#### **AGENDA**

## ANN ARBOR HOUSING DEVELOPMENT CORPORATION REGULAR MEETING

June 10, 2024

Meeting Time: 7:00pm Location: Virtual on Zoom

Meeting Link: Join Zoom Meeting

https://a2gov.zoom.us/j/93197745815?pwd=a2FRd0ZGNXVLS1BuVG9XY2FTVDNZdz09

Meeting ID: 931 9774 5815 Passcode: 266477

+13126266799,,93197745815#

- APPROVAL OF AGENDA
- II. APPROVAL OF MINUTES
  - A. Regular Board Meeting Minutes of May 15, 2024
- III. NEW BUSINESS
  - A. Resolution 24-12: Approve a Letter of Intent with Related Midwest for 350 S 5<sup>th</sup> Ave
  - B. Resolution 24-13: Approve a Commitment with The Annex Group to Provide up to \$3 million Loan for the Union of A2
  - C. Resolution 24-14: Approve an Application to the Federal Home Loan Bank of Indianapolis for up to \$1 million and approve a grant for up to \$820,000 of Affordable Housing Millage funds for Broadway Terrace Renovations
  - D. Resolution 24-15: Approve a grant for up to \$7.5 million of Affordable Housing Millage funds for Lurie Terrace Renovations
  - E. Further discussion of Arbor South Development Letter of Intent and Partnership
- IV. ADJOURNMENT

#### **MINUTES**

## ANN ARBOR HOUSING DEVELOPMENT CORPORATION REGULAR MEETING

#### May 20, 2024

Meeting Time: 7:02 pm Location: Virtual on Zoom

The meeting was called to order at 7:02

**Board Members present:** Batalonga, Boer, Jenkins, Hall, Dr. Daniels, Dr. Meadows, and Weber

#### **Board Members absent:**

Guests: Dharma Akmon, Ulrike Raak, Jennifer Hall, Weneshia Brand

#### I. APPROVAL OF AGENDA

Jenkins moved and Boer seconded

Motion approved 7-0 (Batalonga, Boer, Jenkins, Hall, Dr. Meadows, Dr. Daniels, and Weber.- yes, 0 – no)

#### II. APPROVAL OF MINUTES

Weber moved and Daniels seconded to approve the minutes for

- A. Regular Board Meeting Minutes of March 20, 2024
- B. Email vote April 3, 2024
- C. Email vote April 17, 2024

Motion approved 7-0 (Batalonga, Boer, Jenkins, Hall, Dr. Meadows, Dr. Daniels, and Weber - yes, 0 - no)

#### III. NEW BUSINESS

A. Resolution 24-7: Approve a Letter of Intent with Arbor South Development Partners

#### Batalonga moved and Boer seconded

Motion approved 4-3 (Batalonga, Boer, Hall, Dr. Meadows 4 - YES; Dr. Daniels, Jenkins and Weber 3 – no)

#### Concerns:

- 1) What is the motive of the developers? Is it a desire to build affordable housing or to get parking built?
- The equity investment is unequal between the land value and the bond financing compared to the equity return and cost to buy out the partner, and the cash-flow
- Will the property management company screen people out that are lowincome
- 4) Can we do a master lease for a portion of the units to serve lower income households
- 5) Will the rest of the development be ok with the affordable housing component? How will that impact property management and tenant screening and services
- 6) What happens after the affordable housing development is built if the rest of the development does not get built
- 7) Will it be supported politically by the community and city council
- B. Resolution 24-8: Approve Board President and Vice President

Jenkins moved and Daniels seconded to appoint Dr. Meadows and Board President, Deana Boer as Board Vice President and Jennifer Hall as Secretary/Treasurer.

Motion approved 7 - 0 (Boer, Jenkins, Hall, Dr. Daniels, Dr. Meadows, Batalonga and Weber, 0 - no)

C. Resolution 24-9: Approve FY25 Budget (July 1, 2024 to June 30, 2025)

#### Batalonga moved and Boer seconded

Motion approved 7-0 (Boer, Jenkins, Hall, Dr. Daniels, Dr. Meadows, Batalonga and Weber, 0-no)

 D. Resolution 24-10: Approve Tenant Services Funding Contracts for Nonprofits

Batalonga moved and Daniels seconded

Motion approved 6-0 (Boer, Jenkins, Hall, Dr. Daniels, Batalonga and Weber, 0-no) Dr. Meadows abstained due to a conflict of interest with Ozone House

#### E. Resolution 24-11 Approve Amended Affordable Housing Millage Contract

#### Jenkins moved and Boer seconded

Motion approved 7-0 (Boer, Jenkins, Hall, Dr. Daniels, Dr. Meadows, Batalonga and Weber, 0-no)

#### F. April 2024 Financials

#### IV. ADJOURNMENT

End Time: 7:56

#### R-24-12

#### Resolution to Approve a Letter of Intent with Related Midwest for 350 S 5th

The Ann Arbor Housing Development Corporation through the Ann Arbor Housing Commission issued a Request for Proposal (AAHC 350) for a co-developer for 350 S 5<sup>th</sup> Ave that was due on February 8, 2023. Seven responses were received and two developers were interviewed. The RFP review team selected Related Midwest and Jennifer Hall has been meeting with and negotiating a Letter of Intent with Related Midwest, attached.

The project currently has PUD and Supplemental regulations approved by City Council, that was designed by SmithGroup. The plan includes a 2-tower concept because the intent was to include approximately 100 supportive housing units for people experiencing homelessness. The second tower was intended to be mixed-income, including some units affordable to households at 60% AMI or less.

Due to the post-COVID increase in construction costs and interest rates, the original concept does not appear to be financially viable. In addition, the City's sustainability requirements add an additional layer of expenses that are above and beyond typical construction costs. Consequently, we are discussing alternative designs. Constructing a single tower removes a significant cost related to the number of elevators and stairs that are required by code to serve two separate buildings.

Constructing a single building requires a rethinking of the income mix and funding sources. Due to the recent fires at several AAHC properties, which caused significant damage, tenant trauma, and increased insurance rates, I am reconsidering the idea of having a dedicated supportive housing tower that is 17 stories tall.

There are several new federal and state funding sources for affordable housing so we are also considering constructing a single tower that is mixed-income but all or most of the units are income-restricted. The AAHDC needs to sign a contract with Related Midwest in order to begin the development process. Attached is a Letter of Intent outlining our mutual understanding of what the final contract will include. Rochelle Lento, our attorney from Dykema Gossett, is representing us in these negotiations and during the development process. A much longer, more specific development agreement will be brought to the board for approval, in the future.

RESOLVED, That the Ann Arbor Housing Development Corporation approves the Letter of Intent with Related Midwest to co-develop 350 S 5th;

RESOLVED, That the Secretary-Treasurer be authorized and directed to execute the Letter of Intent, consistent with this resolution; and

RESOLVED, That the Secretary-Treasurer be authorized to take any necessary action to implement this resolution.

### RELATED

May 22, 2024

#### VIA ELECTRONIC TRANSMISSION TO:

Jennifer Hall **Executive Director** Ann Arbor Housing Commission 2000 South Industrial Highway Ann Arbor, Michigan 48104

RE: Letter of Intent - 350 South Fifth

Dear Jennifer:

On behalf of Related Midwest and its affiliates ("Related"), we appreciate the opportunity to work with the Ann Arbor Housing Commission and its affiliate, The Ann Arbor Housing Development Corporation ("AAHDC"), to co-develop the property at 350 South Fifth Avenue, Ann Arbor, Michigan (the "Project").

This correspondence ("Letter of Intent") is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes and as an outline for the Co-development Agreement. Neither party shall have any contractual obligations to the other with respect to the matters referred herein unless and until a Co-development Agreement has been fully executed and delivered by Related and AAHDC.

Co-development

Related Midwest and/or its affiliates

Parties:

Ann Arbor Housing Development Corporation and/or its affiliates

(collectively the "Parties")

Project team roles are attached as Exhibit A.

Property:

The property consists of an approximately 0.8 acre parcel located at 350 South Fifth Avenue (currently a parking lot) in Ann Arbor, Michigan (the "Property").

Co-development Agreement:

Within 30 days after acceptance of this Letter of Intent, Related will provide AAHDC with a draft of the Agreement. The Parties will work in good faith to execute the Agreement in a timely manner. No definitive obligations shall exist until and unless this Agreement has been finalized and signed by the Parties.

**Development Plan:** 

The Property is intended to be developed with either one or two multifamily buildings, with approximately 250-300 total units and commercial (or other active uses) on the ground floor. At least 100 units will be affordable at 60% AMI or below. Additionally, site accommodations will be made to improve the adjacent Ann Arbor Area Transit Authority bus station.

The specific income mix and program is not final as of the date of this Letter of Intent, but the Parties acknowledge that the preferred plan would be for all units to include an income restriction between 30% and 120% AMI. Additionally, the Parties acknowledge that there may be a permanent supportive housing component that would be owned and managed by AAHDC separately from the remainder of the building(s) ("PSH Component").

Zoning:

The Parties intend to design the building in conformance with existing zoning; however, the Parties also acknowledge that modifications may need to be pursued for the project to be financially viable.

**Land Contribution:** 

AAHDC will contribute the land to the project via 99-year ground lease. The estimated value of the land is \$6,200,000.

**Financing Plan:** 

As the preferred financing structure, Related and AAHDC will apply for long-term Tax Exempt Bonds ("TEB") from Michigan State Housing Development Corporation (MSHDA). In conjunction with the TEB, Related and AAHDC intend to secure an allocation of 4% Low Income Housing Tax Credits ("4% LIHTC") from MSHDA that will be sold to a LIHTC investor as equity to be used for the Project.

In order to maximize senior loan proceeds, the AAHDC will assist in pursuit of a PILOT for all income restricted units and a PBV contract for units targeting income bands at 50% AMI or below.

Related estimates that debt and equity will be able to support approximately 80% of the project costs, assuming the program discussed in this Letter of Intent and total development costs of \$500,000 per unit. The Parties will work together to identify and pursue resources to support the remaining funding requirements. Potential sources that the Parties intend to pursue are as follows:

- State Brownfield TIF
- ITC for solar and other eligible energy investments
- National Clean Investment Fund
- Department of Transportation TOD funding
- Local funding

Preliminary Ownership Structure:

AAHDC will continue to own the underlying land in perpetuity and will provide one or more 99-year ground leases to the ultimate Project owner(s).

The Parties anticipate that there will be at least one building owner, which would be a limited partnership with an investor limited partner that purchases the 4% LIHTC and a general partner. The general partner would be a limited liability company formed by and comprised of AAHDC and Related (or their affiliates). The composition of this entity will be 10% AAHDC and 90% Related ("Joint Venture"). Related will be the managing member of this entity.

If a PSH Component is added to the project, an additional ownership layer would be created such that the aforementioned limited partnership is the 99.99% owner of both components, with AAHDC serving as general partner of the PSH Component and the Joint Venture serving as general partner of the non-PSH component.

Architect(s):

The Parties acknowledge that SmithGroup has provided master planning and architectural services to AAHDC in connection with the City of Ann Arbor zoning approvals ("Master Planning Architect").

The Parties will issue a request for proposals to an agreed-upon list of qualified architecture firms, including SmithGroup, to identify the Project Architect of Record. After reviewing the proposals, the Parties will collectively choose which firm to select as Project Architect of Record. If SmithGroup is not selected as the Architect of Record, the Parties acknowledge that SmithGroup may continue to be involved through the duration of the Project as a consultant.

Legal Counsel:

AAHDC will engage Dykema Gossett to represent its interests in the Agreement and Joint Venture. Related will engage Levitt & Boccio to represent its interest in the same.

The Project will be represented by Dykema Gossett for the state and local aspects of the transaction, including subsidy funding, Project Based Voucher contracts, title, survey, and ground lease; and Levitt & Boccio for Tax-Exempt Bond, permanent and construction period debt, and LIHTC equity aspects of the transaction.

## Predevelopment Spend:

The Parties acknowledge that AAHDC incurred material predevelopment costs prior to executing this Letter of Intent ("Preliminary Planning Costs"). Upon acceptance of this Letter of Intent, AAHDC shall provide Related with detailed support for such Preliminary Planning Costs, all third party reports, and due diligence documents received as a result.

Related will pursue a predevelopment loan to support project predevelopment costs incurred from this date forward ("JV Predevelopment Costs"). Once the predevelopment facility is fully drawn, the Parties will share in predevelopment costs at a ratio equal to that of the Joint Venture. If a PSH Component is included, this calculation may be adjusted.

Any predevelopment spend incurred by either party will be capitalized within the project budget and reimbursed, with 6.0% interest applied, upon closing of the transaction.

#### Closing:

The closing of the Project's construction financing is anticipated to occur in late 2025, subject to any material deviations in the contemplated Development Plan that cause delay.

#### **General Contractor(s):**

The Parties will work together to select a general contractor that is best suited to deliver the Project, which could include LR Contracting Company, Related's contracting affiliate.

In any event, fees charged by the general contractor will be consistent with MHDA's established calculation, set forth below:

- 6% general conditions
- 2% overhead
- 6% profit

#### **Property Management:**

Related Management Company or an affiliate of Related shall be the Property Manager of the Project. Any PSH Component shall be managed separately by AAHDC or its designee.

Pursuant to a property management agreement to be negotiated, the Members will seek a five percent (5%) property management fee to the Property Manager for the affordable component and three percent (3%) for any market-rate component, if applicable. The minimum property management fee negotiated shall be three percent (3%) and the maximum fee shall be five percent (5%). Related and AAHDC will jointly negotiate any additional terms with the Property Manager including any potential overhead and/or startup expenses incurred during or before lease-up as a component of the property management agreement.

#### **Guaranties:**

The Related Companies, L.P. ("TRCLP") shall provide any guaranties required by the project lenders or investors.

If a guaranty is called and it is determined the cause of the guaranty call is gross negligence or willful misconduct by AAHDC, then AAHDC shall reimburse Related for the called amount plus interest. Otherwise, AAHDC shall reimburse 10% of the called amount and Related shall be responsible for the remaining 90%.

#### **Development Fee:**

The developer fee and split between Parties shall be calculated as follows:

- Utilize the MSHDA standard for overall developer fee that is capitalized in the project budget
- Of the capitalized fee, up to 50% (but no less than 25%) shall be deferred (or reinvested) into the project
- From the portion of developer fee that is not deferred, an overhead and guaranty fee of 2% of the total project budget shall first be paid to Related
- The balance of the fee, both paid and deferred, shall be shared with AAHDC at a ratio equal to the local funding (including land value) divided by total project budget.

The following example is provided for illustration purposes:

If the development budget (including PSH Component) excluding developer fee is \$130,000,000, of which \$10,000,000 is for acquisition and reserves, MSHDA would calculate the capitalized fee as follows:

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$10,000,000 * 7.5% + $120,000,000 * 15.0% = $18,750,000
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For this exercise, we will say 50% is deferred, resulting in a realized fee:

\$18,750,000 \* 50% = \$9,375,000

Subtracted from this amount and paid directly to Related as an overhead and guaranty fee is:

\$130,000,000 \* 2.0% = \$2,600,000

The remaining would be shared with AAHDC at a ratio consistent with the local funding included in the project. If the project is financed with \$104,000,000 of debt and equity and \$26,000,000 of local or state subsidy (including land value), AAHDC would share in 20% of the remaining \$6,775,000 developer fee.

AAHDC share = \$6,775,000 \* 20.0% = \$1,355,000 Related share = \$6,775,000 \* 80.0% = \$5,420,000

#### **Distributions:**

All available cash (from operations or capital events) after payment of operating expenses, fees, debt service (including any priority soft debt payment or deferred developer fee), and funding of reserves shall be allocated and distributed to the Managing Members on a pro-rata basis according to the Equity Interest Ratios, from time to time, at the discretion of the Joint Venture (but no less often than annually) and subject to any terms agreed upon with the Tax Credit Investor and governing agencies.

#### **Commissions:**

AAHDC and Related each acknowledge that no brokers have been or will be involved in the formation of the Agreement, and each party whose actions or alleged actions form the basis of any claim for a broker/finder's fee shall indemnify and hold the other harmless from any claims for such fees or commissions arising from the proposed transaction.

#### Confidentiality:

The parties will maintain the confidentiality of the terms of the transaction and the contents of this Letter of Intent, except that the parties may disclose the terms hereof to its consultants and advisors, or as necessary or required to be disclosed in connection with the due diligence investigations. The parties will not issue any press releases relative to the proposed development or potential Agreement without prior written consent from each other.

#### Legal Effect:

The parties acknowledge that this Letter of Intent is in no way intended to be a complete or definitive statement of all the terms and conditions of the proposed

development or potential Agreement, but contemplates concepts for the purpose of discussing a potential Agreement. The parties will not be legally bound in any manner to perform obligations and shall have no liability with respect to this Letter of Intent. These terms shall be governed by and interpreted in accordance with the laws of the State of Michigan, and are intended solely for the benefit of the parties hereto and their affiliates and not for the benefit of any third parties.

Execution Page Follows

Please execute a copy of this letter in the space provided below, indicating your acceptance of and agreement to the terms of this letter, and return to the undersigned.

We look forward to working with you on this transaction.

Sincerely,

Curt Bailey
President, Related Midwest

Accepted and agreed to this \_\_ Day of May, 2024:

Ann Arbor Housing Development Corporation

Name: Jennifer Hall
Title: Executive Director, Ann Arbor Housing Commission

Related Midwest LLC (on behalf of itself and its affiliates)

Name: Curt R. Bailey
Title: President, Related Midwest

#### Exhibit A

#### **Project Team Roles**

#### ANN ARBOR HOUSING DEVELOPMENT CORPORATION

- Share all existing documents related to the development including:
  - Environmental & Geotechnical Reports
  - Survey
  - Design documents
  - Cost estimates
  - Contracts and expenditures with existing contractors
- Engage the selected Co-developer in the overall development process including decisions impacting the development and management of the Project
  - Participate in the overall development process including making decisions impacting the development and management of the Project
  - o Approval of Architect, Engineer/s and General Contractor
- Lead some municipal project approvals, approval of the payment-in-lieu-of-taxes (PILOT) from the City of Ann Arbor, if necessary
- Lead public relations between the development and the community.
- Assist design, construction, and quality control of the development.
  - Work closely with the Co-developer, City, AAATA and DDA on the building design, materials and finishes
- Assist in securing public resources.
  - Lead in securing a portion of pre-development funds for market study, appraisals, design and other pre-development and pre-entitlement activities
  - Where possible, assist with interaction amongst public funding agencies including, but not limited to, HUD, MSHDA, FHA, the City of Ann Arbor and Washtenaw County
  - Assist in applying for local/state/federal funding to help support the development financing
    - Work with Co-developer to apply for Low Income Housing Tax Credits, New Markets Tax Credits, bond financing and/or other resources, if appropriate
  - Lead in securing project-based vouchers, if needed
- Facilitate funding and coordination of community and tenant supportive services.
- Maintain ownership control of the property.
- Establish a financial structure that allows it to participate in a stream of income from the development, including developer fee, cash flow and incentive management fees.
- Provide historical operating costs to develop detailed operating budgets showing at least 15-year projections.
- Assist with Section 3 and Davis-Bacon compliance, as needed.
- Manage waitlists and assist with leasing PBV units.
- Provide limited guarantees to be negotiated with the selected Co-developer and various lenders and syndicators, such as guarantees related to the leaseup of the project, tax credit basis adjustments, tax credit recapture events, operating deficit guarantee, environmental indemnities, and payment of any deferred development fee.
- Voucher Administrator: The AAHC has adopted a payment standard of 110% of Small Area Fair Market Rents (SAFMR) for zip code 48104

#### **RELATED MIDWEST**

- Undertake pre-development activities and due diligence.
- Suggest 3rd party professional services including design, construction, environmental, marketing, accounting, legal, and others as needed under the advisement of AAHDC.

- Work with AAHDC to select general contractor. Hire and oversee general contractor and all trades.
- Further develop architectural plans and specifications through construction document phase working with AAHDC & SmithGroup, obtain ocal approvals and permits.
- Obtain all permits, approvals, and environmental clearances.
- Develop and manage overall project budget.
- Develop and manage an implementation schedule and oversee construction.
- Develop a project operating pro-forma showing at least 15-year projections.
- Assist in obtaining financing and coordinating local resources.
- Provide all required guarantees which exceed those which can be provided by the AAHDC because of its nonprofit & governmental status.
- Provide all necessary financial guarantees and assurances to lenders and investors, including but not limited to: tax credit timing adjustments, payment of excess development costs, construction completion obligations, completion date, cost certification and environmental indemnities.
- Work with AAHDC to determine a general management structure and prepare a management plan
  with the AAHDC as the property manager for the subsidized portion of the property and the AAATA
  related to its portion of the property.
- Coordinate and lead Low Income Housing Tax Credit application to MSHDA, Federal Home Loan Bank, and other applications, as needed.
- Assist with developing training and employment opportunities to Section 3 individuals, as applicable.
- Solicit participation by MBE, WBE, and Section 3 firms.
- Ensure compliance with Davis-Bacon, if required
- Provide regular monthly reports on the progress of development efforts, including work completed, associated costs, and schedule.
- Oversee monthly draws and coordinate draws with title company and all funders.
- Assist AAHDC staff in developing capacity in the development and mixed-finance arenas.
- Oversee asset management functions as required through lease-up and conversion to permanent financing.
- Lead hiring of auditor for audits, tax returns and Cost Certification
- Submit 8609 to MSHDA

#### **SMITHGROUP**

- Assistance with pre-entitlement
- Coordinate with selected Co-developer
- Develop basis of design with the AAHDC
- Represent AAHDC's interests in the development of project-related review and documentation.
- SmithGroup may also enter into an agreement with the Co-developer to provide interior build out, design documents, construction documents, and construction contract administration services for the market rate portion of the project.

#### ANN ARBOR AREA TRANSPORTATION AUTHORITY (AAATA)

- Secure funding for the AAATA portion of the project including surface treatments, bus lane and
  platform construction, any building components that are necessary for safe transit operations on
  the site, costs associated with relocation of existing DTE equipment, building modifications to the
  Blake Transit Center (BTC), and any transit- or DTE-related work that may be required on the BTC
  parcel.
- Assistance with pre-entitlement
- Coordinate with selected Co-developer
- Represent AAATA's interests in the development of project-related review and documentation.

#### R-24-13

# Resolution to Commit up to a \$3 million Loan to The Annex Group or a Related Affiliate for the Development of Union at A2 on Commerce Drive

The Annex Group® (TAG) is an Indiana based multi-family housing developer, general contractor, and owner with a portfolio of communities valued at more than \$500 million. Combining the career experience of its entire leadership team, The Annex Group has overseen more than \$1 billion in single family, multi-family, mixed-use and other commercial projects including redevelopment and ground-up construction.

TAG is proposing to develop 250 high quality affordable housing multifamily units on Commerce Drive in Ann Arbor. This site will be redeveloped into a new construction low-income housing development called Union at A2 which will provide the City of Ann Arbor with a significant number of new affordable housing units to meet its production goal of 140 units/year. The incomes in this development will target 30, 60, and 70% of Area Median Income for Washtenaw County. Please see the current affordability mix below:

- 45 units at the 30% Area Median Income Level
  - o 1-3 bedrooms offered at \$649 \$886
- 73 units at the 60% Area Median Income Level
  - 1 bedrooms offered at \$1,347
- 132 units at the 70% Area Median Income Level
  - 1-3 bedrooms offered at \$1,579 \$2,176

The unit mix will be a variety of 1-, 2-, and 3-bedroom units. The site plan for this development features a single 5-story building (floors are at grade level) urban style apartment building. The various amenities that this project has to offer will be located withing the building. These amenities include a community room with a kitchen/coffee station, bike storage facility, fitness room, leasing/management office, a mailroom, picnic/grilling area, a playground, and storage spaces.

This location is suitable for an affordable housing development given its proximity to various amenities and transportation services. Ann Arbor City Council has approved a site plan (November 23rd, 2022) and a PILOT. The primary funding source is a 4% LIHTC & bond financing through MSHDA, which has also approved over \$15 million in soft funding to support the project. TAG is requesting up to \$3 million from the Affordable Housing Millage, subject to the final repayment terms and structure that is acceptable to MSHDA.

Union at A2 has entered into an agreement with Energy Diagnostics, Inc as the High-Performance Green Building Consultant. As a part of this agreement, this development will meet Energy Star Requirements to meet City and State sustainability goals. The Annex Group has contacted several nonprofit organizations to incorporate their services for potential tenants to access once the development has been completed. A full Community Impact Plan outlining services, partners, goals, and outcomes for residents will be enacted prior to completions. See some of the nonprofit groups include: the United Way, Disability Network of Washtenaw Monroe Livingston, Healthy Asian American Project (HAAP), and Jewish Family Services.

Staff recommend approval of a loan up to \$3 million to fill the final financing gap to enable this project to be built. The Secretary/Treasurer is working with TAG and MSHDA to determine the final terms of the loan, which will be in a subordinate position. The Secretary/Treasurer recommended a low interest cash-flow loan with a balloon payment at the time of any future recapitalization or change in ownership. TAG also has MSHDA loans that will be repaid with future cash-flow that TAG is proposing to pay on a pro rata basis with the AAHDC. The final loan terms will be brought back to the AAHDC board for final approval.

RESOLVED, That the Ann Arbor Housing Development Corporation approves a commitment of up to \$3 million subject to the final repayment terms and structure that are acceptable to MSHDA;

RESOLVED, That the Secretary-Treasurer be authorized to take any necessary action to implement this resolution.





The Annex Group®

A place to call home should be a necessity, not a privilege. At The Annex Group, we are working to ensure everyone has access to a home that is a catalyst for personal and community growth.

## Reaching

8,473 + LIVES 4,324 + HOUSEHOLDS

35 +
COMMUNITIES
& counting

Our mission is to create a positive impact with the people who live, work, and are involved in our communities.

www.theannexgrp.com

#### **Fostering Opportunities Through Access to Quality Services**

The Annex Group's mission is to make a positive impact on the residents of our communities. To achieve our mission, we have established a Community Impact Plan for each housing project in our portfolio. Community Impact Plan serves as a blueprint for our team, outlining how to effectively partner with established local and national community service organizations so that our residents have access to a network of supports.

#### **Process**

Our property management team advocates for our residents and creates a 'people first culture' by being actively engaged with our residents and by building relationships with community local and national service partners. We provide connection, education, and referral services, and are a catalyst in helping clients obtain support in crisis situations, and in personal goal achievement.

#### In Action: Community Events

As part of the Community Impact Plan, we host monthly events to promote community engagement and to actively connect residents with our community partners. The events are focused on providing the necessary supports to have a positive impact on quality-of-life outcomes. Including but not limited to Housing Stability, Health, Education and Workforce Development.







#### **Leading The Way - Community Impact Effort**

Delivery of services and support is integrated into our organizational framework. Performance objectives have been established to monitor the implementation of services and ensure continuous assessments, training, and assistance. To reinforce these efforts, the Annex Group property management team provides guidance and supervision to ensure effective and consistent delivery of supports through collaboration with services.

To learn more about our Community Impact and how we are making a difference in the lives of our residents, connect with our team at info@theannexgrp.com





# The Annex Group is proud to provide housing that benefits people, communities and the local economy.

When identifying potential partners, our focus is on local organizations that can offer comprehensive support, including crisis intervention and access to valuable resources such as employment opportunities, financial literacy programs, and pathways to home ownership. Our aim is to ensure that our residents have access to a wide range of services and opportunities that may not otherwise be available to them.



Union at 16th | 159 units Indianapolis, Indiana | Affordable Housing Partners: Christamore House and HealthNet

Our organization has formed a partnership with Christamore House and HealthNet to provide comprehensive support services to our community. These organizations are conveniently located on the bus line and are in close proximity to the property. HealthNet offers a range of healthcare services, including mental and dental care to our residents. Meanwhile Christamore House provides and array of services such as rent and utility support, job search assistance, transportation, and access to quality day care as well as before/after school programming.



Union at the Loop | 248 units Lawrence, Kansas | Affordable Housing Partners: HCCI and The Ballard Center

In Lawrence, we forged partnerships with two notable organizations, namely Housing and Credit Counseling, a not-for-profit entity and the Ballard Center, a local community center. Housing and Credit Counseling offers valuable financial literacy services to residents, including guidance on enhancing their credit scores and establishing and maintaining budgets. The Ballard Center provided rental and utility aid, affordable day care, care coordination services to assist households in crisis, and job search support, among other benefits.



Union at Middle Creek | 192 units Lincoln, Nebraska | Affordable Housing Partners: Center for People in Need and Department of Aging

In Lincoln, a partnership was established with the Center for People in Need and the Department of Aging to facilitate on-site English Language Learning classes and provide food support through access to a daily pantry, as well as assistance with enrollment for SNAP. Moreover, the residents are being offered financial literacy and financial management classes by the Center for People in Need. The Department of Aging is connecting the residents with mental health services, financial guidance, and resources as well as fulfilling their basic needs, including food support.



Union at Wiley | 180 units Cedar Rapids, Iowa | Affordable Housing Partners: Opportunity Center at Ladd Library and Abbehealth Services

In Cedar Rapids, we have established a partnership with the Opportunity Center at Ladd Library, which serves as an accessible gateway for individuals seeking a range of services, including education, job training and placement, health care navigation, financial counseling, and social services. Through collaboration with Abbehealth Services, we aim to provide our residents with enhanced access to mental health support and aging services that can id in them maintaining their independence.

#### R-24-14

Resolution to Approve an Application for a \$1 million Sponsor Loan to the Federal Home Loan Bank of Indianapolis and up to \$820,000 Grant of Affordable Housing Millage Funds for Broadway Terrace Renovations

The Ann Arbor Housing Development Corporation through the Ann Arbor Housing Commission issued a Request for Proposal to complete extensive renovations at Broadway Terrace including but not exclusively new flooring, cabinets, lighting, electrical upgrades, HVAC, doors, windows and solar panels. The total estimated development cost is \$2,874,496. The AAHDC has secured an \$800,000 MSHDA Enhancement Grant, \$725,000 HUD Economic Development Initiative Grant, and will be applying for IRA credits for the solar as well as funding from DTE for energy efficiency improvements. The balance of the funding will come from the Affordable Housing Millage or a construction loan from Chelsea State Bank.

The Federal Home Loan Bank of Indianapolis has opened its annual funding round for Affordable Housing Program (AHP) funds. The AAHDC can apply for up to \$1 million and will be partnering with Chelsea State Bank as the sponsor of the application. If awarded funding, Chelsea State Bank will provide a sponsor loan to the AAHDC which will be memorialized by a Sponsor Mortgage, Note and a 15-year Regulatory Agreement.

The City of Ann Arbor has contracted with the Ann Arbor Housing Development Corporation (AAHDC) to administer the Ann Arbor Affordable Housing Millage. The FY25 annual revenue is approximately \$6.9 million and it has increased annually since its adoption in FY21. If awarded FHLBI AHP funds, the AAHDC must complete the renovations within 3 years of award. There are sufficient millage funds to award up to \$820,000 to renovate Broadway Terrace over the 3-year construction period.

RESOLVED, That the Ann Arbor Housing Development Corporation approves the submission of an application for up to \$1 million in Federal Home Loan Bank AHP funds for renovations at Broadway Terrace;

RESOLVED, That the Ann Arbor Housing Development Corporation allocates and approves a grant of up to \$820,000 in Affordable Housing Millage funds for renovations at Broadway Terrace;

RESOLVED, That the Secretary-Treasurer be authorized and directed to execute any documents consistent with this resolution; and

RESOLVED, That the Secretary-Treasurer be authorized to take any necessary action to implement this resolution.

Max Points	Self Score Points	AHP 2024 Scoring Summary - Rental Quick Smart Score  This tool is a self-assessment to determine the competitiveness of your project and whether to move forward with the submission of an application. It is not to be used as an indicator of how FHLBank Indianapolis staff will ultimately score your application. It is also not a substitue for reading the Iplan and understanding the requirements for each scoring category.  FHLBank
5	5.000	Donated Property (5 pts) - Read the Iplan (pg 17) for details  50% or more of property is obtained through a charitable donation or conveyed by fed gov't entity  OR
		Yes Property is conveyed at a discounted price from fair market value (FMV) of at least 50%
7	7.000	Non-Profit Sponsorship (up to 7 pts) - Read the Iplan (pgs 17 - 18) for details  Rental Projects:  Not-for-profit or government sponsor has at least 25% and less than 49% general partnership or ownership interest and has at least a 25% interest in the developer fee. (1 pt.)  Not-for-profit or government sponsor has at least 49% and less than 100% general partnership or ownership interest in the proposed project and has at least a 49% interest in the developer fee. (4 pts.)  Not-for-profit or government sponsor has 100% general partnership or ownership interest with the proposed project and has 100% interest in the developer fee. (7 pts.)  Non-Profit Interest in Project:
20	20.000	Targeting (up to 20 pts) - Read the Iplan (pgs 18 - 19) for details Rental Projects:  Maximum points with ≥ 60% of units targeted to households @ $\leq$ 50% AMI  Minimum project eligibility threshold required at least 20% of units targeted to households $\leq$ 50% AMI  Total Rental units: 19  Total units $\leq$ 30% AMI: 10  Total units 31-50% AMI: 9  Total units 51-80% AMI: 7  Total units >80% AMI: 100.00%
4	0.000	Housing for Homeless (up to 4 pts) - Read the Iplan (pgs 19 - 20) for details  Overnight shelters are not eligible, transitional housing minimum stay must be ≥ 6 months.  Minimum threshold 20% of units reserved for homeless households. Maximum points - 80% of total units  Homeless Units:  0  Homeless %:  0.00%  Note: Projects receiving points in this criterion will not also receive points for the same units in the Special Needs criterion.
4	4.000	Special Needs (up to 4 pts) - Read the Iplan (pgs 20 - 21) for details  Minimum threshold 20% of units reserved for special needs. Maximum points - 80% of total units  Special Needs Units:  16  Special Needs %:  84.21%  Note: Projects receiving points in this criterion will not also receive points for the same units in the Housing for Homeless criterion.
2	0.000	Native American Housing (2 pts) - Read the Iplan (pg 22) for details  Is the proposed project being developed by a federally recognized tribe, a tribally designated housing entity, or other tribally owned entity; AND is the tribe or tribally owned entity a general partner or managing member in the project?  Is the development within the service area of the tribe or its Tribally Designated Housing Entity (TDHE)?  Are at least 20% of the total units in the development set-aside for households with at least one tribal member or descendant of a tribal member?
4	0.000	Rural Housing (4 pts) - Read the Iplan (pg 21) for details  Projects located in a designated rural area, as identified by the 2010 Rural-Urban Commuting Area (RUCA), or a city or town located within a metropolitan statistical area (MSA) that has a population of 15,000 or less shall receive 4 points.  RUCA Code for Project location (Non MSA)  Census Bureau population estimate

Max Points	Self Score Points	This tool is a self-ass	ring Summary - Rental Quick Smart Score  Please note:  ressment to determine the competitiveness of your project and whether to move forward with the submission of an application. It in indicator of how FHLBank Indianapolis staff will ultimately score your application. It is also not a substitue for reading the Iplan and understanding the requirements for each scoring category.	FHLBank
2	0.000	Large Units (2	pts) - Read the Iplan (pg 22) for details	
			20% or more of units are 3 Bedrooms or greater	
2	2.000	Rental Housin	g for Extremely Low-Income Individuals (2 pts) - Read the Iplan (pg 22) for details < 30% AMI Targeting Points	
5	0.000	Creating Econ 0.00	omic Opportunity (5 pts) - Read the Iplan (pg 22) for details Integrated Income Targeting >80% AMI  OR	
		No	Is the Project located in a census tract(s) where the median annual income meets or exceethe area median income (AMI)? To qualify under this scenario 100% of the project units be located in such census tracts.	
7	7.000	Yes Yes	ability (7 pts) - Read the Iplan (pg 23) for details  Does the Project meet any of the following six criteria?  1) Preservation Initiative  2) Stabilization  3) Blight Elimination  4) Main Street Revitalization  5) Promotion or Preservation of Homeownership  6) Investment Area	
8	0.000	Member Involv	rement (up to 8 pts) - <u>Read</u> the Iplan (pgs 24 - 25) for details  Is the Member the primary/lead lender for permanent or construction financing?	
	Select applicable category	Points	Туре	% of total developme nt cost
		4	Investor in Low Income Housing Tax Credits, New Market Tax Credits, Historic Tax Credits,	N/A
		4	or other similar tax credit programs  Permanent financing (financing term of a minimum of 120 months).	>= 5%
		3	Intermediate or short-term financing to the project (construction loan, bridge loan, line of credit or letter of credit). The line of credit cannot be for operating support of the sponsor and may not be an existing line of credit.	N/A
		1	Utilizing a FHLBank Indianapolis CIP Advance or Letter of Credit product for construction and/or permanent financing will receive and additional point.	N/A
		3	Financial donation to the project developent costs equal to the greater of \$10,000 or 1% of total development costs	N/A
8	8.000	19 19 19 19 19 19	Total number of units  Number of units meeting the proximity to transportation critiera? (up to 2 points)  Number of units meeting the healthy/nutritional food facilities criteria? (up to 2 points)  Number of units meeting the educational institutions critiera? (up to 2 points)  Number of units meeting the medical facilities criteria? (up to 2 points)	
5	5.000	5 points for 85	Proceed (5 pts) - Read the Iplan (pgs 28 - 29) for details % or more of total funding sources committed exclusive of AHP enchmarks required for Site Control and Zoning & Site Plan g Committed  85.00% (ZERO points if AHP > 40% of TDC)	
		·	\$2,874,496 Total Project Development Costs	
4	0.000	Projects Servi	ng Low-Income Minority Areas (4 pts) - Read the Iplan (pgs 29 - 30) for details  Is the project located in a low-income minority area census tract as defined in the I-Plan an data sources described on website?	d using the

Homeownership Opportunities in Low-Income Minority Areas (3 pts) - Read the Iplan (pgs 29 - 30) for details

Max Points

Self Score Points

#### AHP 2024 Scoring Summary - Rental Quick Smart Score

Please note:

This tool is a self-assessment to determine the competitiveness of your project and whether to move forward with the submission of an application. It is not to be used as an indicator of how FHLBank Indianapolis staff will ultimately score your application. It is also not a substitue for reading the Iplan and understanding the requirements for each scoring category.



Projects that meet the criteria for Projects Serving Low-Income Minority Areas above and provide homeownership opportunities are eligible for 3 additional points.

10

5.926

AHP Subsidy per unit (up to 10 pts) - Read the Iplan (pg 30) for details

AHP Subsidy: \$431,000 AHP Units: 19 Subsidy/unit: \$22,684.21

100

63.926

**Total Self Score** 

#### R-24-15

# Resolution to Allocate and Approve a Grant up to \$7.5 million in Affordable Housing Millage Funds for Lurie Terrace Renovations

Lurie Terrace is undergoing extensive renovations including but not exclusively installation of a fire suppression system, fire alarms, new generator, new flooring, electrical upgrades, HVAC, doors, windows, accessible walkways, landscaping and solar panels. The total estimated development cost is \$10,302,050. Lurie has secured a \$1,000,000 verbal commitment from DTE, \$510,000 HUD Economic Development Initiative Grant, \$200,000 in existing capital reserves and will be applying for IRA credits for the solar. The balance of the funding will come from the Affordable Housing Millage and/or a construction loan from Chelsea State Bank.

The Federal Home Loan Bank of Indianapolis has opened its annual funding round for Affordable Housing Program (AHP) funds. The AAAHC can apply for up to \$1 million and will be partnering with Chelsea State Bank as the sponsor of the application. If awarded funding, Chelsea State Bank will provide a sponsor loan to the AAHDC which will be memorialized by a Sponsor Mortgage, Note and a 15-year Regulatory Agreement.

The City of Ann Arbor has contracted with the Ann Arbor Housing Development Corporation (AAHDC) to administer the Ann Arbor Affordable Housing Millage. The FY25 annual revenue is approximately \$6.9 million and it has increased annually since its adoption in FY21. If awarded FHLBI AHP funds, the AAAHC must complete the renovations within 3 years of award. There are sufficient millage funds to award \$7.5 million to renovate Lurie Terrace over the 3-year construction period.

RESOLVED, That the Ann Arbor Housing Development Corporation allocate and approve a grant of up to \$7.5 million of Affordable Housing Millage Funds to the Ann Arbor Affordable Housing Corporation (DBA Lurie Terrace) to complete renovations at Lurie Terrace, to be drawn down as needed over the 3-year construction period;

RESOLVED, That the Secretary-Treasurer be authorized and directed to execute any documents consistent with this resolution; and

RESOLVED, That the Secretary-Treasurer be authorized to take any necessary action to implement this resolution.



#### 2021 Residential approval criteria

Credit score- Minimum credit score 620

- If credit score is under 620 they may apply with a co- signer

Income- Must make two times the monthly rental amount

- Must provide 2 most recent pay stubs

Application fee \$200.

Each person living in the unit over the age of 18 is required to be a lease holder, will need to complete application and pay application fee.

Security Deposit is equal to 1 months rent

Approved- April 12, 2021

Arbor South Market Rates				Affordable	Rental F	Rates 2024	Comparrison	
Unit Type	Quantity	-	Average Monthly (including utilities)	Quantity	SF	Average Monthly (including utilities)	Variance to Comparable Market Total Cost	Percent Discount to Market Total Cost
1BR	311	683	\$2,970.25	174	508	\$1,476.00	-\$1,494.25	-50%
2BR	143	751	\$3,266.36	36	749	\$1,765.20	-\$1,501.16	-46%

Arbor South Market Rates									
Unit Type	Quantity	SF	Market PSF Rate	Market Monthly Rent	Monthly Utilities	Market Monthly Total Cost			
Studio	48	478	4.00	1,912	0.35	2,079			
1BR	10	542	4.00	2,168	0.35	2,358			
1BR	87	638	4.00	2,552	0.35	2,775			
1BR	32	676	4.00	2,704	0.35	2,941			
1BR	172	714	4.00	2,856	0.35	3,106			
1BR	10	699	4.00	2,796	0.35	3,041			
2BR	5	803	4.00	3,212	0.35	3,493			
2BR	138	749	4.00	2,996	0.35	3,258			

Affordable Rental Rates 2024 (Utility allocation deducted from rental rate)									
Unit Type	Quantity	SF	Adjusted PSF Rate	,	Utility Allocation	Affordable Monthly Total Cost	Variance to Comparable Market Rate	Variance to Comparable Market Total Cost	Percent Discount to Market Total Cost
AS1- 1BR 1BA	79	446	2.95	1,317	0.33	1,466	(1.06)	(613)	-29%
AS1.1- 1BR 1 BA	15	442	2.98	1,317	0.34	1,466	(1.03)	(891)	-38%
AA1- 1BR 1BA	20	586	2.20	1,289	0.33	1,481	(1.82)	(877)	-37%
AA1.1- 1BR 1BA	10	573	2.25	1,289	0.33	1,481	(1.77)	(877)	-37%
AA2- 1 BR 1 BA	20	635	2.03	1,289	0.30	1,481	(2.02)	(1,295)	-47%
AA3- 1 BR 1BA	30	548	2.35	1,289	0.35	1,481	(1.65)	(877)	-37%
AB1- 2BR 2BA	26	749	2.10	1,574	0.26	1,765	(1.99)	(1,493)	-46%
AB2- 2BR 2BA	10	748	2.03	1,522	0.32	1,765	(1.99)	(1,493)	-46%



May 29, 2024

#### To Whom it May Concern:

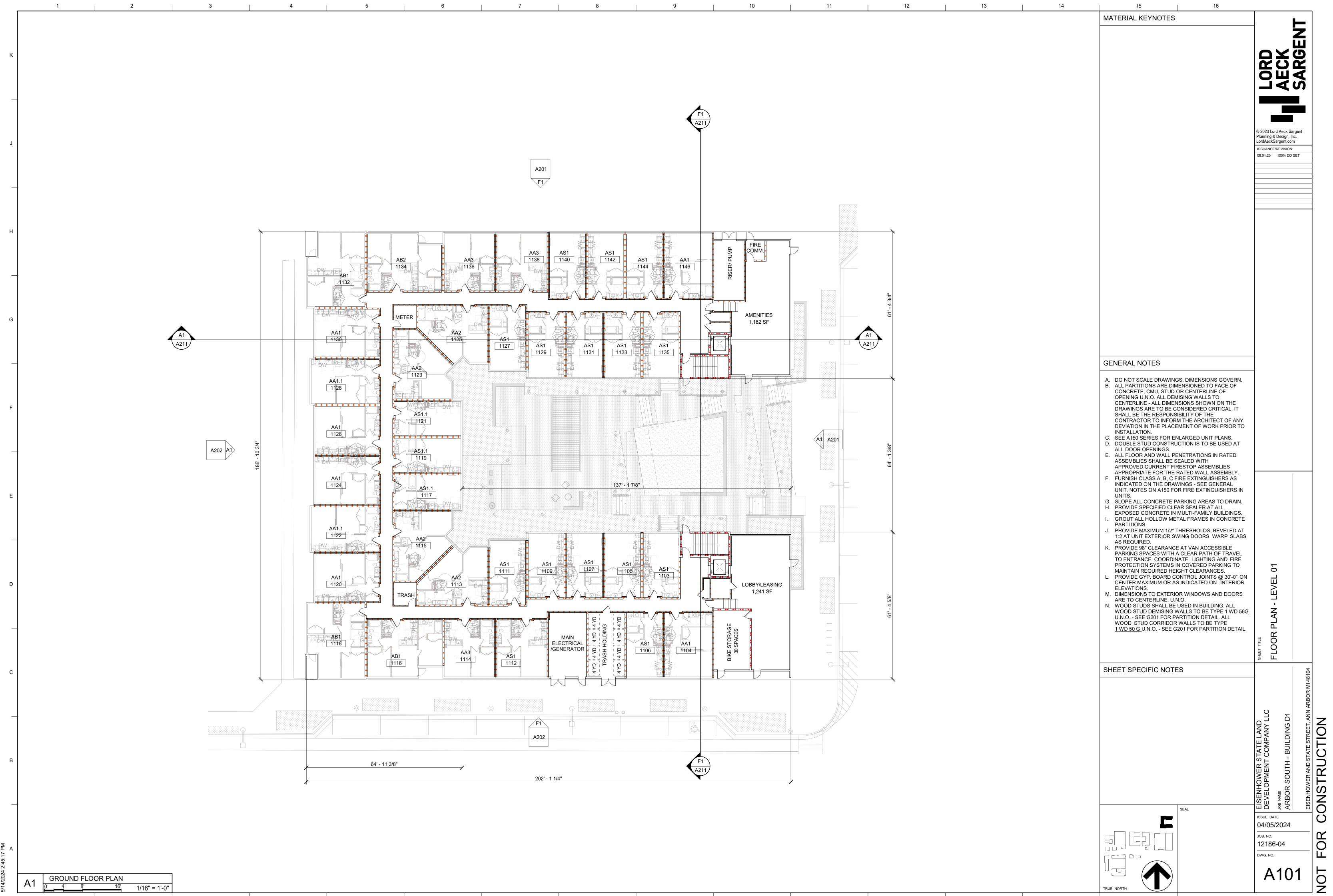
At Oxford our multifamily housing team has years of experience in very diverse portfolios including HUD financed properties, Section 8, LIHTC (Low-Income Housing Tax Credit), Section 202 and affordable housing lease up. We understand the unique dynamics and regulations associated with these programs, and we have taken it upon ourselves to ensure that all team members are aware of the how the voucher programs work and ensuring that we give fair and equal opportunities to all of those searching for housing. Our commitment to providing safe, affordable housing options for all members of the community is unwavering, and we approach every project with the compassion and diligence it deserves.

As we expand our operations, hiring staff with specialized expertise in affordable housing is paramount to enhance our management and lease-up process. These professionals will bring valuable insights and hands-on experience in navigating the intricacies of affordable housing programs, expediting lease-ups and fostering community engagement.

I want to assure you that when you entrust your property to Oxford, you are placing it in capable and caring hands. We understand the profound responsibility that comes with property management, and we are committed to exceeding your expectations every step of the way. Looking forward to continuing the conversation around the affordable housing at Arbor South.

Sincerely,

Katie Vohwinkle
Director of Multifamily Property Management
Oxford Companies
734-548-6927
Kvohwinkle@oxfordcompanies.com



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