N/A	Submit objects to WSU. Notify Preservation Specialist
Section 106 – Unanticipated Discoveries Plan	Once construction has started, the City of Detroit's Unanticipated Discoveries Plan shall be followed for the duration of the project.	Construction Crew, Foremen, Developer	During Construction	N/A	As required in the City of Detroit's Unanticipated Discoveries Plan, depending on the type of unanticipated discovery. Notify Preservation Specialist

EXHIBIT K

DUPLICATION OF BENEFIT CERTIFICATION

Background: The U.S. Congress appropriated supplemental Community Development Block Grant Disaster Recovery (CDBG-DR) funding for the 2021 and 2023 disasters through Public Law 117-43, 117-180, and Public Law 118-158 to support long-term recovery efforts following FEMA# 4607 & 4757 - Michigan Severe Storms, Tornadoes, and Flooding. The federal register provides that the Secretary of Housing for Urban Development (HUD) shall ensure there are adequate procedures in place to prevent duplication of benefits as required under section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (42 U.S.C. 5155) as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3441). HUD is requiring that each grantee have procedures to prevent the duplication of benefits when it provides financial assistance with CDBG-DR funds.

Definition: Duplication of benefits occurs when any person, business or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance, or when Federal financial assistance is provided to any person, business, or other entity through a program for any part of such loss to which financial assistance is received under any other program, insurance or any other source for the same costs, and the total amount exceeds the total need for those costs.

Certification:

I, _____ hereby certify that CDBG-DR funds, awarded by the City of Detroit through Public Law 117-43, 117-180, and 118-158 does not exceed the need for assistance, duplicate other assistance received by the Subrecipient for the same purpose, or duplicate any funds from the following sources:

- The Paycheck Protection Program
- Unemployment Compensation Benefits
- Insurance claims/proceeds
- Federal Emergency Management Agency (FEMA) funds
- Small Business Administration funds
- Other Federal, State or local funding
- Other Non-Profit, Private Sector or Charitable funding

This certification serves to acknowledge that the Subrecipient understands and agrees that the CDBG-DR funds must be repaid if it is determined that such assistance is duplicative.

Name of Organization: _____

Authorized Representative's Signature: _____

Printed Name: _____

Title: _____

Date: _____

The City of Detroit shall ensure there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

Duplication of Benefits occurs when a beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of the duplication is the amount of assistance provided in excess of need. The Stafford Act requires a fact- specific inquiry into assistance received by each person, household, or entity.

☐ I/We, _____, affirm (insert applicant name) DID NOT receive benefit from any other federal disaster relief/recovery programs (i.e. FEMA, SBA, Insurance). (NO FURTHER ACTION)

☐ I/We, _____, affirm (co-applicant name) DID NOT receive benefit from any other federal disaster relief/recovery programs (i.e. FEMA, SBA, Insurance) for the exact SAME expenses being requested from the City of Detroit or its Subrecipients.

By executing this Certification, Applicant(s) acknowledge and understand that Title 18 United States Code Section 1001: (1) makes it a violation of federal law for a person to knowingly and willfully (a) falsify, conceal, or cover up a material fact; (b) make any materially false, fictitious, or fraudulent statement or representation; OR (c) make or use any false writing or document knowing it contains a materially false, fictitious, or fraudulent statement or representation, to any branch of the United States Government; and (2) requires a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

Applicant Signature

Date

Co-Applicant Signature

Date

I/We, _____, affirm the following dated this the _____ day of _____, 20____:

List amount and source for ALL Federal and/or State financial assistance received for disaster recovery or resiliency planning projects

I/We have received the following disaster recovery assistance funds from (List program(s):

1 Source of Funding	2 Amount Awarded (\$)	3 Use of Funds	4 Verification of Award (✓) or (X)	5 Documentation of Expenditure (✓) or (X)	6 Amount Expended
a. FEMA					
b. Small Business Administration (SBA) Loan					
b. Insurance					
c. Private Funds					
d. _____					
Total					
Duplication of Benefits Total From Column 2 \$ _____: NOTES:					

EXHIBIT L
TENANT RELOCATION PLAN

(Attached hereto)

Relocation Plan

for

Clement Kern Gardens

1661 Bagley Street

Detroit, MI 48216

American Community Developers, Inc.

20250 Harper Avenue

Detroit, MI 48225

Last Revision: March 21, 2024

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1. Existing Project Summary

Developer Name:	American Community Developers, Inc. ("ACD")
Address:	20250 Harper Avenue Detroit, MI 48225
Phone Number:	313-881-8150
Relocation Coordinator(s):	Erin Rogers Independent Management Services ("IMS") erogers@imsteam.net
Address:	14381 North Road Fenton, Michigan
Phone Number:	810-750-7000
Development Name:	Clement Kern Gardens ("CKG") 1661 Bagley Street Detroit, MI 48216
Year Built:	1985
Total Number of Units:	87
Number of Occupied Units as of Grant Award:	86
Number of Vacant Units as of Grant Award:	1
Activity Type(s):	Redevelopment/ New Construction
Estimated Start Date of Temporary Relocation Moves:	Q3 2024
Start Date of Redevelopment (for first phase):	Q4 2024

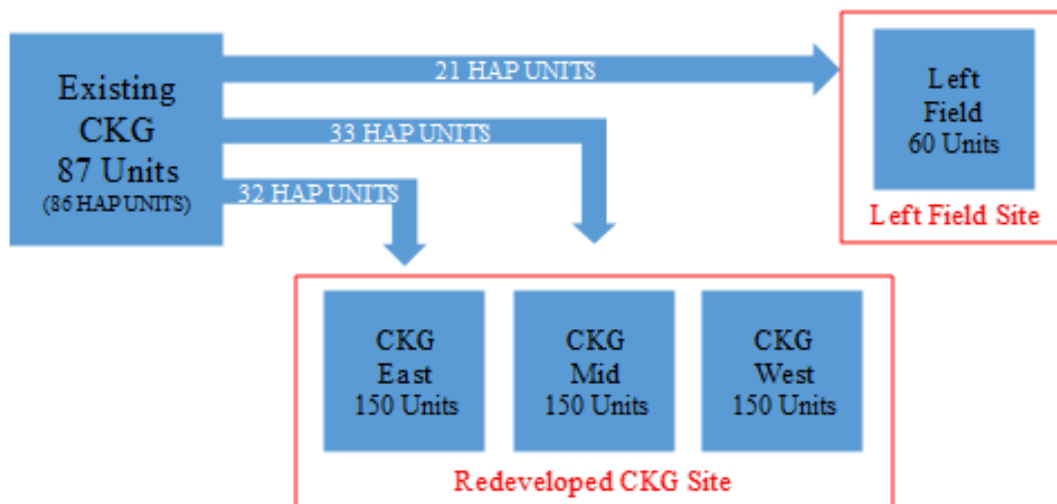
1.1 Brief Description of the Relocation Project

Clement Kern Gardens (“CKG”) is an existing affordable housing development located in the City of Detroit within the Corktown neighborhood. The CKG site is approximately 9 acres and contains 87 units. Of the 87 units, 86 units are covered by an existing Housing Assistance Payments Contract (“HAP Contract”) from the U.S. Department of Housing and Urban Redevelopment (“HUD”). Due to planned use of new HUD funding, the redevelopment will be subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (“URA”) and Section 104(d) of the Housing and Community Development Act of 1974. The existing unit mix at CKG is as follows:

UNIT TYPE	# of Units
One Bedroom (HAP)	16
Two Bedroom (HAP)	46
Three Bedroom (HAP)	24
Three Bedroom (MKT)	1
TOTAL UNITS	87

The CKG site is part of a broader planned redevelopment effort in coordination with the City of Detroit. This effort is outlined in the **Transformation Plan** for the greater Corktown area that was submitted to HUD as part of a grant application under the **Choice Neighborhoods Initiative** (“CNI”). Subsequently, the City of Detroit was awarded a CNI grant to implement the Transformation Plan. CKG is a key element of the Housing Plan within the grant application and is identified as the Eligible Target Housing.

The **Housing Plan**, in part, calls for the demolition of the existing 87 units at CKG and the construction of approximately 350 replacement housing units on the CKG site and approximately 120 housing units at a site nearby known as Left Field which is located at 2310 Cochrane Street, Detroit (see section 17 for map identifying CKG and Left Field). Both sites will be developed as mixed income housing, the HAP Contract will be bifurcated and a portion of the budget authority covering 21 units will be transferred to Left Field through an 8bb transfer request to HUD. The balance of the HAP Contract budget authority will remain at the redeveloped CKG site.



The redevelopment of CKG involves a **build first, then move** relocation strategy. Construction at the Left Field site began in September 2022 and is expected to be completed in early Q2 2024. CKG Residents will not be required to move until replacement units are available at Left Field. The redevelopment of the CKG site will be completed in multiple phases with the first phase beginning after the completion of Left Field. The first CKG phase is located on the East side of the site near the intersection of Bagley and Trumbull and involves the demolition of Buildings 11 and 12. CKG residents in these buildings will have the option to relocate to replacement housing units at Left Field or they may request a Tenant Protection Voucher and move to another site. Demolition phasing will continue across the site from East to West.



Right of Return. All CKG residents as of May 25, 2021 (the “CNI Grant Award Date”) who remain compliant with all applicable program requirements will receive preference for initial occupancy of newly constructed replacement units over any other eligible families. Housing priority for replacement units will be first-come-first-served as follows:

1. Households in place as of the CNI Grant Award Date (“Original Target Residents”). This includes households who moved out prior to receiving the General Information Notice.
 - a. Income eligible
 - b. Over-income residents
2. Original Target Residents deemed as split households.
3. Households that moved in after the CNI Grant Award Date who received a General Information Notice
4. Households in place AFTER initial GIN distribution but BEFORE demolition.
5. All other housing applicants.

NOTE: For households qualifying in the first category above, priority will be given to temporary housing needs (i.e. households that need temporary housing during construction of a phase that impacts their original unit). This priority is necessary in order

to maintain a reliable construction schedule. Additionally, for households qualifying in the first category above that no longer qualify for rental assistance due to program requirements like income qualifications, such households will remain eligible for waitlist priority for other newly constructed units. Households in the fourth category received communication about the upcoming redevelopment at time of lease up, outlining their right to return. See section 14.

Relocation Services and Assistance. Relocation assistance will be available to Original Target Residents in accordance with the Uniform Relocation Act and as indicated in the General Information Notice. This assistance will be coordinated by IMS. Please note that if a household moves after receiving the GIN and before receiving a Notice of Eligibility, those households will lose their right to relocation services and assistance under this Relocation Plan.

Ownership and Management. American Community Developers, Inc. controls the CKG site and the Left Field site and will be the developer and owner of both sites. Independent Management Services is the current property management firm at CKG and will manage the Left Field site, as well as the CKG site upon construction completion.

Current CKG Unit Inventory

Building Number	Address	1 BR	2 BR	3 BR	Total
1	1783-1795		4	2	6
2	1771-1781		4	2	6
3	1731-1767		8	4	12
4	1701-1727		6	4	10
5	1681-1695		4	2	6
6	1665-1679	8			8
7	1661-1 (MKT)			1	1
8	1645-1659	8			8
9	1611-1619		2	2	4
10	1571-1589		4	2	6
11	1531-1567		8	4	12
12	1511-1527		6	2	8
		16	46	25	87

**Unit Status as of CNI Grant Award
(July 15, 2021)**

Unit	Floorplan	Unit Designation	Unit/Lease Status
1-1785	2X1 TH	Section 8	Occupied
1-1787	2X1 TH	Section 8	Occupied
1-1789	2X1 TH	Section 8	Occupied
1-1791	2X1 TH	Section 8	Occupied
1-1795	3X1.5 TH	Section 8	Occupied
2-1771	3X1.5 TH	Section 8	Occupied
2-1773	2X1 TH	Section 8	Occupied
2-1775	2X1 TH	Section 8	Occupied
2-1777	2X1 TH	Section 8	Occupied
2-1779	2X1 TH	Section 8	Occupied
2-1781	3X1.5 TH	Section 8	Occupied
3-1731	3X1.5 TH	Section 8	Occupied
3-1733	2X1 TH	Section 8	Occupied
3-1737	2X1 TH	Section 8	Occupied
3-1741	2X1 TH	Section 8	Occupied
3-1745	2X1 TH	Section 8	Occupied
3-1747	3X1.5 TH	Section 8	Occupied
3-1751	3X1.5 TH	Section 8	Occupied
3-1753	2X1 TH	Section 8	Occupied
3-1757	2X1 TH	Section 8	Occupied
3-1761	2X1 TH	Section 8	Occupied
3-1765	2X1 TH	Section 8	Vacant
3-1767	3X1.5 TH	Section 8	Occupied
4-1701	3X1.5 TH	Section 8	Occupied
4-1703	2X1 TH	Section 8	Occupied
4-1705	2X1 TH	Section 8	Occupied
4-1707	3X1.5 TH	Section 8	Occupied
4-1711	3X1.5 TH	Section 8	Occupied
4-1715	2X1 TH	Section 8	Occupied
4-1717	2X1 TH	Section 8	Occupied
4-1721	2X1 TH	Section 8	Occupied
4-1723	2X1 TH	Section 8	Occupied
4-1727	3X1.5 TH	Section 8	Occupied
5-1681	3X1.5 TH	Section 8	Occupied
5-1683	2X1 TH	Section 8	Occupied
5-1685	2X1 TH	Section 8	Occupied
5-1691	2X1 TH	Section 8	Occupied
5-1693	2X1 TH	Section 8	Occupied
5-1695	3X1.5 TH	Section 8	Occupied
6-1665	1X1	Section 8	Occupied
6-1667	1X1	Section 8	Occupied
6-1669	1X1	Section 8	Occupied
6-1671	1X1	Section 8	Occupied
6-1673	1X1	Section 8	Occupied
6-1675	1X1	Section 8	Occupied
6-1677	1X1	Section 8	Occupied
6-1679	1X1	Section 8	Occupied
7-1661-1	3X1 TH	Conventional	Occupied

List of Move-Outs Prior to General Information Notices

Davis, Tanykia	6/8/2021
Barnett, Kenya	10/1/2021
Ortiz (Cerde), Heather	10/1/2021

Residents who moved from CKG prior to receiving a General Information Notice will have the option to return to CKG upon completion of redevelopment and have a waitlist priority as noted in this Relocation Plan. The three households identified above may be eligible for relocation cost associated with the return to CKG.

1.2 Unit Mix after Completion

The number of new units far exceeds the number of existing units at CKG. However, in general, all units that are demolished as part of the redevelopment plan will be replaced with comparable units of the same bedroom count. As mentioned previously, the first step of implementing the Transformation Plan involves construction of approximately 120 new housing units at the Left Field site in two buildings. The first building will contain 60 units, 48 of which will be set aside as affordable units. Of the 48, 29 will be deemed replacement units for CKG residents. Upon construction completion, the budget authority for 21 HAP Contract units from CKG will be transferred to the replacement units at Left Field. This transfer request will be submitted to the HUD-Detroit Field Office. Eight (8) additional one-bedroom units will have Project-Based Vouchers from the Detroit Housing Commission.

The proposed replacement unit mix of the first building at Left Field is as follows:

UNIT TYPE	# of Replacement Units at LF
Studio	0
One Bedroom	9
Two Bedroom	14
Three Bedroom (Townhome)	6
GRAND TOTAL	29

The second building at Left Field has some units set aside for households up to 120% of the Area Median Income ("AMI"), as well as unrestricted market rate units. The second building at Left Field does not contain any replacement units.

Redevelopment of the CKG site will result in approximately 350 new units. The building configurations and unit designs will result in a variety of unit sizes and types across a wide-ranging unit mix including townhomes, walk-up flats and midrise buildings (elevator). Again, all demolished units at CKG will be replaced with comparable units with the same bedroom count.

The proposed replacement unit mix at the redeveloped CKG site is as follows:

UNIT TYPE	# of Replacement Units at CKG
Studio	0
One Bedroom	16
Two Bedroom	31
Three Bedroom (Townhome)	18
GRAND TOTAL	65

2. Relocation Destinations

The relocation strategy is designed to give all households within CKG the option to choose a new home across a variety of housing locations including the redeveloped CKG site and Left Field. Other housing options include those contained in the Housing Plan and identified in the CNI grant application to HUD. Housing options within the Housing Plan include replacement units for CKG households. Residents will have the same waitlist priority for all replacement units. **A map and list of all CNI replacement housing options included in the Housing Plan is in Section 17 of this Relocation Plan.**

Rental Assistance. A portion of the budget authority for the HAP Contract at CKG will be transferred to Left Field to provide rental assistance to 21 units. The unit types for these 21 units will be a one-to-one replacement of the demolished units at CKG. The balance of the HAP Contract will remain at the redeveloped CKG site (65 units). ACD will ask HUD to provide Tenant Protection Vouchers (“TPV”) to households not interested in moving to Left Field with the HAP transfer. These households will be identified by IMS during resident interviews prior to the final request submission to HUD. The TPV can be used at any development that accepts vouchers, including other housing locations within the Housing Plan. Additionally, some of these phases may have project-based vouchers available.

Initial Move (prior to demolition and redevelopment):

Six months prior to their required initial move, residents will receive a Notice of Eligibility (NOE) that indicates any available CNI Housing phase with Replacement Units that match their household unit type or needed unit type if their household size is changing. These households will be offered priority for available units.

Return (second) Move:

After the Initial Move, residents who have only moved once and have not indicated they want to remain in their current unit permanently will be notified 6 months prior to expected completion of all CNI phases and offered priority for those units if there are Replacement Units that match their household unit type.

Note that priority on the list for these households will be behind any residents needing to occupy those units for their initial move.

3. Households to be Displaced

All households in-place at CKG as of May 2022 were given a General Information Notice (GIN) informing residents not to move and explaining they may have certain rights under URA (see Section 11 for template). Surveys will be conducted to determine the needs and requirements of those to be displaced. Additionally, IMS has made repeated attempts to contact all households that were in place at the time of the CNI Grant Award Date who moved prior to receiving a GIN.

The following households **will be considered to be “displaced”** by the project:

1. Households who were in residency as of the date of the GIN, and will not be offered an opportunity to remain in their current units at the property due to the pending demolition of all residential housing units; or
2. Households who moved before being fully informed of their rights and protections under the URA.

Residents that move in at CKG *after the GIN* will be offered the right to return to the CKG site upon completion.

NOTE: While most residents will technically be considered “displaced” under URA, we do not expect to have any households that are displaced as the term is commonly understood, as all qualified residents will be offered an opportunity to return to the project after it is redeveloped.

These households **will not be considered to be displaced** by the project:

1. Households who were lawfully evicted under Michigan state law and the eviction was not undertaken to avoid relocation benefits;
2. Households who moved prior to the date of the CNI Grant Award Date for any reason;
3. Households who could have been eligible for a unit upon completion of the project but chose to voluntarily move after acknowledging receipt of the GIN.

3.1 Relocation Assistance During Construction

3.1.1 Relocation Policy During Construction

Households will be required to move temporarily during the demolition and construction of new units at the CKG site. The strategy is to build first, then move. For the first phase of construction at CKG, Original Target Residents in Buildings 11 and 12 will have the first

opportunity to move to Left Field. Six months prior to new units becoming available at first phase of CKG, Original Target Residents will have the option to remain at Left Field or return to a new unit at CKG. Similarly, as additional phases of redevelopment begin at CKG, Original Target Residents will have the opportunity to move to new completed phases of CKG or elsewhere in the CNI housing plan. While every effort will be made to retain households at Left Field and CKG during construction, temporary relocation during construction to another property may be necessary. Households will have the opportunity to move to temporary housing until a newly constructed unit becomes available. ACD and IMS staff will take all necessary steps to minimize transfers, and work to limit those transfers to the fewest number of households. All households who will need to transfer within the property will be afforded a suitable, decent, safe and sanitary unit that is affordable to them during the period of redevelopment. Every household will be provided a written notice thirty (30) days prior to transfer. All Original Target Residents will be eligible for relocation assistance, with the exception of those defined as “not considered to be displaced”. Every household will be provided a written notice no later than ninety (90) days prior to transfer as required. However, as noted in Section 2 of this Plan, we intend to give notice six (6) months prior to any required move.

3.1.2 Method of Payment – Moving Costs During Construction

For households who are transferred during construction, ACD will provide direct payment to the management company to ensure that no resident incurs any out-of-pocket expenses in connection with this move. ACD will direct the management company to move each affected resident’s furniture, personal fixtures, and household goods. This payment is based on the fixed payment schedule, established by the U.S. Department of Transportation. This payment amount is determined based on the number of rooms of personal property that must be moved. Currently, the Fixed Payment for Detroit, Michigan is shown in the chart below:

Occupant Owns Furniture									Occupant does not own furniture	
Number of Rooms of Furniture										
1	2	3	4	5	6	7	8	Add'l room	1 room, no furniture	Add'l room, no furniture
\$750	\$1000	\$1200	\$1350	\$1500	\$1650	\$1800	\$1950	\$150	\$500	\$200

In determining the number of “rooms”, the following is ACD’s policy for CKG:

Rooms include kitchens, living rooms, and if applicable, dining rooms, and/or basements. Bathrooms are not counted.

When a household opts for a fixed payment, there will be no deduction if certain large items (such as a hutch or piano) must be professionally moved and the resident asks that ACD pay the mover directly. A fixed payment may be made to the household as an advance (for a security deposit, as an example) if requested by the displaced household.

As an alternative to the management company moving and effected resident, a household may elect to move themselves and submit receipts for reimbursement of reasonable moving costs.

3.1.3 Method of Payment – Utilities

During construction, ACD will provide direct payment for the connection of all necessary utilities (gas and electricity), transfer of existing telephone services and transfer of cable television services (if the resident had it in their existing unit). Currently, residents at CKG pay utilities directly to the utility company.

3.2 Permanent Relocation Assistance

Households who will be displaced from CKG will be given a Notice of Eligibility for Relocation Assistance that will detail the relocation assistance they are entitled to receive under the URA. IMS and ACD will not require any household to move unless at least one comparable CNI replacement unit (with a goal of identifying more comparable replacement units) is made available at least 90 days before the required move. Since CKG provides rental assistance with the HAP Contract, all comparable replacement units will also have some form of rental subsidy, as previously detailed within this plan.

3.2.1 Permanent Relocation Policy

IMS will provide households that will be required to move with relocation assistance in accordance with the requirements of the URA and Section 104d. URA relocation benefits include, but are not limited to, referral to a comparable rental housing development within the greater metropolitan area, reasonable moving expenses and appropriate advisory services. IMS will work with all households identified to relocate permanently to secure a decent, safe and sanitary replacement housing unit that is within a reasonable distance of CKG. IMS will relocate those households identified for permanent displacement.

Households who are permanently displaced will be provided a comparable replacement unit, along with appropriate advisory services to facilitate their move, including transportation to view available housing options. These services will be provided by IMS in conjunction with The Community Builders Community Life (“TCB-CL”) and the United Community Housing Coalition (“UCHC”). The TCB-CL team will assist IMS with case management services. UCHC will support residents seeking to relocate outside of the CNI Housing Plan with housing search assistance. Households who are displaced may move to a unit of their choice, even if it is not one of the comparable units presented in their NOE. If a household decides to move elsewhere, ACD will request a Tenant Protect Voucher from HUD for the household. However, in order to qualify to use the replacement housing payment, the replacement unit must be, at a minimum, decent, safe and sanitary and pass a visual inspection (standard HUD HQS), which includes being free of visible deteriorated painted surfaces.

3.2.2 Relocation Appeals

Residents subject to relocation may request a review of any determination concerning eligibility for relocation benefits, the amount of a relocation payment, or the applicability of the comparable relocation unit provided.

Appeals will not apply to evictions for cause related to lease violations and rent delinquencies as current eviction policies and grievance procedures, pursuant to HUD regulations and the lease, will apply in those cases.

Relocation Appeals Process

An appeals process for issues dealing with relocation is described as follows:

When residential relocation assistance is offered, staff will inform the resident of the relocation appeal procedures. A resident will have 14 days after receipt of a written offer of relocation benefits to file an appeal. The appeal should be in writing, delivered to the Clement Kern Gardens Management Office within the 14 days. The appeal will be considered regardless of form.

Upon receipt of the written appeal, a meeting between the resident and IMS will be scheduled within ten business days. Residents may be represented at the meeting by a person of their choice and may bring other persons they think necessary to present their appeal at their own expense. Interpreters will be provided upon request.

Within 10 days of the meeting, IMS will issue a written decision summarizing the results of the meeting and the final decision related to the appeal.

3.2.3 Method of Payment – Permanent Moves

For households who are required to move permanently, ACD will offer to provide direct payment to the management company to ensure that no resident incur any out-of-pocket expenses in connection with this move. If desired by the household, a one-time fixed payment will be provided. This payment is based on the fixed payment schedule, established by the U.S. Department of Transportation. This payment amount is determined based on the number of rooms of personal property that must be moved. Currently, the Fixed Payment for Detroit, Michigan is shown in the chart below:

Occupant Owns Furniture									Occupant does not own furniture	
Number of Rooms of Furniture										
1	2	3	4	5	6	7	8	Add'l room	1 room, no furniture	Add'l room, no furniture
\$750	\$1000	\$1200	\$1350	\$1500	\$1650	\$1800	\$1950	\$150	\$500	\$200

In determining the number of “rooms”, the following is ACD’s policy for CKG:

Rooms include kitchens, living rooms, and if applicable, dining rooms, and/or basements. Bathrooms are not counted.

When a household opts for a fixed payment, there will be no deduction if certain large items (such as a hutch or piano) must be professionally moved and the resident asks that ACD pay the mover directly. A fixed payment may be made to the household as an advance (for a security deposit, as an example) if requested by the displaced household.

3.2.4 Method of Payment – Replacement Housing Payment

86 units currently located in CKG receive Project-based Rental Assistance (PBRA) through a Section 8 Housing Assistance Payment (HAP) contract with HUD. ACD will work with each displaced household to locate a comparable replacement housing unit that also has a rental subsidy to maintain housing affordability for the household, including requesting Tenant Protection Vouchers from HUD, as applicable. These efforts will maximize the long-term affordability for any households who may be required to move permanently from the property.

4. Unit Availability and Housing Quality Standards

All units used as comparables must be available to the displaced person. This means that they are or will be vacant at the time the move is required and the landlord would rent the unit to the displaced person.

The comparable units and replacement units selected by the displaced person must be inspected to ensure they are decent, safe, and sanitary. The inspection procedures used will be those established by HUD under the Section 8 HQS property inspection standards. In addition, if the unit was built prior to 1978, it must pass a visual assessment to determine that there is no peeling, flaking or chipping paint, dust or debris (flaking paint chips) within the unit or common area serving it. This is to comply with the Lead Safe Housing Rule (24 CFR Part 35, et al). The protocol for visual inspection is incorporated in the HQS inspection standards. If the unit fails to meet the required standards, it cannot be approved as the replacement housing until the failed items are corrected and the unit passes a re-inspection.

5. Relocation Services

IMS will assist in the provision of the following advisory services to assist the affected households who will be required to move:

- A full explanation of rights, benefits and options available under the Uniform Relocation Act, including Section 104 (d) relocation benefits
- Transportation services to comparable units
- Service assistance with potential landlords
- Service assistance with utility companies
- Service assistance with telephone company
- Service assistance with cable television company
- Housing counseling services
- Assistance with completing claim forms
- Translation services (if needed)

IMS will also work with the TCB-CL team for case management services. IMS will also refer residents to United Community Housing Coalition (“UCHC”) for help locating units outside of the Housing Plan, as needed.

6. Overcoming Potential Impediments to Relocation

Although every effort will be taken to reduce impediments to the relocation of CKG residents, ACD anticipates that there may be some challenges to the successful relocation of affected households.

Some displaced residents may have outstanding debts including amounts owed to the local utility companies. These debts may make it difficult to secure new utility services. IMS will connect residents with the necessary resources to overcome this potential challenge on a case-by-case basis.

7. Standards for Occupancy and Re-occupancy

In order to occupy or re-occupy a unit in CKG after the demolition and construction, all residents in good standing, and who are eligible for a unit within the anticipated income restrictions, will be offered an opportunity to reapply. Waitlist priority will follow the order listed in section 1.2 of this Relocation Plan.

8. Relocation Costs

Below is a detailed budget that indicates the projected costs for the planned relocation. These figures are an early estimate and are subject to change as the project progresses.

Item	Cost/Unit (87)	Budget
Moving Expense Payments	\$3,190.80	\$ 277,600
Rental Assistance Payments		\$0
Administrative Cost		\$0
Contingency (10%)	\$319.08	\$ 27,760
Total Estimated Relocation Cost	\$3,509.89	\$305,360

9. Resident Notification

A General Information Notice was hand delivered to all residents, the week of 5/23/22. Additionally, IMS receipted retroactive GINs for all households that were in place at the time of the CNI Grant Award Date who moved prior to receiving a GIN.

A Notice of Eligibility (“NOE”) will be sent to households at least six (6) months before any relocation is required. These will be phased by building, based on the anticipated demolition schedule. See exhibit in section 15.

Residents will receive an additional notice ninety (90) days before any relocation is required.

Formal notices and any accompanying materials relevant to relocation will be reviewed by City of Detroit prior to IMS issuing to residents.

IMS will conduct one-on-one meetings with all affected households prior to sending the NOE. The purpose of these meetings is to inform residents about the upcoming redevelopment plans, the anticipated construction schedule, moving details and future opportunities to residency. IMS will also identify any special household needs related to relocation.

If it is determined that a household requires assistance overcoming a language barrier or difficulty, IMS will make appropriate and reasonable accommodations.

Additional community-wide meetings related to relocation will be held from time-to-time to keep all residents informed on the overall project and relocation schedule.

IMS has developed a set of FAQs to help residents better understand the relocation process. This document was first shared with residents on 4/3/2023, distributed through the CKG newsletter and made available in the front office. Updates to the FAQ document will be issued periodically.

10. Relocation Recordkeeping and Notices

IMS, as part of its recordkeeping requirements, is maintaining an occupant list that, when the project is completed, will identify:

- All persons occupying the property as of the date of the GIN; and
- All persons moving from the property after the date of the GIN.

The property management staff will hand deliver, with receipt on file, or send by certified mail, return receipt requested, the following notices required by 49 CFR Part 24:

- General Information Notice (GIN): Sent the week of May 23, 2022.
- The property management staff will provide affected tenants with a Notice of Eligibility for Relocation Assistance at least six (6) months prior to any required relocation.
- 90-day Notice

The template for each of these required notices can be found in sections 11, 12, and 13.

IMS will provide the City of Detroit copies of all records maintained pursuant to this Relocation Plan.

11. Indication of Housing Choice – Left Field

Indication of Housing Choice LEFT FIELD

I, _____, the resident at _____
_____ in Clement Kern Gardens, Detroit, am signing this form to indicate:

- ☐ I want to move to Left Field with the transfer of rental assistance that I currently receive at Clement Kern Gardens
- ☐ I do not want to move to Left Field and I am requesting a Tenant Protection Voucher
- ☐ For residents who relocated out of Clement Kern Gardens at the time of demolition of their former residence at Clement Kern Gardens

Signature

Date

Please note:

- You may select only one option.
- Regardless of your selection:
 - o Your rent will continue to be based on your income (subject to program compliance).

You will be required to relocate temporarily during construction at the Clement Kern Gardens site pursuant to the General Information Notice and the Notice of Eligibility.

Questions? Please contact Erin Rogers at Independent Management Services at 313-650-6850 or by email at ChoiceRelocation@IMSTeam.net

12. Indication of Housing Choice – Clement Kern Gardens

Indication of Housing Choice **RETURN TO CLEMENT KERN GARDENS**

I, _____, the resident at _____
PRINT NAME PRINT STREET ADDRESS
_____ in Detroit, am signing this form to indicate:

- ☐ I want to return to Clement Kern Gardens
- ☐ I want to remain in my current housing with the rental assistance that I currently receive

Signature

Date

Please note:

- You may select only one option.
- Regardless of your selection, your rent will continue to be based on your income (subject to program compliance).

Questions? Please contact Erin Rogers at Independent Management Services at 313-650-6850 or by email at ChoiceRelocation@IMSTeam.net

13. General Information Notice

GENERAL INFORMATION NOTICE AT CLEMENT KERN GARDENS

Date: [REDACTED]

[REDACTED] and All Other Occupants
[REDACTED] Bagley
Detroit, MI 48126

Dear Occupants:

American Community Developers, Inc. (called here the "Developer") is interested in redeveloping the property you currently occupy at [REDACTED] **Bagley, Detroit, MI 48126** as part of the proposed Choice Neighborhoods Initiative at Clement Kern Gardens ("Project"). This notice serves to inform you of your rights as a potentially displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). This notice is applicable to all residents of Clement Kern Gardens at the time of the Initiation of Negotiations (ION) in May of 2020. If the Developer moves forward with the project, and you are displaced, you may be eligible for relocation assistance and payments under the URA.

However, you do not have to move now.
This is not a notice to vacate the premises.
This is a preliminary notice of relocation eligibility.

If you are determined to be eligible for relocation assistance, you will be eligible for: 1) Relocation advisory services including help to find another place to live; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving expenses; and 4) Replacement housing payments, if necessary, to enable you to rent a comparable replacement home. You will also have the right to appeal the determination of eligibility if you feel that your application for assistance was not properly considered. ⁱ

You should continue to pay your monthly rent to your landlord, because failure to pay rent and meet your obligations as a tenant may be cause for eviction and loss of relocation assistance. This includes continuing to certify your income, as required for continued eligibility. You are urged not to move or sign any agreement to purchase or lease a unit before receiving formal notice of eligibility for relocation assistance. If you move or are evicted before receiving such notice, you will not be eligible to receive relocation assistance. It is very important for you to contact us before making any moving plans.

Again, this is not a notice to vacate the premises and does not establish your final eligibility for relocation payments or assistance at this time. If you are determined to be displaced and are required to vacate the premises in the future, you will be informed in writing. In the event the proposed project does not proceed or if you are determined not to be displaced, you will also be notified in writing.

If you have any questions about this or any other relocation issues, please contact the Management Office at (313) 965-5650.

Sincerely,

Management



ⁱ NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States. However, non-federal funds will be used to provide relocation assistance to non-legally present persons who are otherwise eligible for assistance.)

14. Certification of Receipt

GENERAL INFORMATION NOTICE ACKNOWLEDGEMENT FORM

CLEMENT KERN GARDENS APARTMENTS

I hereby acknowledge that I have received the General Information Notice dated May ____, 2022. I further acknowledge that I must continue to pay my rent and comply with all terms of my lease agreement to be eligible for relocation benefits and failure to do so could result in denial of relocation benefits.

Head of Household: _____

Resident Address: _____

SIGNATURE: _____

[SIGN HERE]

DATE: _____

15. Notice of Eligibility for Relocation Assistance

Notice of Eligibility for Relocation Assistance

___ (date) _____

Mr. John Doe
Clement Kern Gardens
[insert street address]
Detroit, Michigan 48216

Dear (Clement Kern Gardens Resident) _____:

On (insert date GIN was issued) we notified you that American Community Developers, a nationally known provider of quality, affordable housing, submitted an application to the U. S. Department of Housing and Urban Development (HUD) to redevelop Clement Kern Gardens. As you know, we are planning to demolish the existing apartment buildings and in their place, construct new housing.

This is a **Notice of Eligibility for Relocation Assistance**. To carry out the project, it will be necessary for you to move from the property. However, you **do not** need to move now.

You will not be required to move without at least ninety (90) days advance written notice of the date by which you must vacate. And when you do move, you will be entitled to relocation payments and other assistance in accordance with Federal regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) of 1970, as amended.

The effective date of this notice is (insert date of ION). You are now eligible for relocation assistance, including:

- Counseling and Other Advisory Services
- Payment for Moving Expenses. You may choose either
 - 1) Have American Community Developers directly pay for all moving expenses;
 - 2) a payment for your actual reasonable moving and related expenses; or
 - 3) if you prefer, a fixed moving expense and dislocation allowance of (insert amount based on number of rooms with furniture).
- Replacement Housing Payment

You may be eligible for a replacement housing payment to rent a comparable, replacement apartment. The payment is based on several factors, including the cost of a “comparable replacement apartment,” the

monthly rent and average cost of utility service for your present apartment, and 30 percent of your average gross household income.

Listed below are the “comparable replacement homes” that you may wish to consider:

	Address	Rent and Utility Costs	Name and Telephone No. of Person to Contact
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____

We would be pleased to provide you with transportation to inspect these apartments. We believe that the unit at _____ (address) _____ is the most representative of your present apartment. The rent and the estimated average cost of utility services for that unit is \$_____.

Based on the information you have provided about your income, you may be eligible for a rental assistance payment up to \$_____ (42 X \$_____). This is the maximum amount that you would be eligible to receive. It would be paid in (*indicate number of installments*). If you rent a decent, safe and sanitary apartment where the monthly rent and average utility costs are less than \$_____, your rental assistance payment would be based on the actual cost of such unit.

Contact us immediately if you do not agree that these units are comparable to your apartment. We will explain the basis for our selecting these units. And, if necessary, we will find other units. We will not base your payment on any unit that is not a “comparable replacement apartment.”

We are enclosing a brochure entitled, “Relocation Assistance to Tenants Displaced from Their Homes.” Please read this brochure carefully. It explains your rights and some things you must do to obtain a payment. For example, to obtain a replacement housing payment, you must move to a decent, safe and sanitary apartment within one year after you vacate your present unit. Therefore, do not commit yourself to rent a unit until we inspect it.

We want to make it clear that you are eligible for assistance to help you relocate. In addition to relocation payments and housing referrals, counseling and other services are available to you. A representative of Independent Management Services, our property manager, will contact you soon to determine your needs and preferences. At that time, we will explain your rights and help you

obtain the relocation payments and other assistance for which you are eligible. If you have any questions, please contact: _____ (name) _____, _____ (title) _____, at _____ (phone) _____.

Remember, **do not move** before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained for your records.

Translation Services Available Upon Request
Phone # for the Hearing Impaired _____

Sincerely,

(name)

(title)

16. Move In Notice for New Tenants

CLEMENT KERN GARDENS APARTMENTS

1661 Bagley St.

Detroit, MI 48216

Phone: 313.965-5650 Fax: 313.965-7807

Date: _____

Dear _____,

On May 25, 2021, American Community Developers, Inc. (ACD) in partnership with the City of Detroit was awarded the [Choice Neighborhood Implementation Grant](#) by the Department of Housing and Urban Development (HUD). The proposed project involves the demolition and redevelopment of Clement Kern Gardens. Because federal funds are planned for use in this project, relocation benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) may apply to those living at Clement Kern Gardens prior to demolition of the property.

[This means that the unit you will be occupying will eventually be demolished and re-built and that as a new tenant you will have certain rights and benefits during the redevelopment.](#)

This notice is to inform you of the following information before you enter into any lease agreement and/or occupy a unit at Clement Kern Gardens:

- You will be [expected to move](#) from this unit prior to its demolition.
- You will be entitled to [supportive services](#), including early childhood resources, healthy food programs, physical fitness initiatives, and job training programs facilitated by The Community Builders - Community Life.
- You will have any [moving costs covered](#) when you are asked to move from Clement Kern Gardens.
- You will be given [relocation assistance](#). This means prior to being asked to move from Clement Kern Gardens you will be given options of comparable and available units to move in to.
- Should the new unit found for you be unaffordable, you may also receive [replacement housing payments](#) (or RHPs) that will make the new unit affordable to you.
- You will have [the right to return](#) to Clement Kern Gardens after re-development. Please note that residents already living at Clement Kern Gardens prior to May of 2022 will have higher preference for a return unit once the new housing has been redeveloped.

Please read this notification carefully prior to signing a rental agreement and moving into Clement Kern Gardens. If you should have questions about this notice, please contact the Management Office at (313) 965-5650. Once you have read and understood this notice, please sign the statement below if you still desire to lease the unit.

Sincerely,

Independent Management Services

I have read the above information and understand the conditions under which I am moving into Clement Kern Gardens.

Print Name of Tenant(s): _____

Signature(s): _____

Address and Unit Number: _____

Date: _____

17. Tenant Survey

CLEMENT KERN GARDENS TENANT SURVEY

The City of Detroit received a federal \$30 million Choice Neighborhoods grant, which will be used to build new, high-quality, affordable housing at Clement Kern Gardens and throughout Greater Corktown. To make sure that your household gets a new unit that fits your needs, please fill out the survey below.

PLEASE NOTE: You do not have to move now. No residents are scheduled to move until 2024. You will receive regular updates on the construction schedule, and through the grant you'll be matched with a Service Coordinator to walk through your options in detail.

BASIC INFORMATION

Date:

Unit #:

of Bedrooms:

Head of Household Name:

Phone Number:

Email:

Other Household Members Names and Ages:

1.

4.

2.

5.

3.

6.

What language do you speak in your home?

BASIC HOUSING NEEDS

Is there information that you can provide that will enable us to better serve your housing needs?

(Disability, i.e. mobility, visual or hearing impairment)

What utility services do you have? (Circle those that apply)

Landline phone Lifeline Cable Internet Services
Other (please list below):

Do you have any pets? YES NO

If so, please list type: _____

Do you own a car? Yes or No

Do you use public transportation regularly? Yes or No Type

Please take a few moments to review the CNI Replacement Housing Phases and map. Have you identified a housing preference within the Choice Neighborhoods Initiative Housing Plan?

Is there anything else you'd like us to know about your housing needs?

We may need to contact you again to ask additional questions. What is your preferred method of contact:

Questions? Please contact Erin Rogers at Independent Management Services at 313-650-6850 or by email at ChoiceRelocation@IMSTeam.net

18. CNI Replacement Housing Phases

Note: The following housing phases contain proposed unit mixes and counts that are subject to change.

Phase I – Left Field I & II

Left Field will be constructed in two phases containing approximately 120 units including townhomes and apartments. 48 of these units will be affordable. This development will contain Studio, 1, 2, and 3 bedroom units. Construction on the first phase of Left Field began in September 2022 and is expected to be completed in April 2024.

Phase II - Preserve on Ash I-III and Preserve Estates

The Preserves on Ash will contain three phases of townhome and apartment-style housing in North Corktown that will surround the Owen Economic Empowerment Center. It will contain a total of 160 units, 139 of which will be affordable. This development will be comprised of 1, 2, and 3 bedroom units. Construction on the first phase is expected to begin in Q2 2024, with the final phase completed in October 2025.

The Preserve Estates is a homeownership phase that will include 30 affordable units. These homes will have a range of 2-3 bedrooms. Sale of the units will begin just prior to construction start.

Phase III - Clement Kern Gardens

The buildings currently on site will be demolished and rebuilt in phases as a mixed income development. New construction will contain townhomes, walk-up flats, and apartments ranging from 0 to 3 bedrooms. Demolition is expected to begin in Q3 2024 with buildings 11 and 12 on the eastern side of the development (after construction is complete at Left Field I). Demolition of subsequent buildings will move across the site east to west, with construction of other phases expected to begin upon completion of the first.

CKG I - Bagley Townhomes and 10th Street Flats and CKG IV- Trumbull are expected to begin construction Q4 2024 and wrap up two years later. West of 10th, a senior building, is expected to start construction Q2 2025, and complete development Q1 2027. Central developments will start Q2 2026 and complete Q4 2027.

Phase IV - The Bridge I-III

The bridge will be an apartment-style housing development constructed in three phases. It will contain a total of 171 units, 126 of which will be affordable. This development will be comprised of 1, 2, and 3 bedroom units. The first phase is expected to begin construction in Q1 2025, with completion Q2 2027.

Phase V – Bagley Homeownership

The Bagley development will provide 10 for sale affordable 1 and 2 bedroom condominium units on a historic residential street two blocks east of the CKG site. Construction is expected to begin Q1 2025 and end Q2 2026. Sale of the units will begin just prior to construction start.

Choice Neighborhoods Housing Phases Map



Housing Phases by Location:

Phase I: Left Field

2610 Cochrane St, the Southeast corner of Cochrane and Fisher Service Drive. Directly North of the former Tigers Stadium

Phase IIA: Preserve on Ash

Several blocks along 14th and Ash St, just South of Martin Luther King Jr. Blvd

Phase IIB: Preserve Estates

One block East of Preserve on Ash, West of Wabash St along Ash St.

Phase III: Clement Kern Gardens

Located on Bagley St, between Rosa Parks Blvd and Trumbull Ave

Phase IV: The Bridge

Between Rosa Parks Blvd and Cochrane St, directly West of Left Field

Phase V: Bagley Homeownership

Northwest corner of Bagley St and Wabash St, about two blocks West of Clement Kern Gardens

TCB Community Life Detroit Office:
1842 Michigan Ave.

19. Compliance with 24 CFR Part 42, 49 CFR Part 24 and Choice Relocation Best Practices

In the spring of 2022, the City of Detroit and American Community Developers was deemed to be out of compliance for not having distributed General Information Notices to Clement Kern Garden residents since the award of its Choice Neighborhoods Implementation Grant on May 25, 2021.

The documentation on the pages that follow demonstrate steps taken by the City of Detroit, American Community Developers, and Independent Management Services in 2022 to comply with required notifications to original target housing residents that left Clemen Kern Gardens between 5/25/21 and June 2022.

No household left due to eviction. No household reported leaving due to concerns related to the upcoming redevelopment of the target housing site. Each household left voluntarily, seeking alternative housing elsewhere in the metro Detroit area. Two moved in with friends and/ or family. One household moved into another HUD assisted housing development. On June 30, 2023, following a request from this household, Independent Management Services issued a \$1500 payment in accordance with the moving expenses outlined as a right within the retroactive GIN issued in 2022.

No replacement housing payments were calculated as being owed to the three households based on the lack of a lease in the name of two households and the rent paid at the next HUD assisted property that the 3rd household moved into.

Technical assistance provided by the Department of Housing and Urban Development's Regional Relocation Specialist and Choice Neighborhoods team informed the content of notices, payments, and receipts reflected.

In March 2024, the City of Detroit was encouraged by the HUD Regional Relocation Specialist team to include documentation related to these activities within the CKG Relocation Plan to document corrective actions taken to get back into compliance.

Alexis Alexander

From: Chambers, Ernestine T <Ernestine.T.Chambers@hud.gov>
Sent: Thursday, April 14, 2022 11:31 AM
To: Alexis Alexander; Thurman, Maureen; Barrie, Unisa B; Ashford, James T
Cc: Alexandra Alexander; Simms-Patton, Natalie M; Rebecca Labov; Hashim, Kyleen M
Subject: [EXTERNAL]RE: [EXTERNAL]Re: <External Message> Relocation Notifications to Detroit Choice target housing residents
Attachments: Choice Relocation and Return Best Practices 7-1-19.pdf

Greetings Alexander,

As discussed, Detroit is currently out of compliance with the NOFO requirement which requires the GIN to go out as soon as practical after submission of application. Attached is a copy of our Choice Relocation and Return Best Practices. Below, I have included a synopsis of the section of the NOFO where these expectations are outlined.

Also, Maureen Thurman is the HUD Relocation expert for the Detroit area. I encourage you to leverage her expertise to support the local project related to inquiries and assistance to ensure that you all are following the Choice & URA guidelines. She will be able to support your legal team to quickly get into compliance.

Maureen Thurman	U.S. Dept. of Housing and Urban Development Office of Community Planning and Development 77 W. Jackson Blvd. Suite 2401 Chicago, Illinois 60604-3507	Phone: (312)-913-8718 Fax: (312)-353-5416
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Extract from page 28 – 2020 NOFO d. Relocation. *Projects involving real property acquisition, rehabilitation, or demolition are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) (42 U.S.C. 4601-4655), and the government-wide implementing regulations issued by the Federal Highway Administration at 49 CFR part 24 (except for displacement resulting from demolition or disposition activities subject to section 18 of the 1937 Act). As required by the URA, residents must be provided with certain notices prior to relocation. In the context of a Choice Neighborhoods Implementation Grant, applicants should provide the General Information Notice (GIN) that meets the requirements of the URA as soon as feasible after the date of submission of the grant application. The Initiation of Negotiations Date (ION) is a trigger date for issuance of a Notice of Eligibility for Relocation Assistance or the Notice of Non-displacement to each resident. The ION date for Choice Neighborhoods Implementation Grants is the execution date of the Grant Agreement. As of the Grant Agreement execution date, all residents of the project are eligible for relocation payments or other relocation assistance in accordance with the URA. When HUD determines that there are circumstances under which a planned Choice Neighborhoods project is either so large, or is located in a community with such limited housing resources to absorb large numbers of residents who will be displaced by the project, that a single ION would be impracticable and/or detrimental to the smooth relocation of residents, demolition of the existing units, and reconstruction of the project, HUD may approve multiple ION dates based on phased demolition as proposed by a grantee in its Transformation Plan. Each demolition phase should propose an ION date which is at least 6 months prior to the planned start date for demolition in that phase (e.g., for a demolition phase that will begin June 1, the proposed ION date should be no later than the preceding January 1). These phased ION dates will enable the grantee to concentrate advisory services and resources on assisting affected residents to find replacement housing in a timely manner as each demolition date approaches. Grantees may opt to send Notices of Eligibility sooner than required, but these Notices must be sent no later than the established ION date for each phase.*

In addition, Choice Neighborhoods grantees are required to (1) inform residents of the target public and/or assisted housing of their right to return, and the specific counseling and supports that will be provided prior to and up to three years after initial relocation to ensure that all residents can maintain lease compliance and eligibility for units in the new development(s), including effectively handling landlord disputes, to make a successful transition back to the revitalized neighborhood; (2) integrate comprehensive relocation and re-occupancy counseling and supports with the People Plan, so that residents of the target public and/or assisted housing receive the array of services they need to return to the revitalized housing or maintain stability in other housing of their choice; (3) regularly communicate and collaborate with property management to ensure that case management supports are offered to households at risk of

Page 28 of 92

eviction; (4) track 100 percent of the relocated residents for at least five years after their initial move; and (5) report to HUD on relocation and re-occupancy metrics.

Ernestine T. Chambers

Neighborhood and Community Investment Specialist
Choice Neighborhoods Office
US Department of Housing and Urban Development
Washington, D.C.

ernestine.t.chambers@hud.gov

From: Alexis Alexander <Alexis.Alexander@detroitmi.gov>

Sent: Wednesday, April 13, 2022 1:54 PM

To: Thurman, Maureen <Maureen.Thurman@hud.gov>; Barrie, Unisa B <Unisa.B.Barrie@hud.gov>; Chambers, Ernestine T <Ernestine.T.Chambers@hud.gov>; Ashford, James T <James.Ashford@hud.gov>

Cc: Alexandra Alexander <Alexandra.Alexander@detroitmi.gov>; Simms-Patton, Natalie M <Natalie.M.Simms-Patton@hud.gov>; Rebecca Labov <labovr@detroitmi.gov>

Subject: RE: [EXTERNAL]Re: <External Message> Relocation Notifications to Detroit Choice target housing residents

Good afternoon,

Unisa or Ernestine, could you share your thoughts on Maureen's message below?

As we work to get the GIN and NOEs drafted, your response will help us to include the correct language.

-Alexis

From: Thurman, Maureen <Maureen.Thurman@hud.gov>

Sent: Thursday, March 31, 2022 12:54 PM

To: Alexis Alexander <Alexis.Alexander@detroitmi.gov>; Barrie, Unisa B <Unisa.B.Barrie@hud.gov>; Chambers, Ernestine T <Ernestine.T.Chambers@hud.gov>; Ashford, James T <James.Ashford@hud.gov>

Cc: Alexandra Alexander <Alexandra.Alexander@detroitmi.gov>; Simms-Patton, Natalie M <Natalie.M.Simms-Patton@hud.gov>; Rebecca Labov <labovr@detroitmi.gov>

Subject: [EXTERNAL]Re: <External Message> Relocation Notifications to Detroit Choice target housing residents

Good afternoon all. I would like to share this Choice document on relocation. We have seen phased Choice IONs and prior to that with HOPE 6 grants. In discussion, we agreed that the GIN is late, but can be issued as soon as I help craft one from the template based on circumstances.

The main question I was hoping to get clarification on is the allowance of phasing the IONS. Please advise when you can as it seems there is some inconsistency on direction relative to this issue?

Appreciate it much!

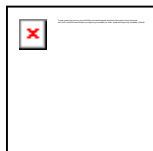
Page 5, under B. Relocation - IONs

https://www.hud.gov/sites/dfiles/PIH/images/Choice_Relocation_and_Return_Best_Practices_7-1-19.pdf

*Maureen Thurman, Region V Relocation Specialist
U.S Department of Housing & Urban Development
Office of Affordable Housing, Relocation Division
Regional Office
77 W. Jackson Blvd. Chicago, Illinois 60604*

Phone 312-913-8718

Website: <https://www.hud.gov/relocation>



From: Alexis Alexander <Alexis.Alexander@detroitmi.gov>

Sent: Thursday, March 31, 2022 11:44 AM

To: Barrie, Unisa B <Unisa.B.Barrie@hud.gov>; Chambers, Ernestine T <Ernestine.T.Chambers@hud.gov>; Ashford, James T <James.Ashford@hud.gov>; Thurman, Maureen <Maureen.Thurman@hud.gov>

Cc: Alexandra Alexander <Alexandra.Alexander@detroitmi.gov>; Simms-Patton, Natalie M <Natalie.M.Simms-Patton@hud.gov>; Rebecca Labov <labovr@detroitmi.gov>

Subject: <External Message> Relocation Notifications to Detroit Choice target housing residents

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you have concerns about the content of the email, please send it to phishing@hud.gov or click the Report Phishing Button on the Outlook ribbon or Phishing option within OWA.

Good afternoon,

The City of Detroit's Choice team had an opportunity to speak with Maureen and Natalie this morning to follow up on some of the concerns raised during our 3/17 call on relocation notifications to Clement Kern Gardens residents as part of Choice.

We wanted to make an e-connection between the Choice team working with us on our implementation (Unisa, Ernestine, and James) and the regional relocation team at HUD.

Maureen is doing some research on GINs and NOEs and will keep us in the loop on her findings.

Alexis Alexander

Choice Neighborhoods Project Manager

City of Detroit, Housing and Revitalization Department

2 Woodward Avenue, Suite 908

Detroit, MI 48226

(248) 906-8553

Alexis.Alexander@detroitmi.gov

Mike E. Duggan, Mayor

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING

June 23, 2022

Ms. Alexis Alexander
City of Detroit
Housing and Revitalization Department
2 Woodward Avenue, Suite 908
Detroit, MI 48226

Subject: Choice Neighborhoods Implementation Grant
Approval of Request for Multiple ION Dates
Clement Kern Gardens
Grant Number: MI5F536CNG120

Dear Ms. Alexander:

The Department of Housing and Urban Development (HUD) has completed its review of your request for multiple ION dates based on your phased development proposal, which was submitted on June 21, 2022. This request explains that a single ION date would be impractical because a phased relocation and demolition plan better facilitates the ability for some households to move directly into subsequent phases of newly developed housing.

Site	GIN Date	NOE "light"/ information notice	Anticipated Initiation of Negotiations (ION) Date + FULL NOE	Anticipated Date of Relocation for Current Residents	Anticipated Demolition of Site
CKG East	May/June 2022		February 2023	July 2023-December 2023	October-December 2023
CKG Central			February 2025	July-September 2025	October-December 2025
CKG West			November 2026	April-September 2027	July-December 2027

For this reason, HUD has approved your request for multiple ION dates. As stated in the request, each demolition phase will have an ION date that is 8 months prior to the start of demolition for that phase (6 months is the required timeline). Notification and relocation procedures should proceed at your earliest convenience for the first proposed ION date of

February 24, 2023. However, if there are changes to the subsequent ION dates, you must submit to HUD a revised demolition phasing plan and refined schedule of ION dates based on the revised plan.

Should you have any questions, please contact Unisa Barrie, your Team Coordinator, at unisa.b.barrie@hud.gov.

Sincerely,

Luci Blackburn
Choice Neighborhoods Director
Office of Public Housing Investments

7.13.22 GIN discussion for residents that departed from CKG 3-3:30pm

Attendees: Alexandra Alexander, Alexis Alexander, Unisa Barrie, Mike Essian, Rebecca Labov, Maureen Thurman

HUD: The GIN should have gone out when the application was approved in May 2021. So, for these 3, they were not fully informed before moving out. They might have made different choices had they been informed. And are eligible for permanent relocation as they were not fully informed.

IoNs etc can be phased.

Note: Detroit has already received HUD approval to phase distribution of IoNs and NoEs [LINK](#)

City of Detroit: With information collected so far, approximately \$1500 would need to be provided to each household for moving expenses. Rent paid at current residence is less than what was paid at CKG prior to move out.

ACD - \$5K could be considered more manageable. This is the first time hearing that the GIN should have gone out at application.

HUD – It's in the CNI NOFA and elsewhere.

If monitored – this would be a HUD finding of non-compliance. See link below for the track we would be asked to take:

https://www.hud.gov/sites/dfiles/CPD/documents/Corrective%20Action%20FAQ%20Revised%20041122.pdf?utm_source=HUD+Exchange+Mailing+List&utm_campaign=3190a80a29-REVISED_URA_FAQS_APRIL_2022_22%2F4%2F19&utm_medium=email&utm_term=0_f32b935a5f-3190a80a29-19644431

Question from CoD to ACD - Who should be listed as the contact on the GIN for these 3 households.

Reply: IMS. And then they can direct traffic.

Question from CoD to HUD: What approach should be used to handle a head of household that moved out and then returned and signed their GIN the next day.

HUD: Need to document that they had the form prior to move out. Need to show attempts made to deliver the GIN prior to when they moved out. How did the document finally make it to them for them to sign and return the next day? If we can show that they were aware, likely will be ok.

Sliding it under the door is considered delivering.

Alexis Alexander

From: Alexandra Alexander
Sent: Wednesday, July 13, 2022 4:15 PM
To: Alexis Alexander; Mike@acdmail.com; Unisa.B.Barrie@hud.gov; Maureen.Thurman@hud.gov; Rebecca Labov
Subject: RE: CNI Detroit Move Out GIN Discussion

Alexis,

In prepping the GINs to send to IMS I have to make a correction on my previous statement of moving expenses. 2 of the three households will have a moving expense payment of 1500, and 1 household will have a moving expense payment of 1650. Otherwise, this looks accurate to me.

Best,

Alex Alexander (she/her/hers)
Choice Neighborhoods Housing Specialist
Housing and Revitalization Department
City of Detroit

From: Alexis Alexander <Alexis.Alexander@detroitmi.gov>
Sent: Wednesday, July 13, 2022 4:02 PM
To: Alexandra Alexander <Alexandra.Alexander@detroitmi.gov>; Mike@acdmail.com; Unisa.B.Barrie@hud.gov; Maureen.Thurman@hud.gov; Rebecca Labov <labovr@detroitmi.gov>
Subject: RE: CNI Detroit Move Out GIN Discussion

Good evening,

Attached is a brief write up of our discussion today. If anything was missed, please let me know.

-Alexis

-----Original Appointment-----

From: Alexandra Alexander <Alexandra.Alexander@detroitmi.gov>
Sent: Friday, July 1, 2022 8:41 AM
To: Alexandra Alexander; Alexis Alexander; Mike@acdmail.com; Unisa.B.Barrie@hud.gov; Maureen.Thurman@hud.gov; Rebecca Labov
Subject: CNI Detroit Move Out GIN Discussion
When: Wednesday, July 13, 2022 3:00 PM-3:30 PM (UTC-05:00) Eastern Time (US & Canada).
Where:

Hello All,

Several questions regarding those who have moved from CKG prior to receiving the GIN arose in our HIE check-in yesterday. We thought it would be beneficial for us to meet as a group to get on the same page. Please let me know if this time doesn't work for you and I will adjust as necessary.

Best,

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or join by entering a meeting ID

Meeting ID: 288 383 254 251

Passcode: Zzgyxs

Or call in (audio only)

[+1 469-998-6602,,245646417#](#) United States, Dallas

Phone Conference ID: 245 646 417#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

Alexis Alexander

From: Thurman, Maureen <Maureen.Thurman@hud.gov>
Sent: Thursday, July 14, 2022 1:54 PM
To: Alexis Alexander
Subject: [EXTERNAL] Re: <External Message> RE: CNI Detroit Move Out GIN Discussion

This Message Is From an External Sender

ATTENTION: This email was sent from an external source. Please be extra cautious when opening attachments or clicking links.

Just a few comments...

The GIN should have gone out as soon as feasible after the Choice Application was sent/received by HUD for processing prior to HUD approval

Required Notices

*The URA regulations require notices to be issued to residents who may relocate because of a Choice Neighborhoods project. These notices provide key information about the project, the rights and protections of residents, and their eligibility for relocation assistance and payments under the URA. The following provides a brief explanation of the major required notices. **Grantees should consult the URA and the HUD Relocation Handbook for guidance on notices and for sample notices.***

A) General Information Notice (GIN)

As soon as feasible after the date of submission of the Choice Neighborhoods Implementation Grant application to HUD, the Grantee must provide residents/households scheduled to be displaced a General Information Notice (GIN) that meets the requirements of the URA. For the purposes of the GIN, HUD considers all Original Residents as scheduled to be displaced.

Typically, the Notice of Relocation Eligibility is delivered after a Choice grant is approved/contracts executed (which is what we consider the ION). But as understood, the IONs are phased so this will look different.

Who should be listed as the contact for the GIN for the 3 households. Listing the developer as the contact is appropriate, and recordkeeping will reflect what is needed. Agree

Documenting that the tenant received a GIN (the tenant that signed and brought in the day after moving out). Yes, as a last resort, we allow delivering to a secure place, in mailbox (that is accessible only to the tenant), placing under the apt. door, should be a record of this and how it was delivered. Sliding it under the door is considered delivering as long as it is documented along with the chain of attempts.

Thanks for the opportunity to comment.

Maureen Thurman

Relocation Specialist, Region V (IL, MN, MI, OH,IND)
US Department of Housing & Urban Development
Office of Affordable Housing, Relocation Division
451 7th Street SW., Room 7162
Washington, DC 20410
Maureen.Thurman@hud.gov

[URA The HUD Way](#) is a free, web-based training series
on URA & 104(d) requirements for HUD-funded projects.



From: Alexis Alexander <Alexis.Alexander@detroitmi.gov>

Sent: Wednesday, July 13, 2022 3:01 PM

To: Alexandra Alexander <Alexandra.Alexander@detroitmi.gov>; Mike@acdmil.com <Mike@acdmil.com>; Barrie, Unisa B <Unisa.B.Barrie@hud.gov>; Thurman, Maureen <Maureen.Thurman@hud.gov>; Rebecca Labov <labovr@detroitmi.gov>

Subject: <External Message> RE: CNI Detroit Move Out GIN Discussion

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you have concerns about the content of the email, please send it to phishing@hud.gov or click the Report Phishing Button on the Outlook ribbon or Phishing option within OWA.

Good evening,

Attached is a brief write up of our discussion today. If anything was missed, please let me know.

-Alexis

-----Original Appointment-----

From: Alexandra Alexander <Alexandra.Alexander@detroitmi.gov>

Sent: Friday, July 1, 2022 8:41 AM

To: Alexandra Alexander; Alexis Alexander; Mike@acdmil.com; Unisa.B.Barrie@hud.gov; Maureen.Thurman@hud.gov; Rebecca Labov

Subject: CNI Detroit Move Out GIN Discussion

When: Wednesday, July 13, 2022 3:00 PM-3:30 PM (UTC-05:00) Eastern Time (US & Canada).

Where:

Hello All,

Several questions regarding those who have moved from CKG prior to receiving the GIN arose in our HIE check-in yesterday. We thought it would be beneficial for us to meet as a group to get on the same page. Please let me know if this time doesn't work for you and I will adjust as necessary.

Best,

Alex Alexander

Heather Ortiz
3980 10th St
Ecorse, MI 48229

Date _____

Dear Occupant:

American Community Developers, Inc. (called here the “Developer”) is anticipating redevelopment of the property you recently occupied at **1561 Bagley, Detroit, MI 48126** as part of the proposed Choice Neighborhoods Initiative at Clement Kern Gardens (“Project”). This notice serves to inform you of your rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). This notice is applicable to all residents of Clement Kern Gardens at the time of the Initiation of Negotiations (ION) in May of 2021. Since you moved prior to any written notification about the ramifications of moving after the Choice Neighborhoods Project was approved, you are being contacted at this time to determine the specifics of your eligibility for assistance.

At this time, you have been determined to be eligible for the following relocation assistance: 1) Relocation advisory services including help to find another place to live; 2) A payment for your previous moving expenses; 3) If you elect to move to eligible replacement housing because your current unit is not acceptable, additional moving assistance to another unit; 4) Replacement housing payments, if necessary, to enable you to rent a comparable replacement home; and 5) regardless of the benefits provided under the Uniform Act as a permanently displaced tenant, you will be offered **the right to return** to Clement Kern Gardens after redevelopment. You will also have the right to appeal the determination of eligibility for relocation assistance if you feel that your application was not properly considered. ⁱ

Moving Expenses: Because you have been determined to be displaced, you are entitled to a moving expense payment for your move from Clement Kern Gardens to your current residence. Your options for payment are: 1) Submit receipts of moving expenses incurred from your initial move out of Clement Kern Gardens, or 2) receive a reasonable fixed payment based on your unit size in your original unit at Clement Kern Gardens with no further documentation.

The Fixed Residential Moving Cost Schedule bases its calculations on the number of “rooms of furniture” and considers the following room types in calculating the fixed payment: bedrooms, kitchens, dining rooms, living rooms, and storage spaces such as a storage unit or basement. The unit you occupied at 1561 Bagley included 2 bedrooms, a kitchen, a living/dining room, and a basement. Based on the Fixed Residential Moving Cost Schedule, for a 5-room unit in Michigan, your fixed moving expense payment will be: **\$1500**

Replacement Housing Payments: Because you have been determined to be displaced, you may be entitled to replacement housing payments at your new unit. Because you also have the option to maintain your right to return to the newly developed Clement Kern Gardens, you have the following options:

1. Maintain your current residence and the right to return with a replacement housing payment should the unit be determined to be decent, safe, and sanitary,
2. Maintain your current residence and forego your right to return, but still receive a replacement housing payment if the unit meets local code standards,
3. Move to another assisted income-based unit, if available and maintain your right to return with additional moving expenses paid, or
4. Move to another market rate, comparable unit and receive moving expenses and a replacement housing payment if warranted.

In order to maintain your current residence and receive a replacement housing payment, the City is required to inspect your current residence to ensure it is up to code and decent, safe, and sanitary. Should your current residence not pass inspection your options are: 1) maintain your current residence and forgo your right to return as well as replacement housing payments; or 2) move to another assisted income-based unit and maintain your right to return with additional moving expenses paid; or 3) move to a unit that is comparable, decent, safe, sanitary and code complaint with moving expense and replacement housing payments. Replacement housing payments will be calculated based on your income, current rent, and utilities. You are entitled to the calculated difference between your current rent and an affordable rent for 42 months to be paid quarterly.

In the event that you choose to either move to an assisted and affordable unit (including within the Choice Neighborhoods Project) within the 42-month replacement housing payment period, you may not be entitled to the full 42 months of payment. Quarterly replacement housing payments will cease upon your return to an assisted and affordable unit.

You should continue to pay your monthly rent to your landlord, because failure to pay rent and meet your obligations as a tenant may be cause for eviction and possible loss of relocation assistance. This includes certifying your income, as required for continued eligibility, if you wish to return to the development when completed. You are urged not to move or sign any agreement to purchase or lease a unit before receiving formal notice of eligibility for relocation assistance. If you move or are evicted before receiving such notice, you will not be eligible to receive relocation assistance. It is very important for you to contact us before making any moving plans.

Please contact the Developer within 30 days to review your annual income, to review your monthly rent and utilities payment at your current place of residence, to schedule an inspection of your current place of residence, and to determine your preferences as they relate to your right to return. The City will use the information gathered to determine your replacement housing payments, and, if needed to find a comparable alternate unit. A determination of a final replacement housing subsidy and moving payment calculation will come in the form of Notice of Relocation Eligibility based upon individual information regarding your housing situation.

Please sign and return the receipt **within 30 days** of receiving this notice. Failure to do so may result in loss of relocation assistance and payments. If you do not contact the Developer and send the receipt within 30 days, the Developer will initiate a final follow-up. If you still do not contact the Developer, you may lose your rights to relocation assistance including a moving expense payment and a replacement housing payment.

If you have any questions about this or any other relocation issues, please contact the Management Office at (313) 965-5650.

Sincerely,

Management



ⁱ NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States. However, non-federal funds will be used to provide relocation assistance to non-legally present persons who are otherwise eligible for assistance.)

**GENERAL INFORMATION NOTICE
ACKNOWLEDGEMENT FORM**

CLEMENT KERN GARDENS APARTMENT

I hereby acknowledge that I have received the General Information Notice dated September¹⁶, 2020. I further acknowledge that I must continue to pay my rent and comply with all terms of my lease agreement to be eligible for relocation benefits and failure to do so could result in denial of relocation benefits.

Head of Household: Heather Cerda

Resident Address: 3980 10th st ecorse Mi, 48229

Email: ohareteeizee013@gmail.com

SIGNATURE:  DocuSigned by: FB5400B3B097400...

DATE: 9/16/2022

Tanykia Davis
671 Brainard St #1204
Detroit, MI 48207

Date _____

Dear Occupant:

American Community Developers, Inc. (called here the “Developer”) is anticipating redevelopment of the property you recently occupied at **1765 Bagley, Detroit, MI 48126** as part of the proposed Choice Neighborhoods Initiative at Clement Kern Gardens (“Project”). This notice serves to inform you of your rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). This notice is applicable to all residents of Clement Kern Gardens at the time of the Initiation of Negotiations (ION) in May of 2021. Since you moved prior to any written notification about the ramifications of moving after the Choice Neighborhoods Project was approved, you are being contacted at this time to determine the specifics of your eligibility for assistance.

At this time, you have been determined to be eligible for the following relocation assistance: 1) Relocation advisory services including help to find another place to live; 2) A payment for your previous moving expenses; 3) If you elect to move to eligible replacement housing because your current unit is not acceptable, additional moving assistance to another unit; 4) Replacement housing payments, if necessary, to enable you to rent a comparable replacement home; and 5) regardless of the benefits provided under the Uniform Act as a permanently displaced tenant, you will be offered **the right to return** to Clement Kern Gardens after redevelopment. You will also have the right to appeal the determination of eligibility for relocation assistance if you feel that your application was not properly considered. ⁱ

Moving Expenses: Because you have been determined to be displaced, you are entitled to a moving expense payment for your move from Clement Kern Gardens to your current residence. Your options for payment are: 1) Submit receipts of moving expenses incurred from your initial move out of Clement Kern Gardens, or 2) receive a reasonable fixed payment based on your unit size in your original unit at Clement Kern Gardens with no further documentation.

The Fixed Residential Moving Cost Schedule bases its calculations on the number of “rooms of furniture” and considers the following room types in calculating the fixed payment: bedrooms, kitchens, dining rooms, living rooms, and storage spaces such as a storage unit or basement. The unit you occupied at 1765 Bagley included 2 bedrooms, a kitchen, a living/dining room, and a basement. Based on the Fixed Residential Moving Cost Schedule, for a 5-room unit in Michigan, your fixed moving expense payment will be: **\$1500**.

Replacement Housing Payments: Because you have been determined to be displaced, you may be entitled to replacement housing payments at your new unit. Because you also have the option to maintain your right to return to the newly developed Clement Kern Gardens, you have the following options:

1. Maintain your current residence and the right to return with a replacement housing payment should the unit be determined to be decent, safe, and sanitary,
2. Maintain your current residence and forego your right to return, but still receive a replacement housing payment if the unit meets local code standards,
3. Move to another assisted income-based unit, if available and maintain your right to return with additional moving expenses paid, or
4. Move to another market rate, comparable unit and receive moving expenses and a replacement housing payment if warranted.

In order to maintain your current residence and receive a replacement housing payment, the City is required to inspect your current residence to ensure it is up to code and decent, safe, and sanitary. Should your current residence not pass inspection your options are: 1) maintain your current residence and forgo your right to return as well as replacement housing payments; or 2) move to another assisted income-based unit and maintain your right to return with additional moving expenses paid; or 3) move to a unit that is comparable, decent, safe, sanitary and code complaint with moving expense and replacement housing payments. Replacement housing payments will be calculated based on your income, current rent, and utilities. You are entitled to the calculated difference between your current rent and an affordable rent for 42 months to be paid quarterly.

In the event that you choose to either move to an assisted and affordable unit (including within the Choice Neighborhoods Project) within the 42-month replacement housing payment period, you may not be entitled to the full 42 months of payment. Quarterly replacement housing payments will cease upon your return to an assisted and affordable unit.

You should continue to pay your monthly rent to your landlord, because failure to pay rent and meet your obligations as a tenant may be cause for eviction and possible loss of relocation assistance. This includes certifying your income, as required for continued eligibility, if you wish to return to the development when completed. You are urged not to move or sign any agreement to purchase or lease a unit before receiving formal notice of eligibility for relocation assistance. If you move or are evicted before receiving such notice, you will not be eligible to receive relocation assistance. It is very important for you to contact us before making any moving plans.

Please contact the Developer within 30 days to review your annual income, to review your monthly rent and utilities payment at your current place of residence, to schedule an inspection of your current place of residence, and to determine your preferences as they relate to your right to return. The City will use the information gathered to determine your replacement housing payments, and, if needed to find a comparable alternate unit. A determination of a final replacement housing subsidy and moving payment calculation will come in the form of Notice of Relocation Eligibility based upon individual information regarding your housing situation.

Please sign and return the receipt **within 30 days** of receiving this notice. Failure to do so may result in loss of relocation assistance and payments. If you do not contact the Developer and send the receipt within 30 days, the Developer will initiate a final follow-up. If you still do not contact the Developer, you may lose your rights to relocation assistance including a moving expense payment and a replacement housing payment.

If you have any questions about this or any other relocation issues, please contact the Management Office at (313) 965-5650.

Sincerely,

Management



ⁱ NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States. However, non-federal funds will be used to provide relocation assistance to non-legally present persons who are otherwise eligible for assistance.)

**GENERAL INFORMATION NOTICE
ACKNOWLEDGEMENT FORM**

CLEMENT KERN GARDENS APARTMENTS

I hereby acknowledge that I have received the General Information Notice dated July 13th, 2022.
I further acknowledge that I must continue to pay my rent and comply with all terms of my lease
agreement to be eligible for relocation benefits and failure to do so could result in denial of
relocation benefits.

Head of Household: Tanykia T. Davis

Resident Address: 671 Brainerd St. Detroit MI. 48201

Email: Tanykiad@yahoo.com

SIGNATURE: Tanykia Davis
[SIGN HERE]

DATE: 09/12/2022

Kenya Barnett
34736 Lipke
Clinton Township, MI 48035

Date _____

Dear Occupant:

American Community Developers, Inc. (called here the “Developer”) is anticipating redevelopment of the property you recently occupied at **1723 Bagley, Detroit, MI 48126** as part of the proposed Choice Neighborhoods Initiative at Clement Kern Gardens (“Project”). This notice serves to inform you of your rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). This notice is applicable to all residents of Clement Kern Gardens at the time of the Initiation of Negotiations (ION) in May of 2021. Since you moved prior to any written notification about the ramifications of moving after the Choice Neighborhoods Project was approved, you are being contacted at this time to determine the specifics of your eligibility for assistance.

At this time, you have been determined to be eligible for the following relocation assistance: 1) Relocation advisory services including help to find another place to live; 2) A payment for your previous moving expenses; 3) If you elect to move to eligible replacement housing because your current unit is not acceptable, additional moving assistance to another unit; 4) Replacement housing payments, if necessary, to enable you to rent a comparable replacement home; and 5) regardless of the benefits provided under the Uniform Act as a permanently displaced tenant, you will be offered **the right to return** to Clement Kern Gardens after redevelopment. You will also have the right to appeal the determination of eligibility for relocation assistance if you feel that your application was not properly considered. ⁱ

Moving Expenses: Because you have been determined to be displaced, you are entitled to a moving expense payment for your move from Clement Kern Gardens to your current residence. Your options for payment are: 1) Submit receipts of moving expenses incurred from your initial move out of Clement Kern Gardens, or 2) receive a reasonable fixed payment based on your unit size in your original unit at Clement Kern Gardens with no further documentation.

The Fixed Residential Moving Cost Schedule bases its calculations on the number of “rooms of furniture” and considers the following room types in calculating the fixed payment: bedrooms, kitchens, dining rooms, living rooms, and storage spaces such as a storage unit or basement. The unit you occupied at 1723 Bagley included 2 bedrooms, a kitchen, a dining room, a main living area and a basement. Based on the Fixed Residential Moving Cost Schedule, for a 5-room unit in Michigan, your fixed moving expense payment will be: **\$1650**.

Replacement Housing Payments: Because you have been determined to be displaced, you may be entitled to replacement housing payments at your new unit. Because you also have the option to maintain your right to return to the newly developed Clement Kern Gardens, you have the following options:

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You should continue to pay your monthly rent to your landlord, because failure to pay rent and meet your obligations as a tenant may be cause for eviction and possible loss of relocation assistance. This includes certifying your income, as required for continued eligibility, if you wish to return to the development when completed. You are urged not to move or sign any agreement to purchase or lease a unit before receiving formal notice of eligibility for relocation assistance. If you move or are evicted before receiving such notice, you will not be eligible to receive relocation assistance. It is very important for you to contact us before making any moving plans.

Please contact the Developer within 30 days to review your annual income, to review your monthly rent and utilities payment at your current place of residence, to schedule an inspection of your current place of residence, and to determine your preferences as they relate to your right to return. The City will use the information gathered to determine your replacement housing payments, and, if needed to find a comparable alternate unit. A determination of a final replacement housing subsidy and moving payment calculation will come in the form of Notice of Relocation Eligibility based upon individual information regarding your housing situation.

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If you have any questions about this or any other relocation issues, please contact the Management Office at (313) 965-5650.

Sincerely,

Management



ⁱ NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States. However, non-federal funds will be used to provide relocation assistance to non-legally present persons who are otherwise eligible for assistance.)

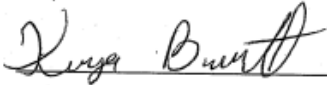
**GENERAL INFORMATION NOTICE
ACKNOWLEDGEMENT FORM
CLEMENT KERN GARDENS APARTMENTS**

I hereby acknowledge that I have received the General Information Notice dated July 13th, 2022.
I further acknowledge that I must continue to pay my rent and comply with all terms of my lease
agreement to be eligible for relocation benefits and failure to do so could result in denial of
relocation benefits.

Head of Household: Kenya Barnett

Resident Address: 34736 Lipke, Clinton township
MI, 48035

Email: kenyarwilliams95@gmail.com

SIGNATURE: 
[SIGN HERE]

DATE: 08/24/22

**Independent Management Services
Clement Kern Gardens
Accounts Payable Invoice**

Date 06/30/2023
 Vendor V04013--Tanykia Davis
 Invoice Number 6302023
 GL Posting Date 06/30/2023
 Reference Number
 Description MOVING EXPENSES PER JH

Net 0
 Due Date 06/30/2023
 Recommended Payment Date
 Payment Priority Normal
 Invoice on Hold FALSE
 Separate Vendor Payment FALSE
 Allocations
 Attachments 1765_Davis_CKG
 OPS
 URL

Vendor Address
 13615 Michigan
 Apt # C301
 Dearborn, MI 48126

GL Account	MEMO	Department	Location	Unit	Amount
625000--Other Renting Ex pen- se	MOVING EXPENSES PER JH		87CK--Clement Ke- rn Gardens		\$1,500.00
TOTAL					\$1,500.00

Account: 307 Post Date: 07/05/2023
Check Amount: 1,500.00 Check Number: 0000014056



Clement Kern Gardens
14381 North Rd
Fenton, MI 48430
810-750-7000

Comerica Bank
9-9/720

14056
Date: 06/30/2023

Pay To
The Order of Tanykia Davis

*****One Thousand Five Hundred Dollars*****

\$1,500.00****

Tanykia Davis
13615 Michigan
Apt # C301
Dearborn, MI 48126

Paul Cavallaro
Authorized Signature

Security features included. Details on back.

Security Features
The security features listed below, as well as those not listed, exceed industry guidelines.

Results of document alteration
Alerts handler the document contains security features
The face of this document contains a colored check background that fades from one color to another. The word "VOID" appears if copied or scanned

Microprint
Small type in check border and back signature lines, readable with a magnifying lens, appears as dots if copied or scanned

Security Screen
Absence of "Original Document" verbiage on back of check

Authentic Watermark
Visible under ultraviolet light. Cannot be photocopied or scanned

Fluorescent Fibers
Stains or spots appear when chemically altered or erased

Chemical Protection
Colored marks appear when chemically altered or erased

Chemical Erasure Protection
Causes toner to bond permanently to paper. Attempts to remove information with adhesive tape will destroy the paper surface

Toner Adhesion
Information with adhesive tape will destroy the paper surface

*** FEDERAL RESERVE BOARD OF GOVERNORS REG. CC**

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☐ CHECK HERE IF MOBILE DEPOSIT

Tanykia Davis
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