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# 2022 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### Deadline for Submission

#### 9% Competitive Credits

Applications Must Be Received At VHDA No Later Than **12:00 PM**  
Richmond, VA Time On **March 10, 2022**

#### Tax Exempt Bonds

Applications should be received at VHDA at least one month  
before the bonds are *priced* (if bonds issued by VHDA), or 75 days  
before the bonds are *issued* (if bonds are not issued by VHDA)



Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220-6500

## INSTRUCTIONS FOR THE VIRGINIA 2022 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 2016. Please note that using the active Excel workbook does not eliminate the need to submit the required PDF of the signed hardcopy of the application and related documentation. A more detailed explanation of application submission requirements is provided below and in the Application Manual.

**An electronic copy of your completed application is a mandatory submission item.**

### Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **12:00 PM** Richmond Virginia time on **March 10, 2022**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

#### **Please Note:**

**Applicants should submit all application materials in electronic format only.**

**There should be distinct files which should include the following:**

- 1. Application For Reservation – the active Microsoft Excel workbook**
- 2. A PDF file which includes the following:**
  - **Application For Reservation – Signed version of hardcopy**
  - **All application attachments (i.e. tab documents, excluding market study and plans & specs)**
- 3. Market Study – PDF or Microsoft Word format**
- 4. Plans - PDF or other readable electronic format**
- 5. Specifications - PDF or other readable electronic format (may be combined into the same file as the plans if necessary)**
- 6. Unit-By-Unit work write up (rehab only) - PDF or other readable electronic format**

#### **IMPORTANT:**

**Virginia Housing only accepts files via our work center sites on Procorem. Contact [TaxCreditApps@virginiahousing.com](mailto:TaxCreditApps@virginiahousing.com) for access to Procorem or for the creation of a new deal workcenter. Do not submit any application materials to any email address unless specifically requested by the Virginia Housing LIHTC Allocation Department staff.**

#### Disclaimer:

Virginia Housing assumes no responsibility for any problems incurred in using this spreadsheet or for the accuracy of calculations. Check your application for correctness and completeness before submitting the application to Virginia Housing.

#### Entering Data:

Enter numbers or text as appropriate in the blank spaces highlighted in yellow. Cells have been formatted as appropriate for the data expected. All other cells are protected and will not allow changes.

#### **Please Note:**

**▶ VERY IMPORTANT! Do not use the copy/cut/paste functions within this document. Pasting fields will corrupt the application and may result in penalties. You may use links to other cells or other documents but do not paste data from one document or field to another.**

- ▶ Some fields provide a dropdown of options to select from, indicated by a down arrow that appears when the cell is selected. Click on the arrow to select a value within the dropdown for these fields.**
- ▶ The spreadsheet contains multiple error checks to assist in identifying potential mistakes in the application. These may appear as data is entered but are dependent on values entered later in the application. Do not be concerned with these messages until all data within the**
- ▶ Also note that some cells contain error messages such as “#DIV/0!” as you begin. These warnings will disappear as the numbers necessary for the calculation are entered.**

#### Assistance:

If you have any questions, please contact the Virginia Housing LIHTC Allocation Department. Please note that we cannot release the copy protection password.

#### **Virginia Housing LIHTC Allocation Staff Contact Information**

<b>Name</b>	<b>Email</b>	<b>Phone Number</b>
JD Bondurant	<a href="mailto:johndavid.bondurant@virginiahousing.com">johndavid.bondurant@virginiahousing.com</a>	(804) 343-5725
Stephanie Flanders	<a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Phil Cunningham	<a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Pamela Freeth	<a href="mailto:pamela.freeth@virginiahousing.com">pamela.freeth@virginiahousing.com</a>	(804) 343-5563
Aniyah Moaney	<a href="mailto:aniyah.moaney@virginiahousing.com">aniyah.moaney@virginiahousing.com</a>	(804) 343-5518

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## 2022 Low-Income Housing Tax Credit Application For Reservation

Please indicate if the following items are included with your application by putting an 'X' in the appropriate boxes. Your assistance in organizing the submission in the following order, and actually using tabs to mark them as shown, will facilitate review of your application. Please note that all mandatory items must be included for the application to be processed. The inclusion of other items may increase the number of points for which you are eligible under Virginia Housing's point system of ranking applications, and may assist Virginia Housing in its determination of the appropriate amount of credits that may be reserved for the development.

- \$1,000 Application Fee **(MANDATORY)**
  - Electronic Copy of the Microsoft Excel Based Application **(MANDATORY)**
  - Scanned Copy of the Signed Tax Credit Application with Attachments (excluding market study and plans & specifications) **(MANDATORY)**
  - Electronic Copy of the Market Study **(MANDATORY - Application will be disqualified if study is not submitted with application)**
  - Electronic Copy of the Plans and Unit by Unit writeup **(MANDATORY)**
  - Electronic Copy of the Specifications **(MANDATORY)**
  - Electronic Copy of the Existing Condition questionnaire **(MANDATORY if Rehab)**
  - Electronic Copy of the Physical Needs Assessment **(MANDATORY at reservation for a 4% rehab request)**
  - Electronic Copy of Appraisal **(MANDATORY if acquisition credits requested)**
  - Electronic Copy of Environmental Site Assessment (Phase I) **(MANDATORY if 4% credits requested)**
  - Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement **(MANDATORY)**
  - Tab B: Virginia State Corporation Commission Certification **(MANDATORY)**
  - Tab C: Principal's Previous Participation Certification **(MANDATORY)**
  - Tab D: List of LIHTC Developments (Schedule A) **(MANDATORY)**
  - Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment **(MANDATORY)**
  - Tab F: RESNET Rater Certification **(MANDATORY)**
  - Tab G: Zoning Certification Letter **(MANDATORY)**
  - Tab H: Attorney's Opinion **(MANDATORY)**
  - Tab I: Nonprofit Questionnaire **(MANDATORY for points or pool)**
- The following documents need not be submitted unless requested by Virginia Housing:
- Nonprofit Articles of Incorporation      -IRS Documentation of Nonprofit Status
  - Joint Venture Agreement (if applicable)      -For-profit Consulting Agreement (if applicable)
- Tab J: Relocation Plan and Unit Delivery Schedule **(MANDATORY)**
  - Tab K: Documentation of Development Location:
    - K.1 Revitalization Area Certification
    - K.2 Location Map
    - K.3 Surveyor's Certification of Proximity To Public Transportation
  - Tab L: PHA / Section 8 Notification Letter
  - Tab M: Locality CEO Response Letter
  - Tab N: Homeownership Plan
  - Tab O: Plan of Development Certification Letter
  - Tab P: Developer Experience documentation and Partnership agreements
  - Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property
  - Tab R: Documentation of Operating Budget and Utility Allowances
  - Tab S: Supportive Housing Certification
  - Tab T: Funding Documentation
  - Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing
  - Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal
  - Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected)
  - Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504
  - Tab Y: Inducement Resolution for Tax Exempt Bonds
  - Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation
  - Tab AA: Priority Letter from Rural Development
  - Tab AB: Social Disadvantage Certification

VHDA TRACKING NUMBER 2022-C-21

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/9/22

1. Development Name: Orcutt Townhomes 1
2. Address (line 1): 900 36th Street  
 Address (line 2):  
 City: Newport News State: VA Zip: 23607
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000  
 (Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:  
 City/County of Newport News City
5. The site overlaps one or more jurisdictional boundaries..... FALSE  
 If true, what other City/County is the site located in besides response to #4?.....
6. Development is located in the census tract of: 306.00
7. Development is located in a Qualified Census Tract..... TRUE
8. Development is located in a Difficult Development Area..... FALSE
9. Development is located in a Revitalization Area based on QCT ..... TRUE
10. Development is located in a Revitalization Area designated by resolution ..... FALSE
11. Development is located in an Opportunity Zone (with a binding commitment for funding)..... FALSE  
 (If 9, 10 or 11 are True, Action: Provide required form in TAB K1)
12. Development is located in a census tract with a poverty rate of.....
 

3%	10%	12%
FALSE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: 3
- Planning District: 29
- State Senate District: 2
- State House District: 95

Click on the following link for assistance in determining the districts related to this development:

[Link to Virginia Housing's HOME - Select Virginia LIHTC Reference Map](#)

14. ACTION: Provide Location Map (TAB K2)

15. Development Description: In the space provided below, give a brief description of the proposed development

Orcutt Townhomes 1 is an existing 40 unit public housing (deep subsidy) family project built and occupied in 2004-2005 which has been managed by NNRHA since initial occupancy. Receipt of tax credits will enable this property to be converted to the S-8 housing program via HUD's RAD program. To preserve these affordable rental units, in addition to securing a more reliable funding source for operations, RAD mandated comprehensive interior and exterior renoations will be undertaken to insure the integrity of this housing for the duration of the S-8 contract. The extensive interior and exterior repairs and replacemnts will require the relocation of existing residents for a period not to exceed 12 months.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/9/22

16. Local Needs and Support

- a. Provide the name and the address of the chief executive officer (City Manager, Town Manager, or County Administrator) of the political jurisdiction in which the development will be located:

Chief Executive Officer's Name Ms. Cindy D. Rohlf  
 Chief Executive Officer's Title: City Manager Phone: 757 926 8411  
 Street Address: 400 Washington Street  
 City: Newport News State: Va Zip: 23607

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Ms. Florence Kingston, Director of Development, City of Newport News,

- b. If the development overlaps another jurisdiction, please fill in the following:

Chief Executive Officer's Name \_\_\_\_\_  
 Chief Executive Officer's Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name and title of local official you have discussed this project with who could answer questions for the local CEO: \_\_\_\_\_

**ACTION:** Provide Locality Notification Letter at **Tab M** if applicable.

**B. RESERVATION REQUEST INFORMATION**

**1. Requesting Credits From:**

a. If requesting 9% Credits, select credit pool: Local Housing Authority Pool

or

b. If requesting Tax Exempt Bonds, select development type:

For Tax Exempt Bonds, where are bonds being issued?

**ACTION:** Provide Inducement Resolution at **TAB Y** (if available)

**2. Type(s) of Allocation/Allocation Year** Carryforward Allocation

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2022.

b. **Carryforward Allocation** means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2022, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2023 credits pursuant to Section 42(h)(1)(E).

**3. Select Building Allocation type:** Rehabilitation

**Note** regarding Type = Acquisition and Rehabilitation: Even if you acquired a building this year and "placed it in service" for the purpose of the acquisition credit, you cannot receive its acquisition 8609 form until the rehab 8609 is issued for that building.

4. Is this an additional allocation for a development that has buildings not yet placed in service? FALSE

5. **Planned Combined 9% and 4% Developments** FALSE

A site plan has been submitted with this application indicating two developments on the same or contiguous site. One development relates to this 9% allocation request and the remaining development will be a 4% tax exempt bond application.

Name of companion development:  

a. Has the developer met with Virginia Housing regarding the 4% tax exempt bond deal? FALSE

b. List below the number of units planned for each allocation request. This stated count cannot be changed or 9% Credits will

Total Units within 9% allocation request? 0

Total Units within 4% Tax Exempt allocation Request? 0

Total Units: 0

% of units in 4% Tax Exempt Allocation Request: 0.00%

**6. Extended Use Restriction**

**Note:** Each recipient of an allocation of credits will be required to record an **Extended Use Agreement** as required by the IRC governing the use of the development for low-income housing for at least 30 years. Applicant waives the right to pursue a Qualified Contract.

**Must Select One:** 30

**Definition of selection:**

Development will be subject to the standard extended use agreement of 15 extended use period (after the mandatory 15-year compliance period.)

7. Virginia Housing would like to encourage the efficiency of electronic payments. Indicate if developer commits to submitting due the Authority, including reservation fees and monitoring fees, by electronic payment (ACH) TRUE

***In 2022, Virginia Housing will debut a new Rental Housing Invoicing Portal to allow easy payments via secure ACH transact. More details will be provided.***

**C. OWNERSHIP INFORMATION**

NOTE: Virginia Housing may allocate credits only to the tax-paying entity which owns the development at the time of the allocation. The term "Owner" herein refers to that entity. Please fill in the legal name of the owner. The ownership entity must be formed prior to submitting this application. Any transfer, direct or indirect, of partnership interests (except those involving the admission of limited partners) prior to the placed-in-service date of the proposed development shall be prohibited, unless the transfer is consented to by Virginia Housing in its sole discretion. **IMPORTANT: The Owner name listed on this page must exactly match the owner name listed on the Virginia State Corporation Commission Certification.**

**1. Owner Information:**

*Must be an individual or legally formed entity.*

Owner Name: Orcutt TH 40 LLC

Developer Name: Newport News Redevelopment and Housing Authority

Contact: M/M  Ms.  First: Karen MI: R. Last: Wilds

Address: 227 27th Street

City: Newport News St.  VA  Zip: 23607

Phone: (757) 928-2620 Ext.            Fax: (757) 245-6535

Email address: kwilds@nnrha.org

Federal I.D. No. 874499990 (If not available, obtain prior to Carryover Allocation.)

Select type of entity:  Limited Liability Company Formation State:  VA

Additional Contact: Please Provide Name, Email and Phone number.  
David Staley, dstaley@nnrha.org, 7579282652

- ACTION:** a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) **(Mandatory TAB A)**  
b. Provide Certification from Virginia State Corporation Commission **(Mandatory TAB B)**

**2. a. Principal(s) of the General Partner:** List names of individuals and ownership interest.

<u>Names **</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>	
<u>Orcutt TH 40 Development Corporation</u>	<u>(757) 928-2620</u>	<u>Managing Membr</u>	<u>#####</u>	
<u>Newport News Redevelopment &amp; Housing</u>	<u>(757) 928-2620</u>	<u>Member</u>	<u>0.000%</u>	<i>need:</i>
<u>Karen R. Wilds, Executive Director (757) 9</u>	<u>(757) 928-2620</u>		<u>0.000%</u>	<i>need:</i>
<u>BoardofDirectors of Dev Corp comprised c</u>			<u>0.000%</u>	<i>need:</i>
<u>Board of Commissioners NNRHA</u>			<u>0.000%</u>	<i>need:</i>
			<u>0.000%</u>	
			<u>0.000%</u>	

The above should include 100% of the GP or LLC member interest.

**\*\*** These should be the names of individuals who make up the General Partnership, not simply the names of entities which may comprise those components.



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**C. OWNERSHIP INFORMATION**

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- ACTION:**
- a. Provide Principals' Previous Participation Certification **(Mandatory TAB C)**
  - b. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. **(Mandatory at TABS A/D)**

### C. OWNERSHIP INFORMATION

b. Indicate if at least one principal listed above with an ownership interest of at least 25% in the controlling general partner or managing member is a socially disadvantaged individual as defined in the manual.

**FALSE**

**ACTION:** If true, provide Socially Disadvantaged Certification **(TAB AB)**

#### 3. Developer Experience:

*May only choose one of A, B or C **OR** select one or more of D, E and F.*

**TRUE** a. A principal of the controlling general partner or managing member for the proposed development has developed as a controlling general partner or managing member for (i) at least three tax credit developments that contain at least three times the number of housing units in the proposed development or (ii) at least six tax credit developments.

**Action:** Must be included on Virginia Housing Experienced LIHTC Developer List or provide copies of 8609s, partnership agreements and organizational charts **(Tab P)**

**FALSE** b. A principal of the controlling general partner or managing member for the proposed development has developed at least three deals as principal and have at \$500,000 in liquid assets.

**Action:** Must be included on the Virginia Housing Experienced LIHTC Developer List or provide Audited Financial Statements and copies of 8609s **(Tab P)**

**FALSE** c. The development's principal(s), as a group or individually, have developed as controlling general partner or managing member, at least one tax credit development that contains at least the same number of units of this proposed development (can include Market units).

**Action:** Must provide copies of 8609s and partnership agreements **(Tab P)**

**FALSE** d. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.

**Action:** Provide one 8609 from qualifying development. **(Tab P)**

**FALSE** e. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)

**Action:** Provide one 8609 from each qualifying development. **(Tab P)**

**FALSE** f. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority.

**Action:** Provide documentation as stated in the manual. **(Tab P)**

**D. SITE CONTROL**

**NOTE:** Site control by the Owner identified herein is a mandatory precondition of review of this application. Documentary evidence in the form of either a deed, option, purchase contract or lease for a term longer than the period of time the property will be subject to occupancy restrictions must be included herewith. (For 9% Competitive Credits - An option or contract must extend beyond the application deadline by a minimum of four months.)

**Warning:** Site control by an entity other than the Owner, even if it is a closely related party, is not sufficient. Anticipated future transfers to the Owner are not sufficient. The Owner, as identified previously, must have site control at the time this Application is submitted.

**NOTE:** If the Owner receives a reservation of credits, the property must be titled in the name of or leased by (pursuant to a long-term lease) the Owner before the allocation of credits is made.

Contact Virginia Housing before submitting this application if there are any questions about this requirement.

**1. Type of Site Control by Owner:**

Applicant controls site by (select one):

Select Type:  Option

Expiration Date: 12/31/23

In the Option or Purchase contract - Any contract for the acquisition of a site with an existing residential property may not require an empty building as a condition of such contract, unless relocation assistance is provided to displaced households, if any, at such level required by Virginia Housing. See QAP for further details.

**ACTION:** Provide documentation and most recent real estate tax assessment - **Mandatory TAB E**

FALSE ..... There is more than one site for development and more than one form of site control.

(If **True**, provide documentation for each site specifying number of existing buildings on the site (if any) type of control of each site, and applicable expiration date of stated site control. A site control document is required for each site **(Tab E)**.)

**2. Timing of Acquisition by Owner:**

Only one of the following statement should be True.

a.  FALSE ..... Owner already controls site by either deed or long-term lease.

b.  TRUE ..... Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 12/31/23 .

c.  FALSE ..... There is more than one site for development and more than one expected date of acquisition by Owner

(If c is **True**, provide documentation for each site specifying number of existing buildings on the site, if any, and expected date of acquisition of each site by Owner **(Tab E)**.)

**D. SITE CONTROL**

**3. Seller Information:**

Name: Newport News Redevelopment and Housing Authority

Address: 227 27th Street

City: Newport News St.: VA Zip: 23607

Contact Person: Karen R. Wilds Phone: (757) 928-2620

There is an identity of interest between the seller and the owner/applicant..... TRUE

If above statement is **TRUE**, complete the following:

Principal(s) involved (e.g. general partners, controlling shareholders, etc.)

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>	
Orcutt Townhomes Dev. Corp,		General Partner	0.01%	
GP of Seller owned by NNRHA		of Seller	0.00%	<i>needs ownership %</i>
Orcutt TH 40 dev. Corp, managin		Managing Member	0.09%	
member of purchaser owned by		of Purchaser	0.00%	<i>needs ownership %</i>
NNRHA			0.00%	<i>needs ownership %</i>
OTH 1 LLC - owned by NNRHA		Limited Partner	99.00%	
Orcutt Townhomes I, L.P.		Owner	100.00%	

**E. DEVELOPMENT TEAM INFORMATION** *Provide Email address for each completed team member*

Complete the following as applicable to your development team.

Indicate Diversity, Equity and Inclusion (DEI) Designation if this team member is SWAM or Service Veteran as defined in manual.

**ACTION:** Provide copy of certification from Commonwealth of Virginia, if applicable - **TAB Z**

1. Tax Attorney:	<u>Aaron O'toole</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Klein Hornig</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>1325 G Street NW, Washington DC 20005</u>		
Email:	<u>aotoole@kleinhornig.com</u>	Phone:	<u>(202) 842-0127</u>
2. Tax Accountant:	<u>Mike Vicars</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Dooley &amp; Vicars</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>21 S. Sheppard Street, Richmond, VA 23221</u>		
Email:	<u>mike@dvpas.com</u>	Phone:	<u></u>
3. Consultant:	<u></u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u></u>	DEI Designation?	<u>FALSE</u>
Address:	<u></u>	Role:	<u></u>
Email:	<u></u>	Phone:	<u></u>
4. Management Entity:	<u>Carl Williamson</u>	This is a Related Entity.	<u>TRUE</u>
Firm Name:	<u>NNRHA</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>227 27th St., Newport News VA 23607</u>		
Email:	<u>cwilliamson@nnrha.org</u>	Phone:	<u>(757) 928-2659</u>
5. Contractor:	<u></u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u></u>	DEI Designation?	<u>FALSE</u>
Address:	<u></u>		
Email:	<u></u>	Phone:	<u></u>
6. Architect:	<u>Matt Burton</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Matthew G. Burton, Architect</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>109 Nat Turner Blvd, Newport News, VA 23606</u>		
Email:	<u>mburton@matthewgburton.com</u>	Phone:	<u>(757) 644-4466</u>
7. Real Estate Attorney	<u>Aaron O'Toole</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Klein Hornig</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>1325G Street NW, Washington DC 20005</u>		
Email:	<u>aotoole@kleinhornig.com</u>	Phone:	<u>(20) 842-0127</u>
8. Mortgage Banker:	<u></u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u></u>	DEI Designation?	<u>FALSE</u>
Address:	<u></u>		
Email:	<u></u>	Phone:	<u></u>
9. Other:	<u>Jeffrey Michael Meyer</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Virginia Community Dev Corporation</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>1800 W. Broad St. #200 Richmond, VA</u>		
Email:	<u></u>	Role:	<u>Investor</u>
		Phone:	<u>(804) 543-2208</u>

*Provide Email address for completed team member*

**F. REHAB INFORMATION**

**1. Acquisition Credit Information**

- a. Credits are being requested for existing buildings being acquired for development. FALSE  
**Action:** If true, provide an electronic copy of the Existing Condition Questionnaire and Appraisal
- b. This development has received a previous allocation of credits..... TRUE  
 If so, in what year did this development receive credits? ..... 2004
- c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... FALSE
- d. This development is an existing RD or HUD S8/236 development..... FALSE  
**Action:** (If True, provide required form in **TAB Q**)

Note: If there is an identity of interest between the applicant and the seller in this proposal, and the applicant is seeking points in this category, then the applicant must either waive their rights to the developer's fee or other fees associated with acquisition, or obtain a waiver of this requirement from Virginia Housing prior to application submission to receive these points

- i. Applicant agrees to waive all rights to any developer's fee or other fees associated with acquisition..... FALSE
- ii. Applicant has obtained a waiver of this requirement from Virginia Housing prior to the application submission deadline..... FALSE

**2. Ten-Year Rule For Acquisition Credits**

- a. All buildings satisfy the 10-year look-back rule of IRC Section 42 (d)(2)(B), including the 10% basis/\$15,000 rehab costs (\$10,000 for Tax Exempt Bonds) per unit requirement..... FALSE
- b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),..... FALSE
  - i. Subsection (I)..... FALSE
  - ii. Subsection (II)..... FALSE
  - iii. Subsection (III)..... FALSE
  - iv. Subsection (IV)..... FALSE
  - v. Subsection (V)..... FALSE
- c. The 10-year rule in IRC Section 42 (d)(2)(B) for all buildings does not apply pursuant to IRC Section 42(d)(6)..... FALSE
- d. There are different circumstances for different buildings..... FALSE  
**Action:** (If True, provide an explanation for each building in Tab K)

**F. REHAB INFORMATION**

**3. Rehabilitation Credit Information**

a. Credits are being requested for rehabilitation expenditures..... TRUE

**b. Minimum Expenditure Requirements**

i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... TRUE

ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... FALSE

iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... FALSE

iv. There are different circumstances for different buildings..... FALSE

**Action:** (If True, provide an explanation for each building in Tab K)

G. NONPROFIT INVOLVEMENT

Applications for 9% Credits - Section must be completed in order to compete in the Non Profit tax credit pool.

All Applicants - Section must be completed to obtain points for nonprofit involvement.

1. Tax Credit Nonprofit Pool Applicants: To qualify for the nonprofit pool, an organization (described in IRC Section 501(c)(3) or 501(c)(4) and exempt from taxation under IRC Section 501(a)) should answer the following questions as TRUE:

- FALSE a. Be authorized to do business in Virginia.
FALSE b. Be substantially based or active in the community of the development.
FALSE c. Materially participate in the development and operation of the development throughout compliance period...
FALSE d. Own, either directly or through a partnership or limited liability company, 100% of the partnership or managing member interest.
FALSE e. Not be affiliated with or controlled by a for-profit organization.
FALSE f. Not have been formed for the principal purpose of competition in the Non Profit Pool.
FALSE g. Not have any staff member, officer or member of the board of directors materially participate, directly or indirectly, in the proposed development as a for profit entity.

2. All Applicants: To qualify for points under the ranking system, the nonprofit's involvement need not necessarily satisfy all of the requirements for participation in the nonprofit tax credit pool.

A. Nonprofit Involvement (All Applicants)

There is nonprofit involvement in this development. FALSE (If false, go on to #3.)

Action: If there is nonprofit involvement, provide completed Non Profit Questionnaire (Mandatory TAB)

B. Type of involvement:

Nonprofit meets eligibility requirement for points only, not pool..... FALSE

or

Nonprofit meets eligibility requirements for nonprofit pool and points. FALSE

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: [Redacted]

Name: [Redacted]

Contact Person: [Redacted]

Street Address: [Redacted]

City: [Redacted] State: [Redacted] Zip: [Redacted]

Phone: [Redacted] Contact Email: [Redacted]



**G. NONPROFIT INVOLVEMENT**

D. Percentage of Nonprofit Ownership (All nonprofit applicants):

Specify the nonprofit entity's percentage ownership of the general partnership interest 0.0%

**3. Nonprofit/Local Housing Authority Purchase Option/Right of First Refusal**

A. TRUE After the mandatory 15-year compliance period, a qualified nonprofit or local housing authority will have the option to purchase or the right of first refusal to acquire the development for a price not to exceed the outstanding debt and exit taxes. Such debt must be limited to the original mortgage(s) unless any refinancing is approved by the nonprofit. See manual for more specifics.

**Action:** Provide Option or Right of First Refusal in Recordable Form meeting Virginia Housing's specifications. **(TAB V)**  
Provide Nonprofit Questionnaire (if applicable) **(TAB I)**

**Name of qualified nonprofit:** \_\_\_\_\_

**or indicate true if Local Housing Authority** TRUE  
**Name of Local Housing Authority** Newport News Redevelopment and Housing Aut

2. FALSE A qualified nonprofit or local housing authority submits a homeownership plan committing to sell the units in the development after the mandatory 15-year compliance period to tenants whose incomes shall not exceed the applicable income limit at the time of their initial occupancy.

**Action:** Provide Homeownership Plan **(TAB N)**

**NOTE:** Applicant is required to waive the right to pursue a Qualified Contract.

**H. STRUCTURE AND UNITS INFORMATION**

**# General Information**

a. Total number of <b>all</b> units in development	40	bedrooms	120
Total number of <b>rental</b> units in development	40	bedrooms	120
Number of low-income rental units	40	bedrooms	120
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	0	bedrooms	0
Number of adaptive reuse units: .....	0	bedrooms	0
Number of rehab units:.....	40	bedrooms	120
c. If any, indicate number of planned exempt units (included in total of all units in development)			0
d. Total Floor Area For The Entire Development.....		65,055.31	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		7,578.53	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		0.00	
g. Total Usable Residential Heated Area.....		57,476.78	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .		0.00%	
i. Exact area of site in acres .....	3.390		
j. Locality has approved a final site plan or plan of development.....		TRUE	
If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).			
k. Requirement as of 2016: Site must be properly zoned for proposed development.			
<b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits.....		FALSE	

**Definition:**

The structure is historic, by virtue of being listed individually in the National Register of Historic Places, or due to its location in a registered historic district and certified by the Secretary of the Interior as being of historical significance to the district, and the rehabilitation will be completed in such a manner as to be eligible for historic rehabilitation tax credits.



**H. STRUCTURE AND UNITS INFORMATION**

g. Indicate **True** for all development's structural features that apply:

i. Row House/Townhouse	<u>TRUE</u>	v. Detached Single-family	<u>FALSE</u>
ii. Garden Apartments	<u>FALSE</u>	vi. Detached Two-family	<u>TRUE</u>
iii. Slab on Grade	<u>TRUE</u>	vii. Basement	<u>FALSE</u>
iv. Crawl space	<u>FALSE</u>		

h. Development contains an elevator(s). TRUE

If true, # of Elevators. 6

Elevator Type (if known) Garaventa Genesis

i. Roof Type ▶ Pitched

j. Construction Type ▶ Frame

k. Primary Exterior Finish ▶ Combination

**# Site Amenities (indicate all proposed)**

a. Business Center.....	<u>FALSE</u>	f. Limited Access.....	<u>FALSE</u>
b. Covered Parking.....	<u>FALSE</u>	g. Playground.....	<u>TRUE</u>
c. Exercise Room.....	<u>FALSE</u>	h. Pool.....	<u>FALSE</u>
d. Gated access to Site.....	<u>FALSE</u>	i. Rental Office.....	<u>FALSE</u>
e. Laundry facilities.....	<u>FALSE</u>	j. Sports Activity Ct.	<u>FALSE</u>
		k. Other:	<u></u>

l. Describe Community Facilities:

m. Number of Proposed Parking Spaces 40

Parking is shared with another entity FALSE

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus s TRUE

If **True**, Provide required documentation (**TAB K3**).

**H. STRUCTURE AND UNITS INFORMATION**

**# Plans and Specifications**

**a. Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):**

- i. A location map with development clearly defined.
- ii. Sketch plan of the site showing overall dimensions of all building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required.
- iii. Sketch plans of all building(s) reflecting overall dimensions of:
  - a. Typical floor plan(s) showing apartment types and placement
  - b. Ground floor plan(s) showing common areas
  - c. Sketch floor plan(s) of typical dwelling unit(s)
  - d. Typical wall section(s) showing footing, foundation, wall and floor structure  
Notes must indicate basic materials in structure, floor and exterior finish.

- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications:
  - i. Phase I environmental assessment.
  - ii. Physical needs assessment for any rehab only development.

**NOTE:** All developments must meet Virginia Housing's **Minimum Design and Construction Requirements**. By signing and submitting the Application for Reservation of LIHTC, the applicant certifies that the proposed project budget, plans & specifications and work write-ups incorporate all necessary elements to fulfill these requirements.

**# Market Study Data: (MANDATORY)**

Obtain the following information from the **Market Study** conducted in connection with this tax credit application:

Project Wide Capture Rate - LIHTC Units	0.90%
Project Wide Capture Rate - Market Units	0.00%
Project Wide Capture Rate - All Units	0.90%
Project Wide Absorption Period (Months)	1 mo

**J. ENHANCEMENTS**

Each development must meet the following baseline energy performance standard applicable to the development's construction category.

- a. **New Construction:** must meet all criteria for EPA EnergyStar certification.
- b. **Rehabilitation:** renovation must result in at least a 30% performance increase or score an 80 or lower on the HERS Index.
- c. **Adaptive Reuse:** must score a 95 or lower on the HERS Index.

Certification and HERS Index score must be verified by a third-party, independent, non-affiliated, certified RESNET home energy rater.

Indicate **True** for the following items that apply to the proposed development:

**ACTION:** Provide RESNET rater certification (**TAB F**)

**ACTION:** Provide Internet Safety Plan and Resident Information Form (**Tab W**) if corresponding options selected below

**REQUIRED:**

**1. For any development, upon completion of construction/rehabilitation:**

- FALSE a. A community/meeting room with a minimum of 749 square feet is provided.
- 25.09% b1. Percentage of brick covering the exterior walls.
- 74.91% b2. Percentage of other similar low-maintenance material approved by the Authority covering exterior wall. Community buildings are to be included in percentage calculations.
- TRUE c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- TRUE d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- TRUE e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- f. *Not applicable for 2022 Cycles*
- FALSE g. Each unit is provided free individual high speed internet access.
- or
- FALSE h. Each unit is provided free individual WiFi access.
- TRUE i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
- or
- FALSE j. Full bath fans are equipped with a humidistat.
- FALSE k. Cooking surfaces are equipped with fire prevention features
- or
- TRUE l. Cooking surfaces are equipped with fire suppression features.
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- TRUE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- TRUE o. All interior doors within units are solid core.
- TRUE p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
- TRUE q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- r. *Not applicable for 2022 Cycles*
- FALSE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

J. ENHANCEMENTS

For all developments exclusively serving elderly tenants upon completion of construction/rehabilitation:

- FALSE a. All cooking ranges have front controls.
- FALSE b. Bathrooms have an independent or supplemental heat source.
- FALSE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.
- FALSE d. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.

2. Green Certification

- a. Applicant agrees to meet the base line energy performance standard applicable to the development's construction category as listed above.

The applicant will also obtain one of the following:

- |   |   |
|---|---|
| <input type="checkbox"/> FALSE Earthcraft Gold or higher certification        | <input type="checkbox"/> FALSE National Green Building Standard (NGBS) certification of Silver or higher. |
| <input type="checkbox"/> FALSE U.S. Green Building Council LEED certification | <input type="checkbox"/> FALSE Enterprise Green Communities (EGC) Certification                           |

Action: If seeking any points associated Green certification, provide appropriate documentation at TAB F.

- b. Applicant will pursue one of the following certifications to be awarded points on a future development application. (Failure to reach this goal will not result in a penalty.)

- |  |  |
|--|--|
| <input type="checkbox"/> FALSE Zero Energy Ready Home Requirements | <input type="checkbox"/> FALSE Passive House Standards |
|--|--|

3. Universal Design - Units Meeting Universal Design Standards (units must be shown on Plans)

- TRUE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.

- 6 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:  
15% of Total Rental Units

- 4.  FALSE Market-rate units' amenities are substantially equivalent to those of the low income units.

If not, please explain:



Architect of Record initial here that the above information is accurate per certification statement within this application.

**I. UTILITIES**

1. Utilities Types:

- a. Heating Type Electric Forced Air
- b. Cooking Type Electric
- c. AC Type Central Air
- d. Hot Water Type Gas

2. Indicate True if the following services will be included in Rent:

- |                     |              |                |              |
|---------------------|--------------|----------------|--------------|
| Water?              | <u>FALSE</u> | Heat?          | <u>FALSE</u> |
| Hot Water?          | <u>FALSE</u> | AC?            | <u>FALSE</u> |
| Lighting/ Electric? | <u>FALSE</u> | Sewer?         | <u>FALSE</u> |
| Cooking?            | <u>FALSE</u> | Trash Removal? | <u>FALSE</u> |

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	0	0	27	0
Air Conditioning	0	0	0	13	0
Cooking	0	0	0	10	0
Lighting	0	0	0	12	0
Hot Water	0	0	0	25	0
Water	0	0	0	45	0
Sewer	0	0	0	20	0
Trash	0	0	0	15	0
Total utility allowance for costs paid by tenant	\$0	\$0	\$0	\$167	\$0

3. The following sources were used for Utility Allowance Calculation (Provide documentation **TAB R**).

- a. FALSE HUD
- b. FALSE Utility Company (Estimate)
- c. FALSE Utility Company (Actual Survey)
- d. FALSE Local PHA
- e. TRUE Other Consultant

**Warning:** The Virginia Housing housing choice voucher program utility schedule shown on VirginiaHousing.com should not be used unless directed to do so by the local housing authority.



**K. SPECIAL HOUSING NEEDS**

**NOTE:** Any Applicant commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.

1. **Accessibility:** Indicate **True** for the following point categories, as appropriate.

**Action:** Provide appropriate documentation (**Tab X**)

**TRUE**

a. Any development in which (i) the greater of 5 units or 10% of units will be assisted by HUD project-based vouchers (as evidenced by the submission of a letter satisfactory to the Authority from an authorized public housing authority (PHA) that the development meets all prerequisites for such assistance), or another form of documented and binding federal project-based rent subsidies in order to ensure occupancy by extremely low-income persons. Locality project based rental subsidy meets the definition of state project based rental subsidy;

(ii) will conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and be actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

(iii) above must include roll-in showers, roll under sinks and front control ranges, unless agreed to by the Authority prior to the applicant's submission of its application.


Documentation from source of assistance must be provided with the application.

**Note:** Subsidies may apply to any units, not only those built to satisfy Section 504.

**FALSE**

b. Any development in which ten percent (10%) of the units (i) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act and (ii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

**For items a or b, all common space must also conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act.**



**Architect of Record initial here that the above information is accurate per certification statement within this application.**

2. **Special Housing Needs/Leasing Preference:**

a. If not general population, select applicable special population:

**FALSE**

Elderly (as defined by the United States Fair Housing Act.)

**FALSE**

Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only

**FALSE**

Supportive Housing (as described in the Tax Credit Manual)

**Action:** Provide Permanent Supportive Housing Certification (**Tab S**)

K. SPECIAL HOUSING NEEDS

b. The development has existing tenants and a relocation plan has been developed..... TRUE

(If True, Virginia Housing policy requires that the impact of economic and/or physical displacement on those tenants be minimized, in which Owners agree to abide by the Authority's Relocation Guidelines for LIHTC properties.)

Action: Provide Relocation Plan and Unit Delivery Schedule (Mandatory if tenants are displaced - Tab J)

3. Leasing Preferences

a. Will leasing preference be given to applicants on a public housing waiting list and/or Section 8 waiting list? select: Yes

Organization which holds waiting list: Newport News Redevelopment and Housing Authority

Contact person: Carl Williamson

Title: Director of Management Services

Phone Number: (757) 928-2659

Action: Provide required notification documentation (TAB L)

b. Leasing preference will be given to individuals and families with children..... TRUE (Less than or equal to 20% of the units must have of 1 or less bedrooms).

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 40 % of total Low Income Units 100%

NOTE: Development must utilize a Virginia Housing Certified Management Agent. Proof of management certification must be provided before 8609s are issued.

Action: Provide documentation of tenant disclosure regarding Virginia Housing Rental Education (Mandatory - Tab U)

3. Target Population Leasing Preference

Unless prohibited by an applicable federal subsidy program, each applicant shall commit to provide a leasing preference to individuals (i) in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth, (ii) having a voucher or other binding commitment for rental assistance from the Commonwealth, and (iii) referred to the development by a referring agent approved by the Authority. The leasing preference shall not be applied to more than ten percent (10%) of the units in the development at any given time. The applicant may not impose tenant selection criteria or leasing terms with respect to individuals receiving this preference that are more restrictive than the applicant's tenant selection criteria or leasing terms applicable to prospective tenants in the development that do not receive this preference, the eligibility criteria for the rental assistance from the Commonwealth, or any eligibility criteria contained in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.

Primary Contact for Target Population leasing preference. The agency will contact as needed.

First Name: Carl

Last Name: Williamson

Phone Number: (757) 928-2659 Email: cwilliamson@nnrha.org

**K. SPECIAL HOUSING NEEDS**

**4. Rental Assistance**

a. Some of the low-income units do or will receive rental assistance..... **TRUE**

b. Indicate True if rental assistance will be available from the following

- TRUE** Rental Assistance Demonstration (RAD) or other PHA conversion to based rental assistance.
- FALSE** Section 8 New Construction Substantial Rehabilitation
- FALSE** Section 8 Moderate Rehabilitation
- FALSE** Section 8 Certificates
- FALSE** Section 8 Project Based Assistance
- FALSE** RD 515 Rental Assistance
- FALSE** Section 8 Vouchers  
\*Administering Organization: \_\_\_\_\_
- FALSE** State Assistance  
\*Administering Organization: \_\_\_\_\_
- FALSE** Other: \_\_\_\_\_

c. The Project Based vouchers above are applicable to the 30% units seeking points.

**FALSE**

i. If True above, how many of the 30% units will not have project based vouchers?

**0**

d. Number of units receiving assistance:	40
How many years in rental assistance contract?	20.00
Expiration date of contract:	2/28/2043
There is an Option to Renew.....	TRUE

**Action:** Contract or other agreement provided **(TAB Q)**.

**L. UNIT DETAILS**

**1. Set-Aside Election: UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEG**

Note: In order to qualify for any tax credits, a development must meet one of two minimum threshold occupancy tests. Either (i) at least 20% of the units must be rent-restricted and occupied by persons whose incomes are 50% or less of the area median income adjusted for family size (this is called the 20/50 test) or (ii) at least 40% of the units must be rent-restricted and occupied by persons whose incomes are 60% or less of the area median income adjusted for family size (this is called the 40/60 test), all as described in Section 42 of the IRC. Rent-and income-restricted units are known as low-income units. If you have more low-income units than required, you qualify for more credits. If you serve lower incomes than required, you receive more points under the ranking system.

**a. Units Provided Per Household Type:**

Income Levels		Avg Inc.
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
20	50.00%	50% Area Median
20	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
40	100.00%	<b>Total</b>

Rent Levels		Avg Inc.
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
4	10.00%	40% Area Median
16	40.00%	50% Area Median
20	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
40	100.00%	<b>Total</b>

- b. The development plans to utilize average income..... **FALSE**  
 If true, should the points based on the units assigned to the levels above **be waived** and therefore not required for cor  
 20-30% Levels **FALSE** 40% Levels **FALSE** 50% levels **FALSE**

**2. Unit Detail FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN UNIT MIX GRID**

In the following grid, add a row for each unique unit type planned within the development. Enter the appropriate data for both tax credit and market rate units.

*MSB* Architect of Record initial here that the information below is accurate per certification statement within this application.

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	3 BR - 2 Bath	40% AMI	4	4	1436.92	\$788.00	\$3,152
Mix 2	3 BR - 2 Bath	50% AMI	16	2	1436.92	\$788.00	\$12,608
Mix 3	3 BR - 2 Bath	60% AMI	20		1436.92	\$788.00	\$15,760
Mix 4							\$0
Mix 5							\$0
Mix 6							\$0
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0

**L. UNIT DETAILS**

Mix 17								\$0
Mix 18								\$0
Mix 19								\$0
Mix 20								\$0
Mix 21								\$0
Mix 22								\$0
Mix 23								\$0
Mix 24								\$0
Mix 25								\$0
Mix 26								\$0
Mix 27								\$0
Mix 28								\$0
Mix 29								\$0
Mix 30								\$0
Mix 31								\$0
Mix 32								\$0
Mix 33								\$0
Mix 34								\$0
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Mix 36								\$0
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Mix 38								\$0
Mix 39								\$0
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Mix 60								\$0
Mix 61								\$0
Mix 62								\$0
Mix 63								\$0
Mix 64								\$0
Mix 65								\$0
Mix 66								\$0
Mix 67								\$0
Mix 68								\$0
Mix 69								\$0
Mix 70								\$0
Mix 71								\$0
Mix 72								\$0

**L. UNIT DETAILS**

Mix 73							\$0
Mix 74							\$0
Mix 75							\$0
Mix 76							\$0
Mix 77							\$0
Mix 78							\$0
Mix 79							\$0
Mix 80							\$0
Mix 81							\$0
Mix 82							\$0
Mix 83							\$0
Mix 84							\$0
Mix 85							\$0
Mix 86							\$0
Mix 87							\$0
Mix 88							\$0
Mix 89							\$0
Mix 90							\$0
Mix 91							\$0
Mix 92							\$0
Mix 93							\$0
Mix 94							\$0
Mix 95							\$0
Mix 96							\$0
Mix 97							\$0
Mix 98							\$0
Mix 99							\$0
Mix 100							\$0
<b>TOTALS</b>			40	6			\$31,520

<b>Total Units</b>	40	<b>Net Rentable SF: TC Units</b>	57,476.80
		<b>MKT Units</b>	0.00
		<b>Total NR SF:</b>	57,476.80

**Floor Space Fraction (to 7 decimals)** 100.00000%

**M. OPERATING EXPENSES**

<b>Administrative:</b>		Use Whole Numbers Only!
1. Advertising/Marketing		\$200
2. Office Salaries		\$3,532
3. Office Supplies		\$200
4. Office/Model Apartment	(type _____ )	\$0
5. Management Fee		\$24,623
<u>7.00%</u> of EGI	<u>\$615.58</u> Per Unit	
6. Manager Salaries		\$22,865
7. Staff Unit (s)	(type _____ )	\$0
8. Legal		\$300
9. Auditing		\$1,034
## Bookkeeping/Accounting Fees		\$1,782
## Telephone & Answering Service		\$2,960
## Tax Credit Monitoring Fee		\$10,150
## Miscellaneous Administrative		\$5,356
<b>Total Administrative</b>		<b>\$73,002</b>
<b>Utilities</b>		
## Fuel Oil		\$0
## Electricity		\$500
## Water		\$600
## Gas		\$250
## Sewer		\$11,000
<b>Total Utility</b>		<b>\$12,350</b>
<b>Operating:</b>		
## Janitor/Cleaning Payroll		\$0
## Janitor/Cleaning Supplies		\$0
## Janitor/Cleaning Contract		\$1,000
## Exterminating		\$3,000
## Trash Removal		\$0
## Security Payroll/Contract		\$1,734
## Grounds Payroll		\$0
## Grounds Supplies		\$0
## Grounds Contract		\$6,300
## Maintenance/Repairs Payroll		\$16,020
## Repairs/Material		\$8,500
## Repairs Contract		\$5,600
## Elevator Maintenance/Contract		\$4,500
## Heating/Cooling Repairs & Maintenance		\$2,400
## Pool Maintenance/Contract/Staff		\$0
## Snow Removal		\$0
## Decorating/Payroll/Contract		\$2,500
## Decorating Supplies		\$0
## Miscellaneous		\$25,000
<b>Totals Operating &amp; Maintenance</b>		<b>\$76,554</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

## Real Estate Taxes	\$10,757
## Payroll Taxes	\$0
## Miscellaneous Taxes/Licenses/Permits	\$0
## Property & Liability Insurance	\$14,100
## Fidelity Bond	\$0
## Workman's Compensation	\$1,631
## Health Insurance & Employee Benefits	\$19,550
## Other Insurance	\$1,249
<b>Total Taxes &amp; Insurance</b>	<b>\$47,287</b>

**Total Operating Expense** **\$209,193**

**Total Operating Expenses Per Unit** **\$5,230** **C. Total Operating Expenses as % of** **59.47%**

**Replacement Reserves** (Total # Units X \$300 or \$250 New Const. Elderly Mini **\$12,000**

<b>Total Expenses</b>	<b>\$221,193</b>
-----------------------	------------------

**ACTION:** Provide Documentation of Operating Budget at **Tab R** if applicable.



**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	2/28/22	Karen R. Wilds
b. Site Acquisition	2/28/23	Karen R. Wilds
c. Zoning Approval	Complete	Karen R. Wilds
d. Site Plan Approval	Complete	Karen R. Wilds
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	5/1/22	Karen R. Wilds
ii. Conditional Commitment	7/1/22	Karen R. Wilds
iii. Firm Commitment	8/1/22	Karen R. Wilds
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	5/1/22	Karen R. Wilds
ii. Conditional Commitment		Karen R. Wilds
iii. Firm Commitment	10/1/22	Karen R. Wilds
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	NNRHA capital funds	Karen R. Wilds
ii. Application		Karen R. Wilds
iii. Award/Commitment	10/1/22	Karen R. Wilds
<b>2. Formation of Owner</b>	Complete	Karen R. Wilds
<b>3. IRS Approval of Nonprofit Status</b>		
<b>4. Closing and Transfer of Property to Owner</b>	2/28/23	Karen R. Wilds
<b>5. Plans and Specifications, Working Drawings</b>	10/31/23	Karen R. Wilds
<b>6. Building Permit Issued by Local Government</b>	1/31/23	Karen R. Wilds
<b>7. Start Construction</b>	3/30/23	Karen R. Wilds
<b>8. Begin Lease-up</b>	4/1/24	Karen R. Wilds
<b>9. Complete Construction</b>	3/30/24	Karen R. Wilds
<b>10. Complete Lease-Up</b>	4/30/24	Karen R. Wilds
<b>11. Credit Placed in Service Date</b>	4/30/24	Karen R. Wilds

**O. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to

Complete cost column and basis column(s) as appropriate

Note: Attorney must opine, among other things, as to correctness of the inclusion of each cost item in eligible basis, type of credit and numerical calculations included in Project Budget.

<b>Item</b>	<b>(A) Cost</b>	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b><u>Must Use Whole Numbers Only!</u></b>				
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	0	0	0	0
b. Unit Structures (Rehab)	5,077,551	0	0	5,077,551
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	5,077,551	0	0	5,077,551
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
<input type="checkbox"/> h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	0	0	0	0
k. Lawns & Planting	20,000	0	0	20,000
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	217,900	0	0	217,900
q. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	237,900	0	0	237,900
<b>Total Structure and Land</b>	5,315,451	0	0	5,315,451
r. General Requirements	186,041	0	0	186,041
s. Builder's Overhead	186,041	0	0	186,041
( 3.5% Contract)				
t. Builder's Profit	372,081	0	0	372,081
( 7.0% Contract)				
u. Bonds	60,000	0	0	60,000
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: <input type="checkbox"/>	0	0	0	0
z. Other 2: <input type="checkbox"/>	0	0	0	0
aa. Other 3: <input type="checkbox"/>	0	0	0	0
<b>Contractor Costs</b>	<b>\$6,119,614</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,119,614</b>

**O. PROJECT BUDGET - OWNER COSTS**

		To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left			
MUST USE WHOLE NUMBERS ONLY!	Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
			"30% Present Value Credit"	(D) "70 % Present Value Credit"	
			(B) Acquisition	(C) Rehab/ New Construction	
<b>2. Owner Costs</b>					
a.	Building Permit	40,000	0	0	40,000
b.	Architecture/Engineering Design Fee ##### /Unit)	408,350	0	0	408,350
c.	Architecture Supervision Fee \$0 /Unit)	0	0	0	0
d.	Tap Fees	0	0	0	0
e.	Environmental	30,000	0	0	30,000
f.	Soil Borings	0	0	0	0
g.	Green Building (Earthcraft, LEED, etc.)	15,000	0	0	15,000
h.	Appraisal	12,000	0	0	0
i.	Market Study	8,250	0	0	8,250
j.	Site Engineering / Survey	25,000	0	0	0
k.	Construction/Development Mgt	40,000	0	0	40,000
l.	Structural/Mechanical Study	0	0	0	0
m.	Construction Loan Origination Fee	15,000	0	0	15,000
n.	Construction Interest ( 0.0% fo 0 months)	220,000	0	0	220,000
o.	Taxes During Construction	12,000	0	0	12,000
p.	Insurance During Construction	35,800	0	0	35,800
q.	Permanent Loan Fee ( 0.0% )	7,000	0	0	0
r.	Other Permanent Loan Fees	0	0	0	0
s.	Letter of Credit	0	0	0	0
t.	Cost Certification Fee	15,000	0	0	0
u.	Accounting	0	0	0	0
v.	Title and Recording	50,000	0	0	0
w.	Legal Fees for Closing	160,000	0	0	80,000
x.	Mortgage Banker	0	0	0	0
y.	Tax Credit Fee	41,950	0	0	0
z.	Tenant Relocation	400,000	0	0	0
aa.	Fixtures, Furnitures and Equipment	0	0	0	0
ab.	Organization Costs	10,000	0	0	0
ac.	Operating Reserve	275,000	0	0	0
ad.	Contingency	600,819	0	0	600,819
ae.	Security	0	0	0	0
af.	Utilities	0	0	0	0

**O. PROJECT BUDGET - OWNER COSTS**

ag. Servicing Reserve	0			
(1) Other* specify Third party plan review	5,000	0	0	5,000
(2) Other* specify Soft cost contingency	60,000	0	0	60,000
(3) Other* specify Syndication legal	60,000	0	0	0
(4) Other* specify Const loan fees - non ori	20,000	0	0	20,000
(5) Other * specify Perm loan process fee	7,000	0	0	0
(6) Other* specify	0	0	0	0
(7) Other* specify	0	0	0	0
(8) Other* specify	0	0	0	0
(9) Other* specify	0	0	0	0
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$2,573,169</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,590,219</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$8,692,783</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,709,833</b>
<b>3. Developer's Fees</b>	<b>1,500,000</b>	<b>0</b>	<b>0</b>	<b>1,500,000</b>
<b>Action:</b> Provide Developer Fee Agreement (Tab A)				
<b>4. Owner's Acquisition Costs</b>				
Land	480,000			
Existing Improvements	4,395,000	4,395,000		
Subtotal 4:	\$4,875,000	\$4,395,000		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$15,067,783	\$4,395,000	\$0	\$9,209,833

If this application seeks rehab credits only, in which there is no acquisition and **no change in ownership**, enter the greater of appraised value or tax assessment value here:

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

**Maximum Developer Fee: \$1,515,423**

Proposed Development's Cost per Sq Foot \$157 **Meets Limits**  
 Applicable Cost Limit by Square Foot: \$231

Proposed Development's Cost per Unit \$254,820 **Proposed Cost per Unit exceeds limit**  
 Applicable Cost Limit per Unit: \$225,968

2022 Low-Income Housing Tax Credit Application For Reservation

**P. ELIGIBLE BASIS CALCULATION**

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
<b>1. Total Development Costs</b>	15,067,783	4,395,000	0	9,209,833

**2. Reductions in Eligible Basis**

a. Amount of federal grant(s) used to finance qualifying development costs	0	0	0
b. Amount of nonqualified, nonrecourse financing	0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)	0	0	0
d. Historic Tax Credit (residential portion)	0	0	0

**3. Total Eligible Basis (1 - 2 above)**

4,395,000	0	9,209,833
-----------	---	-----------

**4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)**

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	0	2,762,950
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	0
c. For Green Certification (Eligible Basis x 10%)		0

**Total Adjusted Eligible basis**

0	11,972,783
---	------------

**5. Applicable Fraction**

100.00000%	100.00000%	100.00000%
------------	------------	------------

**6. Total Qualified Basis**

(Eligible Basis x Applicable Fraction)

4,395,000	0	11,972,783
-----------	---	------------

**7. Applicable Percentage**

(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)

4.00%	9.00%	9.00%
-------	-------	-------

**8. Maximum Allowable Credit under IRC §42**

(Qualified Basis x Applicable Percentage)

(Must be same as BIN total and equal to or less than credit amount allowed)

\$175,800	\$0	\$1,077,550
-----------	-----	-------------

\$1,253,350
Combined 30% & 70% P. V. Credit

**Q. SOURCES OF FUNDS**

**Action:** Provide Documentation for all Funding Sources at **Tab T**

**1. Construction Financing:** List individually the sources of construction financing, including any such loans financed through grant sources:

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.	Construction Lender			\$4,000,000	
2.					
3.					
Total Construction Funding:				\$4,000,000	

**2. Permanent Financing:** List individually the sources of all permanent financing in order of lien position:

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	Virginia Housing			\$3,000,000	\$115,790	1.00%	30	30
2.	NNRHA Capital			\$1,044,777	\$0	0.00%		30
3.	NNRHA Leasehold			\$4,875,000	\$0	2.14%		30
4.	Virginia Housing REACH			\$250,000	\$0	0.00%		30
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$9,169,777	\$115,790			

**3. Grants:** List all grants provided for the development:

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.					
2.					
3.					
4.					
5.					
6.					

---

**Q. SOURCES OF FUNDS**

---

Total Permanent Grants:

**Q. SOURCES OF FUNDS**

**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.	NNRHA Capital		\$1,044,777
2.	NNRHA Leasehold		\$4,875,000
3.			
4.			
5.			
Total Subsidized Funding			\$5,919,777

**5. Recap of Federal, State, and Local Funds**

Portions of the sources of funds described above for the development are financed directly or indirectly with Federal, State, or Local Government Funds..... **TRUE**

If above is **True**, then list the amount of money involved by all appropriate types.

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$3,000,000
g.	HOME Funds	\$0
h.	Other: HUD Capital Funds	\$1,044,777
i.	Other:	\$0

Market-Rate Loans

a.	Taxable Bonds	\$0
b.	Section 220	\$0
c.	Section 221(d)(3)	\$0
d.	Section 221(d)(4)	\$0
e.	Section 236	\$0
f.	Section 223(f)	\$0
g.	Other:	\$0

Grants\*

a.	CDBG	\$0
b.	UDAG	\$0

Grants

c.	State	
d.	Local	
e.	Other:	

\*This means grants to the partnership. If you received a loan financed by a locality which received one of the listed grants, please list it in the appropriate loan column as "other" and describe the applicable grant program which funded it.



**Q. SOURCES OF FUNDS**

**6. For Transactions Using Tax-Exempt Bonds Seeking 4% Credits:**

For purposes of the 50% Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is: **N/A**

**7. Some of the development's financing has credit enhancements.....** **FALSE**

If **True**, list which financing and describe the credit enhancement:

\_\_\_\_\_  
\_\_\_\_\_

**8. Other Subsidies** **Action: Provide documentation (Tab Q)**

a. **TRUE** Real Estate Tax Abatement on the increase in the value of the development.

b. **TRUE** **New** project based subsidy from HUD or Rural Development for the greater of 5 or 10% of the units in the development.

c. **FALSE** Other \_\_\_\_\_

**9. A HUD approval for transfer of physical asset is required.....** **TRUE**

**R. EQUITY**

**1. Equity**

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit

Amount of Federal historic credits	\$0	x Equity \$	\$0.000	=	\$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	=	\$0

b. Equity that Sponsor will Fund:

i. Cash Investment	\$0
ii. Contributed Land/Building	\$0
iii. Deferred Developer Fee	\$750,000 (Note: Deferred Developer Fee cannot be negative.)
iv. Other:	\$0

**ACTION:** If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at **TAB A**.

**Equity Total** \$750,000

**2. Equity Gap Calculation**

a. Total Development Cost	\$15,067,783
b. Total of Permanent Funding, Grants and Equity	- <u>\$9,919,777</u>
c. Equity Gap	\$5,148,006
d. Developer Equity	- <u>\$516</u>
e. Equity gap to be funded with low-income tax credit proceeds	\$5,147,490

**3. Syndication Information (If Applicable)**

a. Actual or Anticipated Name of Syndicator: Housing Equity Fund/VA Community Development Corporati  
 Contact Person: Jeffrey Michael Meyer Phone: (804) 543-2208  
 Street Address: 1840 West Broad Street Suite 200  
 City: Richmond ▶ State:                      Zip: 23220

b. Syndication Equity

i. Anticipated Annual Credits	\$585,000.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.880
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$584,942
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$5,147,490

c. Syndication: Private  
 d. Investors: Corporate

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$5,147,490

**5. Net Equity Factor**

Must be equal to or greater than 85% 88.0000820595%

**S. DETERMINATION OF RESERVATION AMOUNT NEEDED**

The following calculation of the amount of credits needed is substantially the same as the calculation which will be made by Virginia Housing to determine, as required by the IRC, the amount of credits which may be allocated for the development. However, Virginia Housing at all times retains the right to substitute such information and assumptions as are determined by Virginia Housing to be reasonable for the information and assumptions provided herein as to costs (including development fees, profits, etc.), sources for funding, expected equity, etc. Accordingly, if the development is selected by Virginia Housing for a reservation of credits, the amount of such reservation may differ significantly from the amount you compute below.

1. Total Development Costs		<u>\$15,067,783</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$9,919,777</u>
3. Equals Equity Gap		<u>\$5,148,006</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>88.0000820595%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$5,850,001</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$585,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,253,350</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$585,000</u>
Credit per LI Units	<u>\$14,625.0000</u>	<b>Combined 30% &amp; 70% PV Credit Requested</b>
Credit per LI Bedroom	<u>\$4,875.0000</u>	

9. **Action:** Provide Attorney’s Opinion (**Mandatory Tab H**)

**T. CASH FLOW**

**1. Revenue**

Indicate the estimated monthly income for the **Low-Income Units** (based on Unit Details tab):

Total Monthly Rental Income for LIHTC Units	\$31,520
Plus Other Income Source (list): _____	\$0
Equals Total Monthly Income:	<u>\$31,520</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$378,240</u>
Less Vacancy Allowance <span style="margin-left: 100px;">7.0%</span>	<u>\$26,477</u>
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>	<u><u>\$351,763</u></u>

**2. Indicate the estimated monthly income for the Market Rate Units** (based on Unit Details tab):

Total Monthly Income for Market Rate Units:	\$0
Plus Other Income Source (list): _____	\$0
Equals Total Monthly Income:	<u>\$0</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$0</u>
Less Vacancy Allowance <span style="margin-left: 100px;">0.0%</span>	<u>\$0</u>
<b>Equals Annual Effective Gross Income (EGI) - Market Rate Units</b>	<u><u>\$0</u></u>

**Action:** Provide documentation in support of Operating Budget (TAB R)

**3. Cash Flow (First Year)**

a. Annual EGI Low-Income Units	<u>\$351,763</u>
b. Annual EGI Market Units	<u>\$0</u>
c. Total Effective Gross Income	<u>\$351,763</u>
d. Total Expenses	<u>\$221,193</u>
e. Net Operating Income	<u>\$130,570</u>
f. Total Annual Debt Service	<u>\$115,790</u>
g. Cash Flow Available for Distribution	<u>\$14,780</u>

**T. CASH FLOW**

4. Projections for Financial Feasibility - 15 Year Projections of Cash Flow

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	351,763	358,798	365,974	373,294	380,760
Less Oper. Expenses	221,193	227,829	234,664	241,704	248,955
Net Income	130,570	130,970	131,311	131,590	131,805
Less Debt Service	115,790	115,790	115,790	115,790	115,790
Cash Flow	14,780	15,180	15,521	15,800	16,015
Debt Coverage Ratio	1.13	1.13	1.13	1.14	1.14

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	388,375	396,142	404,065	412,147	420,390
Less Oper. Expenses	256,423	264,116	272,039	280,201	288,607
Net Income	131,952	132,026	132,026	131,946	131,783
Less Debt Service	115,790	115,790	115,790	115,790	115,790
Cash Flow	16,162	16,236	16,236	16,156	15,993
Debt Coverage Ratio	1.14	1.14	1.14	1.14	1.14

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	428,797	437,373	446,121	455,043	464,144
Less Oper. Expenses	297,265	306,183	315,368	324,829	334,574
Net Income	131,532	131,190	130,752	130,214	129,570
Less Debt Service	115,790	115,790	115,790	115,790	115,790
Cash Flow	15,742	15,400	14,962	14,424	13,780
Debt Coverage Ratio	1.14	1.13	1.13	1.12	1.12

Estimated Annual Percentage Increase in Revenue      2.00% (Must be ≤ 2%)  
 Estimated Annual Percentage Increase in Expenses      3.00% (Must be ≥ 3%)

**U. Building-by-Building Information**

**Must Complete**

Qualified basis must be determined on a building-by building basis. Complete the section below. Building street addresses are required by the IRS (must have them by the time of allocation request).

<b>Number of BINS:</b>	20
------------------------	----

Total Qualified Basis should equal total on Elig Basis Tab

**FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN BUILDING GRID**

Please help us with the process:  
**DO NOT use the CUT feature**  
**DO NOT SKIP LINES BETWEEN BUILDINGS**

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.	VA0326001	2		1003-1005 33rd		Newport News	VA	23607				\$0	\$219,750	04/30/24	9.00%	\$19,778	\$582,092	04/30/24	9.00%	\$52,388
2.	VA0326002	2		1007-1009 33rd		Newport News	VA	23607				\$0	\$219,750	04/30/24	9.00%	\$19,778	\$582,092	04/30/24	9.00%	\$52,388
3.	VA0326003	2		1011-1013 33rd		Newport News	VA	23607				\$0	\$219,750	04/30/24	9.00%	\$19,778	\$582,092	04/30/24	9.00%	\$52,388
4.	VA0326004	2		1015-1017 33rd		Newport News	VA	23607				\$0	\$219,750	04/30/24	9.00%	\$19,778	\$582,092	04/30/24	9.00%	\$52,388
5.	VA0326005	2		1019-1021 33rd		Newport News	VA	23607				\$0	\$219,750	04/30/24	9.00%	\$19,778	\$582,092	04/30/24	9.00%	\$52,388
6.	VA0326006	2		1023-1025 33rd		Newport News	VA	23607				\$0	\$219,750	04/30/24	9.00%	\$19,778	\$582,092	04/30/24	9.00%	\$52,388
7.	VA0326007	2		1002-1004 34th		Newport News	VA	23607				\$0	\$219,750	04/30/24	9.00%	\$19,778	\$582,091	04/30/24	9.00%	\$52,388
8.	VA0326009	2		1006-1008 34th		Newport News	VA	23607				\$0	\$219,750	04/30/24	9.00%	\$19,778	\$582,092	04/30/24	9.00%	\$52,388
9.	VA0326011	2		1010-1012 34th		Newport News	VA	23607				\$0	\$219,750	04/30/24	9.00%	\$19,778	\$582,091	04/30/24	9.00%	\$52,388
10.	VA0326013	2		1014-1016 34th		Newport News	VA	23607				\$0	\$219,750	04/30/24	9.00%	\$19,778	\$582,092	04/30/24	9.00%	\$52,388
11.	VA0326015	2		1018-1020 34th		Newport News	VA	23607				\$0	\$219,750	04/30/24	9.00%	\$19,778	\$582,091	04/30/24	9.00%	\$52,388
12.	VA0326016	2		1022-1024 34th		Newport News	VA	23607				\$0	\$219,750	04/30/24	9.00%	\$19,778	\$582,092	04/30/24	9.00%	\$52,388
13.	VA0326008	2		1003-1005 34th		Newport News	VA	23607				\$0	\$219,750	04/30/24	9.00%	\$19,778	\$582,091	04/30/24	9.00%	\$52,388
14.	VA0326010	2		1007-1009 34th		Newport News	VA	23607				\$0	\$219,750	04/30/24	9.00%	\$19,778	\$582,092	04/30/24	9.00%	\$52,388
15.	VA0326012	2		1011-1013 34th		Newport News	VA	23607				\$0	\$219,750	04/30/24	9.00%	\$19,778	\$582,091	04/30/24	9.00%	\$52,388
16.	VA0326014	2		1015-1017 34th		Newport News	VA	23607				\$0	\$219,750	04/30/24	9.00%	\$19,778	\$582,092	04/30/24	9.00%	\$52,388
17.	VA0326017	2		1002-1004 35th		Newport News	VA	23607				\$0	\$219,750	04/30/24	9.00%	\$19,778	\$582,091	04/30/24	9.00%	\$52,388
18.	VA0326018	2		1006-1008 35th		Newport News	VA	23607				\$0	\$219,750	04/30/24	9.00%	\$19,778	\$582,092	04/30/24	9.00%	\$52,388
19.	VA0326019	2		1010-1012 35th		Newport News	VA	23607				\$0	\$219,750	04/30/24	9.00%	\$19,778	\$582,091	04/30/24	9.00%	\$52,388
20.	VA0326020	2		1014-1016 35th		Newport News	VA	23607				\$0	\$219,750	04/30/24	9.00%	\$19,778	\$582,092	04/30/24	9.00%	\$52,388
21.												\$0				\$0				\$0
22.												\$0				\$0				\$0
23.												\$0				\$0				\$0
24.												\$0				\$0				\$0
25.												\$0				\$0				\$0
26.												\$0				\$0				\$0
27.												\$0				\$0				\$0
28.												\$0				\$0				\$0
29.												\$0				\$0				\$0
30.												\$0				\$0				\$0
31.												\$0				\$0				\$0
32.												\$0				\$0				\$0
33.												\$0				\$0				\$0
34.												\$0				\$0				\$0
35.												\$0				\$0				\$0

40 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$4,395,000

\$11,641,833

\$0

\$395,550

\$1,047,765

Qualified basis should not exceed values on Elig Basis.

<b>Number of BINS:</b>	20
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**V. STATEMENT OF OWNER**

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The undersigned hereby acknowledges the following:

1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to Virginia Housing's acceptance, consideration, approval, or disapproval of this reservation request and the issuance or nonissuance of an allocation of credits, grants and/or loan funds in connection herewith.
3. that points will be assigned only for representations made herein for which satisfactory documentation is submitted herewith and that no revised representations may be made in connection with this application once the deadline for applications has passed.
4. that this application form, provided by Virginia Housing to applicants for tax credits, including all sections herein relative to basis, credit calculations, and determination of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of Virginia Housing in reviewing reservation requests; that completion hereof in no way guarantees eligibility for the credits or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority.
5. that the undersigned is responsible for ensuring that the proposed development will be comprised of qualified low-income buildings and that it will in all respects satisfy all applicable requirements of federal tax law and any other requirements imposed upon it by Virginia Housing prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.
7. that, for the purposes of reviewing this application, Virginia Housing is entitled to rely upon representations of the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations relative to the determination of qualified basis for the development as a whole and/or each building therein individually as well as the amounts and types of credit applicable thereof, but that the issuance of a reservation based on such representation in no way warrants their correctness or compliance with IRC requirements.
8. that Virginia Housing may request or require changes in the information submitted herewith, may substitute its own figures which it deems reasonable for any or all figures provided herein by the undersigned and may reserve credits, if any, in an amount significantly different from the amount requested.
9. that reservations of credits are not transferable without prior written approval by Virginia Housing at its sole discretion.

V. STATEMENT OF OWNER

- 10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or Virginia Housing regulations, or other binding authority.
- 11. that reservations may be made subject to certain conditions to be satisfied prior to allocation and shall in all cases be contingent upon the receipt of a nonrefundable application fee of \$1000 and a nonrefundable reservation fee equal to 7% of the annual credit amount reserved.
- 12. that a true, exact, and complete copy of this application, including all the supporting documentation enclosed herewith, has been provided to the tax attorney who has provided the required attorney's opinion accompanying this submission.
- 13. that the undersigned has provided a complete list of all residential real estate developments in which the general partner(s) has (have) or had a controlling ownership interest and, in the case of those projects allocated credits under Section 42 of the IRC, complete information on the status of compliance with Section 42 and an explanation of any noncompliance. The undersigned hereby authorizes the Housing Credit Agencies of states in which these projects are located to share compliance information with the Authority.
- 14. that any principal of undersigned has not participated in a planned foreclosure or Qualified Contract request in Virginia after January 1, 2019.
- 15. that undersigned agrees to provide disclosure to all tenants of the availability of Renter Education provided by Virginia Housing.
- 16. that undersigned waives the right to pursue a Qualified Contract on this development.
- 17. that the information in this application may be disseminated to others for purposes of verification or other purposes consistent with the Virginia Freedom of Information Act. However, all information will be maintained, used or disseminated in accordance with the Government Data Collection and Dissemination Practices Act. The undersigned may refuse to supply the information requested, however, such refusal will result in Virginia Housing's inability to process the application. The original or copy of this application may be retained by Virginia Housing, even if tax credits are not allocated to the undersigned.

In Witness Whereof, the undersigned, being authorized, has caused this document to be executed in its name on the date of this application set forth in DEV Info tab hereof.

Legal Name of Owner Orcutt TH 40 LLC

By: Karen R. Wilds  
Its: President, Orcutt TH 40 Dev Corp, Mgmt Mem  
(Title)



**V. STATEMENT OF ARCHITECT**

The architect signing this document is certifying that the development plans and specifications incorporate all Virginia Housing Minimum Design and Construction Requirements (MDCR), selected LIHTC enhancements and amenities, applicable building codes and accessibility requirements.

In Witness Whereof, the undersigned, being authorized, has caused this document to be executed in its name on the date of this application set forth in DEV Info tab hereof.

Legal Name of Architect:	Matthew G. Burton AIA, LEED AP
Virginia License#:	11104
Architecture Firm or Company:	Matthew G Burton Architect LLC

By: Matthew G Burton

Its: Principal  
(Title)

Initials by Architect are also required on the following Tabs: Enhancement, Special Housing Needs and Unit Details.

**W. LIHTC SELF SCORE SHEET**

**Self Scoring Process**

This Self Scoring Process is intended to provide you with an estimate of your application's score based on the information included within the reservation application. Other items, denoted below in the yellow shaded cells, are typically evaluated by Virginia Housing's staff during the application review and feasibility process. For purposes of self scoring, we have made certain assumptions about your application. Edit the appropriate responses (Y or N) in the yellow shaded cells, if applicable. Items 5f and 5g require a numeric value to be entered.

Please remember that this score is only an estimate. Virginia Housing reserves the right to change application data and/or score sheet responses where appropriate, which may change the final score.

**MANDATORY ITEMS:**

	Included		Score
a. Signed, completed application with attached tabs in PDF format	Y	Y or N	0
b. Active Excel copy of application	Y	Y or N	0
c. Partnership agreement	Y	Y or N	0
d. SCC Certification	Y	Y or N	0
e. Previous participation form	Y	Y or N	0
f. Site control document	Y	Y or N	0
g. RESNET Certification	Y	Y or N	0
h. Attorney's opinion	Y	Y or N	0
i. Nonprofit questionnaire (if applicable)	Y	Y, N, N/A	0
j. Appraisal	Y	Y or N	0
k. Zoning document	Y	Y or N	0
l. Universal Design Plans	Y	Y or N	0
m. List of LIHTC Developments (Schedule A)	Y	Y or N	0
<b>Total:</b>			<b>0.00</b>

**1. READINESS:**

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development < no points offered in Cycle 2022 >	N/A	0 pts for 2022	0.00
d. Location in a revitalization area based on Qualified Census Tract	Y	0 or 10	10.00
e. Location in a revitalization area with resolution	N	0 or 15	0.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
<b>Total:</b>			<b>10.00</b>

**2. HOUSING NEEDS CHARACTERISTICS:**

a. Sec 8 or PHA waiting list preference	N	0 or up to 5	0.00
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	39.29%	Up to 40	40.00
d. Tax abatement on increase of property's value	Y	0 or 5	5.00
e. New project based rental subsidy (HUD or RD)	Y	0 or 10	10.00
f. Census tract with <12% poverty rate	0%	0, 20, 25 or 30	0.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	N	Up to 20	0.00
<b>Total:</b>			<b>55.00</b>

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			55.04
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 50	50.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
e. Development will be Green Certified	N	0 or 10	0.00
f. Units constructed to meet Virginia Housing's Universal Design standards	15%	Up to 15	2.25
g. Developments with less than 100 low income units	Y	up to 20	20.00
h. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			<u>137.29</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$84,500	\$59,700

a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	100.00%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	10.00%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 50	0.00
Total:			<u>60.00</u>

5. SPONSOR CHARACTERISTICS:

a. Developer experience (Subdivision 5a - options a,b or c)	Y	0, 10 or 25	25.00
b. Experienced Sponsor - 1 development in Virginia	N	0 or 5	0.00
c. Experienced Sponsor - 3 developments in any state	N	0 or 15	0.00
d. Developer experience - life threatening hazard	N	0 or -50	0.00
e. Developer experience - noncompliance	N	0 or -15	0.00
f. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
h. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
i. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
j. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.00
k. Management company rated unsatisfactory	N	0 or -25	0.00
l. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			<u>25.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	177.77
b. Cost per unit		Up to 100	64.34
Total:			<u>242.11</u>

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	0.00

e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	Y	0 or 10	<u>10.00</u>
f. Team member with Diversity, Equity and Inclusion Designation	N	0 or 5	<u>0.00</u>
g. Commitment to electronic payment of fees	Y	0 or 5	<u>5.00</u>
Total:			<u><u>75.00</u></u>

400 Point Threshold - all 9% Tax Credits  
 300 Point Threshold - Tax Exempt Bonds

**TOTAL SCORE:** 604.40

**Enhancements:**

All units have:	Max Pts	Score
a. Community Room	5	0.00
b. Exterior walls constructed with brick and other low maintenance material	40	30.04
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	3.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	1.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	0.00
l. Cooking surfaces equipped with fire suppression features	2	2.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. N/A for 2022	0	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>55.04</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>0.00</u>
<b>Total amenities:</b>		<b><u>55.04</u></b>

X. Development Summary

Summary Information 2022 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Orcutt Townhomes 1

Cycle Type: 9% Tax Credits Requested Credit Amount: \$585,000  
 Allocation Type: Rehabilitation Jurisdiction: Newport News City  
 Total Units: 40 Population Target: General  
 Total LI Units: 40  
 Project Gross Sq Ft: 65,055.31 Owner Contact: Karen Wilds  
 Green Certified? FALSE

**Total Score**  
604.40

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$9,169,777	\$229,244	\$141	\$115,790
Grants	\$0	\$0		
Subsidized Funding	\$5,919,777	\$147,994		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$5,315,451	\$132,886	\$82	35.28%
General Req/Overhead/Profit	\$744,163	\$18,604	\$11	4.94%
Other Contract Costs	\$60,000	\$1,500	\$1	0.40%
Owner Costs	\$2,573,169	\$64,329	\$40	17.08%
Acquisition	\$4,875,000	\$121,875	\$75	32.35%
Developer Fee	\$1,500,000	\$37,500	\$23	9.96%
<b>Total Uses</b>	<b>\$15,067,783</b>	<b>\$376,695</b>		

**Total Development Costs**

Total Improvements	\$8,692,783
Land Acquisition	\$4,875,000
Developer Fee	\$1,500,000
<b>Total Development Costs</b>	<b>\$15,067,783</b>

Income		
Gross Potential Income - LI Units		\$378,240
Gross Potential Income - Mkt Unit:		\$0
Subtotal		\$378,240
Less Vacancy %	7.00%	\$26,477
<b>Effective Gross Income</b>		<b>\$351,763</b>

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$73,002	\$1,825
Utilities	\$12,350	\$309
Operating & Maintenance	\$76,554	\$1,914
Taxes & Insurance	\$47,287	\$1,182
<b>Total Operating Expenses</b>	<b>\$209,193</b>	<b>\$5,230</b>
Replacement Reserves	\$12,000	\$300
<b>Total Expenses</b>	<b>\$221,193</b>	<b>\$5,530</b>

Cash Flow	
EGI	\$351,763
Total Expenses	\$221,193
<b>Net Income</b>	<b>\$130,570</b>
Debt Service	\$115,790
<b>Debt Coverage Ratio (YR1):</b>	<b>1.13</b>

Proposed Cost Limit/Sq Ft: \$157  
 Applicable Cost Limit/Sq Ft: \$231  
 Proposed Cost Limit/Unit: \$254,820  
 Applicable Cost Limit/Unit: \$225,968

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	0
# of 2BR	0
# of 3BR	40
# of 4+ BR	0
<b>Total Units</b>	<b>40</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	4
50% AMI	20	16
60% AMI	20	20
>60% AMI	0	0
Market	0	0

Income Averaging? FALSE

Extended Use Restriction? 30

**i. Efficient Use of Resources**

**Credit Points for 9% Credits:**

\* 4% Credit applications will be calculated using the E-U-R TE Bc

If the Combined Max Allowable Credits is \$500,000 and the annual credit requested is \$200,000, you are providing a 60% savings for the program. This deal would receive all 200 credit points.

For another example, the annual credit requested is \$300,000 or a 40% savings for the program. Using a sliding scale, the credit points would be calculated by the difference between your savings and the desired 60% savings. Your savings divided by the goal of 60% times the max points of 200. In this example,  $(40\%/60\%) \times 200$  or 133.33 points.

Combined Max	\$1,253,350
Credit Requested	\$585,000
% of Savings	53.33%
Sliding Scale Points	177.77

4% Deals EUR Point
0.00

**Cost Points:**

If the Applicable Cost by Square foot is \$238 and the deal’s Proposed Cost by Square Foot was \$119, you are saving 50% of the applicable cost. This deal would receive all 100 credit points.

For another example, the Applicable Cost by SqFt is \$238 and the deal’s Proposed Cost is \$153.04 or a savings of 35.70%. Using a sliding scale, your points would be calculated by the difference between your savings and the desired 50% savings. Your savings divided by the goal of 50% times the max points 100. In this example,  $(35.7\%/50\%) \times 100$  or 71.40 points.

Total Costs Less Acquisition	\$10,192,783
Total Square Feet	65,055.31
Proposed Cost per SqFt	\$156.68
Applicable Cost Limit per Sq Ft	\$231.00
% of Savings	32.17%
Total Units	40
Proposed Cost per Unit	\$254,820
Applicable Cost Limit per Unit	\$225,968
% of Savings	-12.77%
Max % of Savings	32.17%
Sliding Scale Points	64.34

\$/SF = **\$249.02** Credits/SF = **10.178** Const \$/unit = **\$152,990.35**

TYPE OF PROJECT GENERAL = 11000; ELDERLY = 12000  
 LOCATION Inner-NVA=100; Outer-NV=200; NWNC=300; Rich=400; Tid=500; Balance=600  
 TYPE OF CONSTRUCTION N C=1; ADPT=2; REHAB(35,000+)=3; REHAB\*(10,000-35,000)=4

**11000**  
**500**  
**3**

**500**  
**3**

\* REHABS LOCATED IN BELTWAY (\$10,000-\$50,000) See Below

	GENERAL		Elderly				
	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	0	0	0	0	0
<b>CREDIT PER UNIT POINTS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	0.00	1,436.92	0.00
NUMBER OF UNITS	0	0	0	0	0	0	40	0
PARAMETER-(CREDITS=>35,000)	0	0	0	0	0	0	19,388	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	0	19,388	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	19,388	0
PROJECT CREDIT PER UNIT	0	0	0	0	0	0	14,625	0
<b>CREDIT PER UNIT POINTS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>49.13</b>	<b>0.00</b>

TOTAL CREDIT PER UNIT POINTS

**0.00**

This calculation of Credit per Unit points applies to 4% Tax Exempt deals only

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Credit Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Credit Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	0	0	0	0	0	19,388	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Credit Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19,388</b>	<b>0</b>

Northern Virginia Beltway (Rehab costs \$10,000-\$50,000)

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Credit Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	0	0	0	0	0	19,388	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19,388</b>	<b>0</b>



# **Tab A:**

Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY)

**OPERATING AGREEMENT  
OF  
ORCUTT TH 40 LLC**

THIS OPERATING AGREEMENT, dated as of February 8, 2022, by the undersigned party who, by its execution of this Operating Agreement, has become the sole member of Orcutt TH 40 LLC, a Virginia limited liability company (the "Company"), provides as follows:

RECITALS:

The undersigned party caused the Company to be organized as a limited liability company under the laws of the Commonwealth of Virginia effective December 15, 2021, and enters into this Operating Agreement to set forth the terms and conditions on which the management, business and financial affairs of the Company shall be conducted.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the party does hereby covenant as follows:

**ARTICLE I**

**DEFINITIONS**

1.01 The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

(a) "Act" shall mean the Virginia Limited Liability Company Act, Va. Code Ann. § 13.1-1000 et seq., as amended and in force from time to time.

(b) "Articles" shall mean the articles of organization of the Company, as amended and in force from time to time.

(c) "Capital Account" shall mean as of any given date the amount calculated and maintained by the Company for each Member as provided in Section 6.04 hereof.

(d) "Capital Contribution" shall mean any contribution to the capital of the Company by a Member in cash, property or services, or a binding obligation to contribute cash, property or services, whenever made. "Initial Capital Contribution" shall mean the initial contribution to the capital of the Company by a Member, as determined pursuant to Article IV hereof.

(e) "Code" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(f) "Company" shall refer to Orcutt TH 40 LLC.

(g) "Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or other association.

(h) "Manager" shall mean the manager of the Company, whose rights, powers and duties are specified in Article VII hereof.

(i) "Member" shall mean the Entity that is identified as the initial Member in Article III hereof or any Person who is admitted as a Member (either as a transferee of a Membership Interest or as an additional Member). A Person shall cease to be a Member at such time as it or he no longer owns any Membership Interest.

(j) "Membership Interest" shall mean the ownership interest of a Member in the Company, which may be expressed as a percentage equal to such Member's Capital Account divided by the aggregate Capital Accounts of all Members. The Membership Interests may be recorded from time to time on a schedule attached to this Operating Agreement.

(k) "Operating Agreement" shall mean this Operating Agreement, as originally executed and as amended from time to time.

(l) "Person" shall mean any natural person or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so admits.

## ARTICLE II

### PURPOSES AND POWERS OF COMPANY

2.01 Purposes. The purposes of the Company shall be to:

(a) Acquire, develop, own, manage, operate, buy, sell, exchange, finance, refinance and otherwise deal with real estate and personal property incidental to real estate, as the Members may from time to time deem to be in the best interests of the Company, in particular, to acquire certain real estate in Newport News, rehabilitate the existing buildings thereon, operate thereon an affordable multifamily housing development using a combination of debt and equity derived from federal low income housing tax credits (the "Project"), to do all acts necessary or incidental to the accomplishment of that purpose and to engage such engineers, architects, contractors and other persons to accomplish such purpose. In particular, the Company is authorized to prepare and file an application for reservation of low income housing tax credits with Virginia Housing and to enter into such other agreements as may be required for the purposes set forth above; and

(b) Engage in such other activities as are related or incidental to the foregoing purposes or otherwise reasonably necessary to accomplish the purposes of the Company and to do all such other acts or things except as may be specifically prohibited by this Operating Agreement of state or federal law.

2.02 Powers. The Company shall have all powers and rights of a limited liability company organized under the Act, to the extent such powers and rights are not proscribed by the Articles.

### ARTICLE III

#### NAMES, ADDRESSES AND MEMBERSHIP INTERESTS OF INITIAL MEMBERS; PRINCIPAL OFFICE

3.01 Name, Address and Membership Interest of Initial Sole Member. The name, address and Membership Interest of the initial sole Member are as follows:

<u>Name and Address</u>	<u>Membership Interest</u>
Orcutt TH 40 Development Corporation 227 27 <sup>th</sup> Street Newport News, Virginia 23607	100%

3.02 Principal Office. The principal office of the Company shall be at 227 27<sup>th</sup> Street, Newport News, Virginia 23607. The principal office may be changed from time to time by the Manager.

### ARTICLE IV

#### CONTRIBUTED CAPITAL AND CAPITAL ACCOUNTS

4.01 Initial Capital Contributions. The Member, upon the execution of this Operating Agreement, shall make as an initial Capital Contribution the amount shown on Exhibit A, which is attached hereto and by this reference is made a part hereof.

4.02 Additional Capital Contributions. The Member shall not be required to make any Capital Contribution in addition to its Initial Capital Contribution. Otherwise, the Members may make additional Capital Contributions to the Company only if such additional Capital Contributions are made pro rata by all the Members or all the Members consent in writing to any non-pro rata contribution.

4.03 Interest and Return of Capital Contribution. The Member shall not receive any interest on its Capital Contribution. Except as otherwise specifically provided for herein, the Members shall not be allowed to withdraw or have refunded any Capital Contribution.

### ARTICLE V

#### ALLOCATIONS OF PROFITS AND LOSSES

5.01 Participation in Profits and Losses. All profits and losses of the Company shall be allocated to the Member(s) in accordance with it or their respective Membership Interests.

## ARTICLE VI

### DISTRIBUTIONS OF CASH FLOW

6.01 Distributions of Cash Flow. All cash flows of the Company shall be distributed to the Member(s) at such times as the Member(s) may determine.

## ARTICLE VII

### MANAGER

7.01 Powers of Manager. Except as expressly provided otherwise in the Act, the Articles or this Operating Agreement, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed by the Manager. The Manager shall have complete charge of all affairs and business and management and control of the Company. The Manager shall have all the rights and powers as are conferred by law or as it deems necessary, advisable or convenient in managing the business and affairs of the Company.

7.02 Election of Manager. The Manager of the Company shall be Orcutt TH 40 Development Corporation, a Virginia corporation.

7.03 Business Relationships with the Company. The Company may enter into any contract, agreement, lease or other arrangement for the furnishing to or by the Company of real estate, goods, services or space with any Member or Person which is related to or affiliated with any Member or which is directly or indirectly owned or controlled by the Member(s) or by a Person related to or affiliated with the Member(s).

7.04 Limitation of Liability of Members or Manager. No Member or Manager of the Company shall be liable for any amount in a proceeding brought by or on behalf of the Company or the Members of the Company.

7.05 Indemnification. The Company shall indemnify and hold harmless any Member and any partner, shareholder, director, officer, manager, agent, affiliate and professional or other advisor of the Member(s) (collectively, the "Indemnified Persons") from and against any and all loss, damage, expense (including without limitation, fees and expenses of attorneys and other advisors and any court costs incurred by any Indemnified Person) or liability by reason of anything any Indemnified Person does or refrains from doing for, or in connection with the business or affairs of the Company (INCLUDING ANY LOSS, DAMAGE, EXPENSE OR LIABILITY CAUSED BY OR ATTRIBUTABLE TO THE ORDINARY OR SIMPLE NEGLIGENCE, AS OPPOSED TO GROSS NEGLIGENCE, OF THE INDEMNIFIED PERSON), except to the extent that the loss, damage, expense or liability results primarily from the Indemnified Person's gross negligence or willful breach of a material provision of this Operating Agreement which in either event causes actual, material damage to the Company. The foregoing rights of indemnification shall not be exclusive of any other rights to which the Member(s) may be entitled. The Manager may take such action as is necessary to carry out these indemnification provisions and may adopt, approve and amend from

time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law.

7.06 Liability of Manager. So long as the Manager acts in good faith with respect to the conduct of the business and affairs of the Company, the Manager shall not be liable or accountable to the Company or to the Member(s), in damages or otherwise, for any error of judgment, for any mistake of fact or of law, or for any other act or thing that it may do or refrain from doing in connection with the business and affairs of the Company, except for willful misconduct or gross negligence or breach of fiduciary duty.

## ARTICLE VIII

### DISSOLUTION AND TERMINATION

8.01 Events of Dissolution. The Company shall be dissolved upon the first to occur of the following:

(a) Any event that under the Act or the Articles requires dissolution of the Company, provided that the resignation, retirement, expulsion, bankruptcy or dissolution of a Member or occurrence of any other event that terminates the continued membership of a Member in the Company shall not cause the dissolution of the Company;

(b) The unanimous written consent of the Members to the dissolution of the Company;

(c) The entry of a decree of judicial dissolution of the Company as provided in the Act; or

(d) The occurrence of any other event described in the Act that causes an involuntary termination

8.02 Liquidation. Upon the dissolution of the Company, the Member(s) shall wind up its affairs and distribute its assets in accordance with the Act. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to the creditors so as to minimize any losses attendant upon dissolution.

8.03 Distributions. Upon liquidation, the Company assets (including any cash on hand) shall be sold or distributed in accordance with the Act.

8.04 No Recourse Against Member(s). Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for any payments required or allowed to be made to it, and no Member shall have any recourse against any other Member, and no Member shall be required to contribute property to make up a deficit capital account upon dissolution.

8.05 Purchase Option and Right of First Refusal Agreement. The Company is expressly authorized to enter into an exclusive Purchase Option and Right of First Refusal with Newport News Redevelopment and Housing Authority under the provisions of Section 42 of the Code, which Purchase Option shall comply with the requirements of such Section 42.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

9.01 Notices. Whenever, under the provisions of the Act or other law, the Articles or this Operating Agreement, notice is required to be given to any Person, it shall not be construed to mean exclusively personal notice unless otherwise specifically provided, but such notice may be given in writing, by mail, addressed to the Company at its principal office from time to time and to any other Person at its address as it appears on the records of the Company from time to time, with postage thereon prepaid. Any such notice shall be deemed to have been given at the time it is deposited in the United States mail. Notice to a Person may also be given personally or by telegram or telecopy sent to its address as it appears on the records of the Company.

9.02 Application of Virginia Law. This Operating Agreement, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Virginia, without reference to its choice of law provisions, and specifically the Act.

9.03 Amendments. No amendment or modification of this Operating Agreement shall be effective except upon the unanimous written consent of the Members.

9.04 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

9.05 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

9.06 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

9.07 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

9.08 Severability. If any provision of this Operating Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

9.09 Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective legal representatives, successors and assigns.

9.10 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company.

9.11 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9.12 Entire Agreement. This Operating Agreement sets forth all of the promises, agreements, conditions and understandings between the parties respecting the subject matter hereof and supersedes all prior negotiations, conversations, discussions, correspondence, memoranda and agreements between the parties concerning such subject matter.

The undersigned, being the sole initial Member of the Company, hereby acknowledges and certifies that the foregoing Operating Agreement constitutes the sole and entire Operating Agreement of the Company, adopted by the Member of the Company as of the date first written above. The Member further declares that the percentage Membership Interest specified below is its ownership interest in the Company.

**MEMBER:**

Orcutt TH 40 Development Corporation – 100%  
Interest

By: \_\_\_\_\_

  
Karen R. Wilds, President



**EXHIBIT A**

Initial Capital Contribution:

Orcutt TH 40 Development Corporation	\$ 100.00
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## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") made as of March 9, 2022 by and between Orcutt TH 40 LLC, a Virginia limited liability company (the "Company") and Newport News Redevelopment and Housing Authority, a Virginia body politic and corporate (the "Developer").

### Recitals

WHEREAS, the Company was formed to acquire, construct, develop, improve, maintain, own, operate, lease, dispose of and otherwise deal with a townhome project located in Newport News, Virginia, known as Orcutt Townhomes 1 (the "Project").

WHEREAS, the Project, following the completion of rehabilitation, is expected to constitute a "qualified low-income housing project" (as defined in Section 42(g)(1) of the Code).

WHEREAS, the Developer has provided and will continue to provide certain services with respect to the Project during the acquisition, development, rehabilitation and initial operating phases thereof.

WHEREAS, in consideration for such services, the Company has agreed to pay to the Developer certain fees computed in the manner stated herein.

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Amended and Restated Operating Agreement of the Company of even date herewith (the "Operating Agreement").

**NOW, THEREFORE**, in consideration of the recitals, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

#### Section 1. Development Services.

(a) The Developer has performed certain services relating to the development of the Project and shall oversee the development and rehabilitation of the Project and shall perform the services and carry out the responsibilities with respect to the Project as are set forth herein, and such additional duties and responsibilities as are reasonably within the general scope of such services and responsibilities and are designated from time to time by the Company.

(b) The Developer's services shall be performed in the name and on behalf of the Company and shall consist of the duties set forth in subparagraphs (i)-(xiii) below of this Section 1(b) and as provided elsewhere in this Agreement; provided, however, that if the performance of

any duty of the Developer set forth in this Agreement is beyond the reasonable control of the Developer, the Developer shall nonetheless be obligated to (i) use its best efforts to perform such duty and (ii) promptly notify the Company that the performance of such duty is beyond its reasonable control. The Developer has performed or shall perform the following:

(i) Negotiate and cause to be executed in the name and on behalf of the Company any agreements for architectural, engineering, testing or consulting services for the Project, and any agreements for the construction of any improvements or tenant improvements to be constructed or installed by the Company or the furnishing of any supplies, materials, machinery or equipment therefor, or any amendments thereof, provided that no agreement shall be executed nor binding commitment made until the terms and conditions thereof and the party with whom the agreement is made have been approved by the Managing Member unless the terms, conditions, and parties comply with guidelines issued by the Managing Member concerning such agreements;

(ii) Assist the Company in identifying sources of construction financing for the Project and negotiate the terms of such financing with lenders;

(iii) Establish and implement appropriate administrative and financial controls for the design and rehabilitation of the Project, including but not limited to:

(A) coordination and administration of the Project architect, the general contractor, and other contractors, professionals and consultants employed in connection with the design or rehabilitation of the Project;

(B) administration of any construction contracts on behalf of the Company;

(C) participation in conferences and the rendering of such advice and assistance as will aid in developing economical, efficient and desirable design and construction procedures;

(D) the rendering of advice and recommendations as to the selection of subcontractors and suppliers;

(E) the review and submission to the Company for approval of all requests for payments under any architectural agreement, general contractor's agreement, or any loan agreements with any lending institutions providing funds for the benefit of the Company for the design or construction of any improvements;

(F) the submission of any suggestions or requests for changes which could in any reasonable manner improve the design, efficiency or cost of the Project;

(G) applying for and maintaining in full force and effect any and all governmental permits and approvals required for the lawful rehabilitation of the Project;

(H) compliance with all terms and conditions applicable to the Company or the Project contained in any governmental permit or approval required or obtained for the lawful rehabilitation of the Project, or in any insurance policy affecting or covering the Project, or in any surety bond obtained in connection with the Project;

(I) furnishing such consultation and advice relating to the Project as may be reasonably requested from time to time by the Company;

(J) keeping the Company fully informed on a regular basis of the progress of the design and rehabilitation of the Project, including the preparation of such reports as are provided for herein or as may reasonably be requested by the Company and which are of a nature generally requested or expected of construction managers or owner's representatives on similar projects;

(K) giving or making the Company's instructions, requirements, approvals and payments provided for in the agreements with the Project architect, general contractor, and other contractors, professionals and consultants retained for the Project; and

(L) at the Company's expense, filing on behalf of and as the attorney-in-fact for the Company any notices of completion required or permitted to be filed upon the completion of any improvement(s) and taking such actions as may be required to obtain any certificates of occupancy or equivalent documents required to permit the occupancy of the Project.

(iv) Inspect the progress of the course of rehabilitation of the Project, including verification of the materials and labor being furnished to and on such construction so as to be fully competent to approve or disapprove requests for payment made by the Project architect and the general contractor, or by any other parties with respect to the design or rehabilitation of the Project, and in addition to

verify that the construction is being carried out substantially in accordance with the plans and specifications approved by the Company or, in the event construction is not being so carried out, to promptly notify the Company;

(v) If requested to do so by the Company, perform on behalf of the Company all obligations of the Company with respect to the design or rehabilitation of the Project contained in any loan agreement or security agreement in connection with the Project, or in any lease or rental agreement relating to space in the Project, or in any agreement entered into with any governmental body or agency relating to the terms and conditions of such construction, provided that copies of such agreements have been provided by the Company to the Developer or the Company has otherwise notified the Developer in writing of such obligations;

(vi) To the extent requested to do so by the Company, prepare and distribute to the Company a critical path schedule, and periodic updates thereto as necessary to reflect any material changes, but in any event not less frequently than quarterly, other design or construction cost estimates as required by the Company, and financial accounting reports, including monthly progress reports on the quality, progress and cost of construction and recommendations as to the drawing of funds from any loans arranged by the Company to cover the cost of design and construction of the Project, or as to the providing of additional capital contributions should such loan funds for any reason be unavailable or inadequate;

(vii) At the Company's expense, obtain and maintain insurance coverage for the Project, the Company, the Management Agent, and the Developer and its employees, at all times until final completion of rehabilitation of the Project, in accordance with an insurance schedule approved by the Company, which insurance shall include general public liability insurance covering claims for personal injury, including but not limited to bodily injury, or property damage, occurring in or upon the Property or the streets, passageways, curbs and vaults adjoining the Property. Such insurance shall be in a liability amount approved by the Company;

(viii) Comply with all applicable present and future laws, ordinances, orders, rules, regulations and requirements (hereinafter in this subparagraph (ix) called "laws") of all federal, state and municipal governments, courts, departments, commissions, boards and offices, any national or local Board of Fire Underwriters or Insurance Services. Offices having jurisdiction in the county in which the Project is located or any other body exercising functions similar to those of any of the foregoing, or any insurance carriers providing any insurance coverage for the Company or the Project, which may be applicable to the Project or any part thereof. Any such compliance undertaken by the Developer on behalf of and in the name of the Company, in accordance with the provisions of this

Agreement, shall be at the Company's expense. The Developer shall likewise ensure that all agreements between the Company and independent contractors performing work in connection with the Project shall include the agreement of said independent contractors to comply with all such applicable laws;

(ix) Assemble and retain all contracts, agreements and other records and data as may be necessary to carry out the Developer's functions hereunder. Without limiting the foregoing, the Developer will prepare, accumulate and furnish to the Company and the appropriate governmental authorities, as necessary, data and information sufficient to identify the market value of improvements in place as of each real property tax lien date, and will take application for appropriate exclusions from the capital costs of the Project for purposes of real property ad valorem taxes;

(xi) Use its best efforts to accomplish the timely completion of the Project in accordance with the approved plans and specifications and the time schedules for such completion approved by the Company;

(xii) At the direction of the Company, implement any decisions of the Company made in connection with the design, development and rehabilitation of the Project or any policies and procedures relating thereto, exclusive of leasing activities; and

(xiii) Perform and administer any and all other services and responsibilities of the Developer which are set forth in any other provisions of this Agreement, or which are requested to be performed by the Company and are within the general scope of the services described herein.

Section 2. Limitations and Restrictions. Notwithstanding any provisions of this Agreement, the Developer shall not take any action, expend any sum, make any decision, give any consent, approval or authorization, or incur any obligation with respect to (i) any matter not related to the rehabilitation or construction financing of the Project, including but not limited to the acquisition of the Project, the organization of the Company, obtaining permanent financing, obtaining an investor for the Company or leasing up the Project, such matters to be performed or supervised by the Managing Member and (ii) any of the following matters unless and until the same has been approved by the Company:

(a) Approval of all construction and architectural contracts and all architectural plans, specifications and drawings prior to the construction and/or alteration of any improvements contemplated thereby, except for such matters as may be expressly delegated in writing to the Developer by the Company;

(b) Any proposed change in the work of the rehabilitation of the Project, or in the plans and specifications therefor as previously approved by the Company, or in the cost thereof,

or any other change which would affect the design, cost, value or quality of the Project, except for such matters as may be expressly delegated in writing to the Developer by the Company;

(c) Making any expenditure or incurring any obligation by or on behalf of the Company or the Project involving a sum in excess of \$50,000 or involving a sum of less than \$25,000 where the same relates to a component part of any work, the combined cost of which exceeds \$50,000, except for expenditures made and obligations incurred pursuant to and specifically set forth in a construction budget approved by the Company (the "Construction Budget") or for such matters as may be otherwise expressly delegated to the Developer by the Company;

(d) Making any expenditure or incurring any obligation which, when added to any other expenditure, exceeds the Construction Budget or any line item specified in the Construction Budget, except for such matters as may be otherwise expressly delegated in writing to the Developer by the Company; or

(e) Expending more than what the Developer in good faith believes to be the fair and reasonable market value at the time and place of contracting for any goods purchased or leased or services engaged on behalf of the Company or otherwise in connection with the Project.

### Section 3. Accounts and Records.

(a) The Developer, on behalf of the Company, shall keep such books of account and other records as may be required and approved by the Company, including, but not limited to, records relating to the costs of construction advances. The Developer shall keep vouchers, statements, receipted bills and invoices and all other records, in the form approved by the Company, covering all collections, if any, disbursements and other data in connection with the Project prior to final completion of rehabilitation. All accounts and records relating to the Project, including all correspondence, shall be surrendered to the Company, upon demand without charge therefor.

(b) The Developer shall cooperate with the Management Agent to facilitate the timely preparation by the Management Agent of such reports and financial statements as the Management Agent is required to furnish pursuant to the Management Agreement.

(c) All books and records prepared or maintained by the Developer shall be kept and maintained at all times at the place or places approved by the Company, and shall be available for and subject to audit, inspection and copying by the Management Agent, the Company or any representative or auditor thereof or supervisory or regulatory authority, at the times and in the manner set forth in the Operating Agreement.

Section 4. Obligation To Complete Construction and to Pay Development Costs.

The Developer shall complete the rehabilitation of the Project or cause the same to be completed in a good and workmanlike manner, free and clear of all mechanics', materialmen's or similar liens, and shall equip the Project or cause the same to be equipped with all necessary and appropriate fixtures, equipment and articles of personal property, including refrigerators and ranges, provided for in the Project Documents and the Plans and Specifications. The Developer also shall cause the achievement of Final Closing in accordance with the terms of the Operating Agreement. If the Specified Proceeds as available from time to time are insufficient to cover all Development Costs and achieve Final Closing, the Developer shall advance or cause to be advanced to the Company from time to time as needed all such funds as are required to pay such deficiencies. Any such advances ("Development Advances") shall, to the extent permitted under the Project Documents and any applicable regulations or requirements of any Project Lender or Agency, be reimbursed at or prior to Final Closing only out of Specified Proceeds available from time to time after payment of all Development Costs. Any balance of the amount of each Development Advance not reimbursed through Final Closing shall not be reimbursable to the Developer and shall not be credited to the Capital Account of any Member, or otherwise change the interest of any Person in the Company, but shall be borne by the Developer under the terms of this Agreement, provided, however, if the Managing Member makes a Development Advance, such Advance shall be repaid as a Completion Loan under the Operating Agreement.

Section 5. Development Amount.

Any Development Advances made by the Developer shall be reimbursed from Specified Proceeds as set forth in Section 4. As reimbursement for any additional Development Advances and as a fee for its services in connection with the development of the Project and the supervision of the construction/rehabilitation of the Project, the Developer shall be paid an amount (the "Development Amount") equal to the lesser of (a) One Million, Five Hundred Thousand and No/100 Dollars (\$1,500,000); or (b) the maximum amount which conforms to the developer fee standards imposed by the Virginia Housing Development Authority. The Development Amount shall be deemed to have been earned as follows:

- (i) Twenty percent (20%) as of the date of this agreement; and
- (ii) Eighty percent (80%) upon Substantial Completion of the Project (and, prior to Substantial Completion, a pro rata percentage (based on square footage) of the 80% will be deemed earned over the course of rehabilitation, in an amount equal to the percentage of completion of the rehabilitation.

The Development Amount shall be paid in installments as follows:

- (i) \$350,000 upon the making of the Fourth Capital Contribution;
- (ii) \$300,000 upon the making of the Fifth Capital Contribution; and
- (iii) \$100,000 upon the making of the Sixth Capital Contribution;



Any installment of the Development Amount not paid when otherwise due hereunder shall be deferred without interest and shall be paid from next available Net Cash Flow in the priority set forth in Section 11.03(b) of the Operating Agreement; provided, however, that any unpaid balance of the Development Amount shall be due and payable in all events on the thirteenth anniversary of placement in service.

Section 6. Applicable Law.

This Agreement, and the application or interpretation hereof, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 7. Binding Agreement.

This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns. As long as the Developer is not in default under this Agreement, the obligation of the Company to pay the Development Amount shall not be affected by any change in the identity of the Managing Member of the Company.

Section 8. Headings.

All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

Section 9. Terminology.

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

For purposes of this Agreement, the following terms have the following meanings:

"Development Costs" means any and all costs and expenses necessary to (i) cause the rehabilitation of the Project to be completed, in a good and workmanlike manner, free and clear of all mechanics', materialmen's or similar liens, in accordance with the Plans and Specifications, (ii) equip the Project with all necessary and appropriate fixtures, equipment and articles of personal property (including, without limitation, refrigerators and ranges), (iii) obtain all required certificates of occupancy for the apartment units and other space in the Project, (iv) finance the rehabilitation of the Project and achieve Final Closing in accordance with the provisions of the Project Documents, (v) discharge all Company liabilities and obligations arising out of any casualty occurring prior to Final Closing generating insurance proceeds for the Company, (vi) fund any Company reserves required hereunder or under any of the Project Documents at or prior to Final Closing, (vii) repay and discharge the construction loan from

\_\_\_\_\_ ; and (viii) pay any other costs or expenses necessary to achieve the Completion Date and Final Closing.

**"Specified Proceeds"** means (i) the proceeds of all Project Loans, (ii) the net rental income, if any, generated by the Project prior to Final Closing which is permitted by the Project Lenders to be applied to the payment of Development Costs, (iii) the Capital Contributions of the Investor Member, (iv) the Capital Contributions of the Managing Member in the amounts set forth in of the Operating Agreement as of the Initial Closing, and (v) any insurance proceeds arising out of casualties occurring prior to Final Closing.

**Section 10. Benefit of Agreement.**

The obligations and undertakings of the Developer set forth in this Agreement are made for the benefit of the Company and its Members and shall not inure to the benefit of any creditor of the Company other than a Member, notwithstanding any pledge or assignment by the Company of this Agreement of any rights hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the date first written above.

**COMPANY:**

Orcutt TH 40 LLC,  
a Virginia limited liability company

By: Orcutt TH 40 Development Corporation,  
a Virginia stock corporation

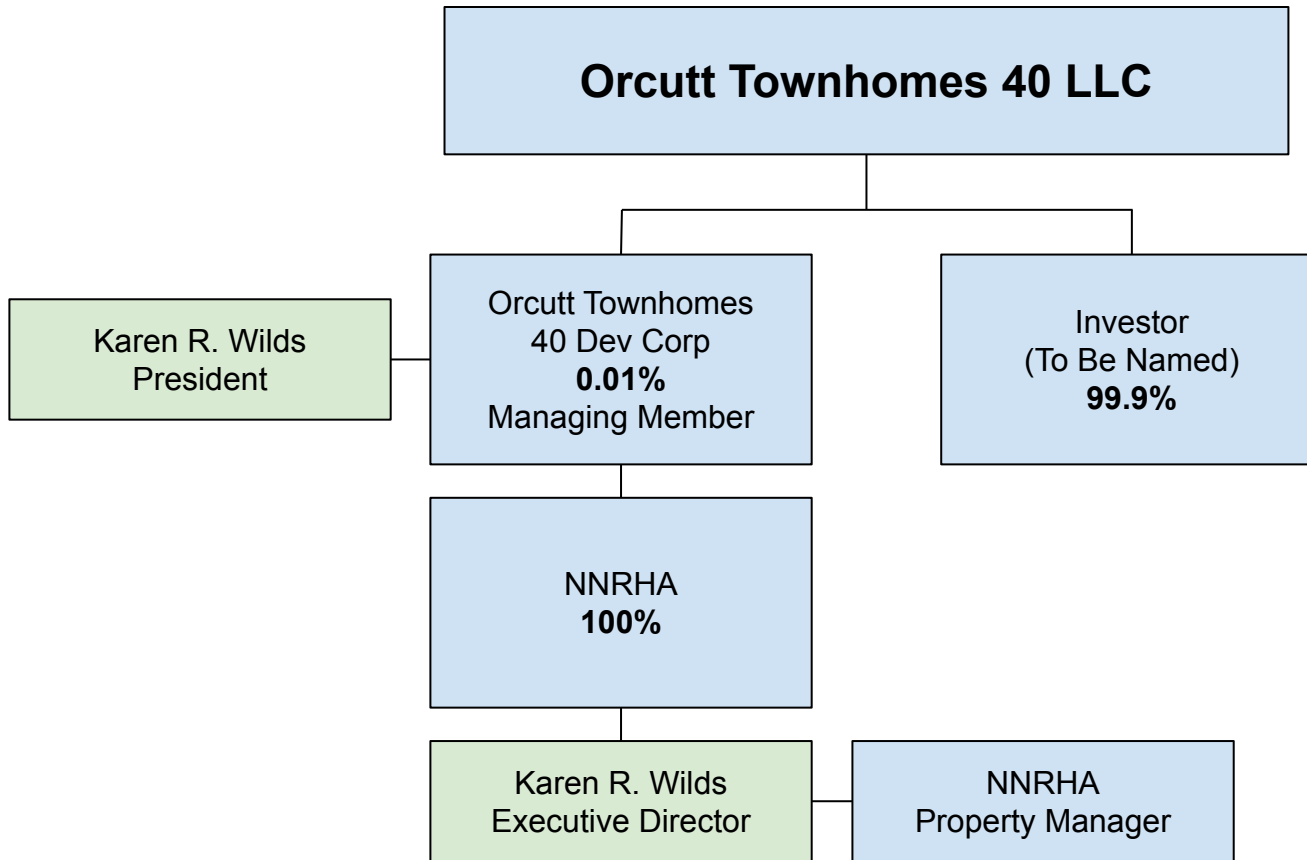
By: Karen R Wilds  
Karen R. Wilds  
President

**DEVELOPER:**

Newport News Redevelopment and Housing Authority,  
a Virginia body politic and corporate

By: Karen R Wilds  
Karen R. Wilds  
Executive Director

# ORCUTT TOWNHOMES 1 ORGANIZATION CHART 2/07/2022



# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, December 15, 2021

This is to certify that the certificate of organization of

### **Orcutt TH 40 LLC**

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business.

Effective date: December 15, 2021



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in cursive script, appearing to read "Bernard J. St. John".

Clerk of the Commission

# **Tab C:**

Principal's Previous Participation Certification  
(MANDATORY)



## Previous Participation Certification

Development Name:

Orcutt Townhomes 1 Project

Name of Applicant (entity):

Orcutt TH 40 LLC

I hereby certify that:

1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily rental property, no property has been foreclosed upon, in default or assigned to the mortgage insurer (governmental or private); nor has mortgage relief by the mortgagee been given;
3. During any time that any of the participants were principals in any multifamily rental property, there has not been any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership;
4. That at no time have any principals listed in this certification been required to turn in a property to the investor or have been removed from a multifamily rental property ownership structure;
5. That to the best of my knowledge, there are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the participants were principals;
6. During any time that any of the participants were principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for the property;
7. None of the participants has been convicted of a felony and is not presently, to my knowledge, the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less;
8. None of the participants has been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity; and

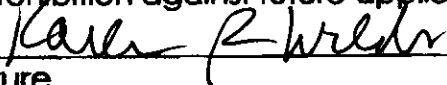


**Previous Participation Certification, cont'd**

9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the participants is a Virginia Housing employee or a member of the immediate household of any of its employees.
11. None of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.
14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

Statements above (if any) to which I cannot certify have been deleted by striking through the words. In the case of any such deletion, I have attached a true and accurate statement to explain the relevant facts and circumstances.

Failure to disclose information about properties which have been found to be out of compliance or any material misrepresentations are grounds for rejection of an application and prohibition against future applications.



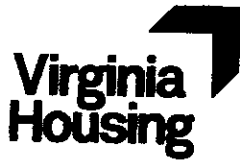
Signature

**Karen R. Wilds, Pres, Managing Mem**

Printed Name

**February 22, 2022**

Date (no more than 30 days prior to submission of the Application)



## Previous Participation Certification

Development Name:

Orcutt Townhomes 1 Project

Name of Applicant (entity):

Orcutt TH 40 LLC

Newport News Redevelopment and Housing Authority/Member

I hereby certify that:

1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily rental property, no property has been foreclosed upon, in default or assigned to the mortgage insurer (governmental or private); nor has mortgage relief by the mortgagee been given;
3. During any time that any of the participants were principals in any multifamily rental property, there has not been any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership;
4. That at no time have any principals listed in this certification been required to turn in a property to the investor or have been removed from a multifamily rental property ownership structure;
5. That to the best of my knowledge, there are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the participants were principals;
6. During any time that any of the participants were principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for the property;
7. None of the participants has been convicted of a felony and is not presently, to my knowledge, the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less;
8. None of the participants has been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity; and

**Previous Participation Certification, cont'd**

9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the participants is a Virginia Housing employee or a member of the immediate household of any of its employees.
11. None of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.
14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

Statements above (if any) to which I cannot certify have been deleted by striking through the words. In the case of any such deletion, I have attached a true and accurate statement to explain the relevant facts and circumstances.

Failure to disclose information about properties which have been found to be out of compliance or any material misrepresentations are grounds for rejection of an application and prohibition against future applications.



Signature

**Karen R. Wilds, Executive Director**

Printed Name

**February 22, 2022**

Date (no more than 30 days prior to submission of the Application)

# **Tab D:**

List of LIHTC Developments (Schedule A)  
(MANDATORY)

# List of LIHTC Developments (Schedule A)



Development Name: Orcutt Townhomes 1  
 Name of Applicant: Orcutt TH 40 LLC

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 A resume is required for each principal of the General Partnership or Limited Liability Company (LLC).
- 3 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 4 List only tax credit development experience since 2002 (i.e. for the past 15 years)
- 5 Use separate pages as needed, for each principal.

Principal's Name: Karen R. Wilds, President, Orcutt TH 40 Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 Development Corporation, Managing Member, Orcutt TH 40 LLC

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Ashe Manor	Orcutt Senior Housing LP	N	50	50	10/4/2004	9/7/2005	N
2	Newport News, VA	757 928 2620						
3								
4	Orcutt Townhomes 1	Orcutt Townhomes Phase 1 LP	N	40	40	10/22/2005	9/11/2006	N
5	Newport News, VA	757 928 2620						
6								
7	Great Oak Apts	Great Oaks Apartments LLC	N	143	141	12/1/2008	8/26/2009	N
8	Newport News, VA	757 928 2620						
9								
10	Orcutt Townhomes Phase 111	Orcutt Townhomes Phase 111 LP, 757 928 2620	N	30	30	5/12/2011	2/24/2012	N
11	Newport News, VA							
12								
13	Jefferson Brookville Apts	Lower Jefferson Ave LLC	N	50	50	8/1/2014	4/9/2015	N
14	Newport News, VA	757 925 2620						
15								
16	Cypress Terrace Apts	Cypress Terrace LLC	N	82	82	12/31/2016	6/25/2018	N
17	Newport News, VA	757 928 2620						
18								
19	Oyster Point-Brighton Apts	Oyster Point-Brighton LC	N	196	196	12/31/2016	6/25/2018	N
20	Newport News, VA	757 928 2620						
21								
22	Lassiter Courts Apts	Lassiter Courts LLC	N	100	100	12/31/2019	6/16/2021	N
23	Newport News, VA	757 928 2620						
24								
25	Spratley House Apts	Spratley House LLC	N	50	50	Under Const		
26	Newport News, VA	757 928 2620						
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40								

\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

# List of LIHTC Developments (Schedule A)



Development Name: Orcutt Townhomes 1  
 Name of Applicant: Orcutt TH 40 LLC

**INSTRUCTIONS:**

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 A resume is required for each principal of the General Partnership or Limited Liability Company (LLC).
- 3 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 4 List only tax credit development experience since 2002 (i.e. for the past 15 years)
- 5 Use separate pages as needed, for each principal.

Principal's Name: <u>Newport News Redevelopment and Housing Authority</u>		Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*				NO		
Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"	
1 Ashe Manor	Orcutt Senior Housing LP	N	50	50	10/4/2004	9/7/2005	N	
2 Newport News, VA	757 928 2620							
3								
4 Orcutt Townhomes 1	Orcutt Townhomes Phase 1 LP	N	40	40	10/22/2005	9/11/2006	N	
5 Newport News, VA	757 928 2620							
6								
7 Great Oak Apts	Great Oaks Apartments LLC	N	143	141	12/1/2008	8/26/2009	N	
8 Newport News, VA	757 928 2620							
9								
10 Orcutt Townhomes Phase 111	Orcutt Townhomes Phase 111 LP, 757 928 2620	N	30	30	5/12/2011	2/24/2012	N	
11 Newport News, VA								
12								
13 Jefferson Brookville Apts	Lower Jefferson Ave LLC	N	50	50	8/1/2014	4/9/2015	N	
14 Newport News, VA	757 925 2620							
15								
16 Cypress Terrace Apts	Cypress Terrace LLC	N	82	82	12/31/2016	6/25/2018	N	
17 Newport News, VA	757 928 2620							
18								
19 Oyster Point-Brighton Apts	Oyster Point-Brighton LC	N	196	196	12/31/2016	6/25/2018	N	
20 Newport News, VA	757 928 2620							
21								
22 Lassiter Courts Apts	Lassiter Courts LLC	N	100	100	12/31/2019	6/16/2021	N	
23 Newport News, VA	757 928 2620							
24								
25 Spratley House Apts	Spratley House LLC	N	50	50	Under Const			
26 Newport News, VA	757 928 2620							
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE  
 TOTAL: 741 739

LIHTC as % of  
 100% Total Units

# List of LIHTC Developments (Schedule A)



Development Name: Orcutt Townhomes 1  
 Name of Applicant: Orcutt TH 40 LLC

**INSTRUCTIONS:**

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 A resume is required for each principal of the General Partnership or Limited Liability Company (LLC).
- 3 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 4 List only tax credit development experience since 2002 (i.e. for the past 15 years)
- 5 Use separate pages as needed, for each principal.

Principal's Name: <u>Karen R Wilds</u>		Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*						
				NO				
Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"	
1 Ashe Manor	Orcutt Senior Housing LP	N	50	50	10/4/2004	9/7/2005	N	
2 Newport News, VA	757 928 2620							
3								
4 Orcutt Townhomes 1	Orcutt Townhomes Phase 1 LP	N	40	40	10/22/2005	9/11/2006	N	
5 Newport News, VA	757 928 2620							
6								
7 Great Oak Apts	Great Oaks Apartments LLC	N	143	141	12/1/2008	8/26/2009	N	
8 Newport News, VA	757 928 2620							
9								
10 Orcutt Townhomes Phase 111	Orcutt Townhomes Phase 111 LP, 757 928 2620	N	30	30	5/12/2011	2/24/2012	N	
11 Newport News, VA								
12								
13 Jefferson Brookville Apts	Lower Jefferson Ave LLC	N	50	50	8/1/2014	4/9/2015	N	
14 Newport News, VA	757 925 2620							
15								
16 Cypress Terrace Apts	Cypress Terrace LLC	N	82	82	12/31/2016	6/25/2018	N	
17 Newport News, VA	757 928 2620							
18								
19 Oyster Point-Brighton Apts	Oyster Point-Brighton LC	N	196	196	12/31/2016	6/25/2018	N	
20 Newport News, VA	757 928 2620							
21								
22 Lassiter Courts Apts	Lassiter Courts LLC	N	100	100	12/31/2019	6/16/2021	N	
23 Newport News, VA	757 928 2620							
24								
25 Spratley House Apts	Spratley House LLC	N	50	50	Under Const			
26 Newport News, VA	757 928 2620							
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE  
TOTAL:

741 739

LIHTC as % of  
100% Total Units

# **Tab E:**

Site Control Documentation & Most Recent Real  
Estate Tax Assessment (MANDATORY)



## OPTION TO LEASE

### Orcutt Townhomes 1

This Option to Lease (the "Agreement") is dated January 21, 2022, by and between NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY, a Virginia body politic and corporate, whose business address is 227 27<sup>th</sup> Street, Newport News, Virginia 23607 ("Landlord" or "NNRHA"), ORCUTT TOWNHOMES I, L.P., having an office at 227 27<sup>th</sup> Street, Newport News, Virginia 23607 ("Current Tenant"), and ORCUTT TH 40 LLC, a Virginia limited liability company having an office at 227 27<sup>th</sup> Street, Newport News, Virginia 23607 ("New Tenant") having an office at 227 27<sup>th</sup> Street, Newport News, Virginia 23607.

WHEREAS, Landlord holds fee simple title to certain real estate located in the City of Newport News, Virginia, as more particularly identified on Exhibit A, attached hereto and made a part hereof (the "Property");

WHEREAS, Landlord and Current Tenant are parties to that certain Ground Lease concerning the Property dated as of November 1, 2003, and recorded in the land records of the City of Newport News in Deed Book 1870, page 364 (the "Current Ground Lease");

WHEREAS, New Tenant desires to acquire and rehabilitate the improvements located on the Property (the "Project"), and in order to secure financing for the Project, New Tenant desires to obtain an allocation of federal low income housing tax credits ("Tax Credits") for the Project from Virginia Housing, also known as Virginia Housing Development Authority ("VHDA");

WHEREAS, Landlord and Current Tenant wish to grant Tenant an option to cause the termination of the Current Lease, acquire the existing improvements on the Property, and enter into a new ground lease for the Property (the "New Ground Lease") on the terms set forth herein, and New Tenant wishes to accept the option.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Option. Landlord, in consideration of \$100.00, which shall be non-refundable, paid by New Tenant to Landlord, receipt of which is hereby acknowledged, grants to New Tenant the exclusive right and option to lease the Property including all improvements thereon on the following terms and conditions (the "Lease Option"). Current Tenant, in consideration of \$100.00, which shall be non-refundable, paid by New Tenant to Current Tenant, receipt of which is hereby acknowledged, grants to New Tenant the right to acquire all of its rights in the improvements existing on the Property on the following terms and conditions (the "Building Option" and together with the Lease Option, the "Options"). The Option are irrevocable. New Tenant must exercise the Lease Option and Building Option concurrently.

2. Option Period. The term of the Options shall commence on the date first written above and continue until 5:00 p.m. on December 31, 2023 (the "Expiration Date"). In

the event that New Tenant does not exercise the Options by the Expiration Date, the Options will automatically terminate.

3. Exercise of Option. Tenant may exercise the Options by giving Landlord and Current Tenant written notice, signed by Tenant, on or before the Expiration Date.

4. Ground Lease. The New Ground Lease shall be for a term of 99 years. The base rent for the term of the New Ground Lease shall be in an amount equal to the greater of (a) the appraised fair market value of the Property as determined by an appraisal obtained by New Tenant or (b) the aggregate amount of the outstanding indebtedness secured by Current Tenant's leasehold interest in the Property ("Base Rent"), which amount shall be for both the lease of the land and the acquisition of the existing improvements (subject to Landlord's reversionary interest) and the parties shall allocate such amount between the land and improvements based on an appraisal obtained by New Tenant. Base Rent shall be payable in full upon execution of the Ground Lease, with an amount equal to the outstanding indebtedness secured by Current Tenant's leasehold interest in the Property paid in cash and the balance paid in cash or by promissory note payable to Landlord bearing interest at the applicable federal rate. The New Ground Lease will be "triple net" lease, with New Tenant being responsible for all costs of maintenance and operations. New Tenant shall be permitted to assign and encumber its leasehold interest under the New Ground Lease, in accordance with the terms of the New Ground Lease, as security for debt financing for the Project. The New Ground Lease shall contain such terms as may be customarily required by senior leasehold lenders such as Freddie Mac, Fannie Mae, Virginia Housing or HUD-FHA, and/or by low-income housing tax credit investors. Without limitation, the provisions required by HUD-FHA include an option for HUD to acquire fee simple title for fair market value after it has acquired Lessee's leasehold interest.

5. Closing. Closing will occur within 120 days following delivery of the notice exercising the Options. Closing will consist of (a) termination of the Current Ground Lease by Landlord and Current Tenant, (b) execution and delivery of the New Ground Lease by Landlord and New Tenant, (c) execution and delivery of a quitclaim deed from Current Tenant to New Tenant conveying all of Current Tenant's right, title and interest in the existing improvements on the Property, (d) payment of Base Rent by New Tenant and satisfaction of all indebtedness secured by Current Tenant's leasehold interest in the Property from the proceeds of the Base Rent, and (e) delivery of other customary closing documents. The Agreement shall not be recorded; however, the Ground Lease or a memorandum thereof is expected to be recorded or memorialized in the appropriate office of public records, in accordance with the laws of the Commonwealth of Virginia. All costs of transfer and such recordation will be borne by New Tenant.

6. Proof of Title. New Tenant may, at New Tenant's expense, obtain a title commitment for the issuance of a leasehold insurance policy for the Property. New Tenant shall deliver a copy of any such commitment to Landlord.

7. Notices. All notices provided for in this Agreement will be deemed to have been duly given if and when deposited in the United States mail with proper and sufficient

postage affixed, properly addressed to the party for whom intended at the party's address listed above, or when delivered by commercial overnight delivery service or personally to such party.

8. Binding Effect. This Agreement will be binding upon and inure only to the benefit of the parties to it and of any mutually-agreed successors and/or assigns.

9. Exclusivity. The Landlord shall not offer the Property for sale or lease, or otherwise market the Property, during the term of this Agreement.

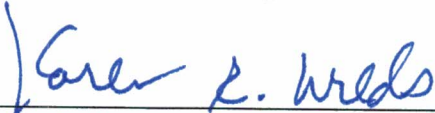
10. Assignment of Option. This Agreement is not freely assignable, provided that New Tenant may assign this Agreement to an affiliate of New Tenant without the consent of Landlord or Current Tenant.

[Signature Page Follows]

In witness whereof, Landlord and Tenant have executed this Option to Lease on the date first written above.

LANDLORD:

NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY,  
a Virginia body politic and corporate

By:   
Karen R. Wilds, Executive Director

CURRENT TENANT:

ORCUTT TOWNHOMES I, L.P.,  
a Virginia limited partnership

By: Orcutt Village Townhomes I Development Corporation,  
a Virginia corporation, its general partner

By: 


Name: KAREN R. WILDS

Title: Exec. Director, NNRHA, sole share holder  
Orcutt townhomes Development Corp.  
general partner

NEW TENANT:

ORCUTT TH 40 LLC  
a Virginia limited liability company

By: Orcutt TH 40 Development Corporation  
a Virginia corporation

By: 

Name: KAREN R. WILDS

Title: President Managing Member

## EXHIBIT A

### **Description of the Property**

ALL those certain lots, pieces or parcels of land, with the improvements thereon and the appurtenances thereto belonging, lying and being in the City of Newport News, Virginia, containing 3.385 acres, more or less, shown and designated as Lots 23A, 25A, 27A, 29A, 42A, 44A, 46A, 48A, and Parcels A and B, Block 235A and Lots 18A, 20A, 22A, 24A, 26A 28A, 45A, 47A, 49A, 51A, 53A, 55A and Parcels C and D, Block 253A, on a plat of survey made by Alfonso & Associates, Inc., dated March 2, 2005 and entitled "Resubdivision of Property of Newport News Redevelopment and Housing Authority, Part of Blocks 235A and 253A, Map of the Old Dominion Land Company", of record in Deed Book 1965 at page 1955 and to which plat reference is hereby made for a more particular description of the property.

BEING a portion of the same property conveyed to The Housing Authority of the City of Newport News, Virginia by the following deeds: (1) Deed from Aberdeen Heights, Inc., dated 11-5-40 and recorded 11-5-40, in the Clerk's Office, Circuit Court, City of Newport News, Virginia in Deed Book 171, page 480; (2) Deed from Celia Levinson and Max Levinson, her husband, dated 11-5-40 and recorded 11-5-40, in the Clerk's Office, Circuit Court, City of Newport News, Virginia in Deed Book 171, page 481; (3) Deed from C. B. Edwards and Evalina Edwards, his wife, dated 11-6-40 and recorded 11-6-40, in the Clerk's Office, Circuit Court, City of Newport News, Virginia in Deed Book 171, page 493; (4) Deed from B. West Tabb, sole surviving Executor of the Estate of Missouri P. Smith, deceased, dated 11-9-40 and recorded 11-9-40, in the Clerk's Office, Circuit Court, City of Newport News, Virginia in Deed Book 172, page 20; (5) Deed from R. F. Harris and Viola Covington Harris, his wife, dated 11-7-40 and recorded 11-9-40, in the Clerk's Office, Circuit Court, City of Newport News, Virginia in Deed Book 172, page 22; (6) Deed from Lula S. Armfield and John Edward Armfield, her husband, dated 12-11-40 and recorded 12-11-40, in the Clerk's Office, Circuit Court, City of Newport News, Virginia in Deed Book 173, page 113.



# City of Newport News

OFFICE OF THE REAL ESTATE ASSESSOR  
700 Town Center Drive, Suite 220  
Newport News, VA 23606  
Phone: 757-926-1926

## Property Assessment History - 300020576 1002 34TH ST

Tax Year	Land	Improvements	Total Assessment
2022	12,800	234,500	247,300
2021	10,200	203,900	214,100
2020	10,200	194,200	204,400
2019	10,200	194,200	204,400
2018	10,200	194,200	204,400
2017	10,200	194,200	204,400
2016	13,600	194,200	207,800
2015	17,000	204,400	221,400
2014	17,000	213,400	230,400
2013	22,000	219,400	241,400
2012	22,000	228,300	250,300
2011	22,000	237,300	259,300
2010	22,000	252,200	274,200
2009	22,000	252,200	274,200
2008	22,000	236,800	258,800
2007	11,000	236,800	247,800
2006	11,000	0	11,000



# City of Newport News

OFFICE OF THE REAL ESTATE ASSESSOR  
700 Town Center Drive, Suite 220  
Newport News, VA 23606  
Phone: 757-926-1926

## Property Assessment History - 300020562 1002 35TH ST

Tax Year	Land	Improvements	Total Assessment
2022	12,800	234,500	247,300
2021	10,200	203,900	214,100
2020	10,200	194,200	204,400
2019	10,200	194,200	204,400
2018	10,200	194,200	204,400
2017	10,200	194,200	204,400
2016	13,600	194,200	207,800
2015	17,000	204,400	221,400
2014	17,000	213,400	230,400
2013	22,000	219,400	241,400
2012	22,000	228,300	250,300
2011	22,000	237,300	259,300
2010	22,000	252,200	274,200
2009	22,000	252,200	274,200
2008	22,000	236,800	258,800
2007	11,000	236,800	247,800
2006	11,000	0	11,000



# City of Newport News

OFFICE OF THE REAL ESTATE ASSESSOR  
700 Town Center Drive, Suite 220  
Newport News, VA 23606  
Phone: 757-926-1926

## Property Assessment History - 300020564 1003 33RD ST

Tax Year	Land	Improvements	Total Assessment
2022	12,800	234,500	247,300
2021	10,200	203,900	214,100
2020	10,200	194,200	204,400
2019	10,200	194,200	204,400
2018	10,200	194,200	204,400
2017	10,200	194,200	204,400
2016	13,600	194,200	207,800
2015	17,000	204,400	221,400
2014	17,000	213,400	230,400
2013	22,000	219,400	241,400
2012	22,000	228,300	250,300
2011	22,000	237,300	259,300
2010	22,000	252,200	274,200
2009	22,000	252,200	274,200
2008	22,000	236,800	258,800
2007	11,000	236,800	247,800
2006	11,000	0	11,000





# City of Newport News

OFFICE OF THE REAL ESTATE ASSESSOR  
700 Town Center Drive, Suite 220  
Newport News, VA 23606  
Phone: 757-926-1926

## Property Assessment History - 300020554 1003 34TH ST

Tax Year	Land	Improvements	Total Assessment
2022	12,800	234,500	247,300
2021	10,200	203,900	214,100
2020	10,200	194,200	204,400
2019	10,200	194,200	204,400
2018	10,200	194,200	204,400
2017	10,200	194,200	204,400
2016	13,600	194,200	207,800
2015	17,000	204,400	221,400
2014	17,000	213,400	230,400
2013	22,000	219,400	241,400
2012	22,000	228,300	250,300
2011	22,000	237,300	259,300
2010	22,000	252,200	274,200
2009	22,000	252,200	274,200
2008	22,000	236,800	258,800
2007	11,000	236,800	247,800
2006	11,000	0	11,000



# City of Newport News

OFFICE OF THE REAL ESTATE ASSESSOR  
700 Town Center Drive, Suite 220  
Newport News, VA 23606  
Phone: 757-926-1926

## Property Assessment History - 300020575 1006 34TH ST

Tax Year	Land	Improvements	Total Assessment
2022	12,800	234,500	247,300
2021	10,200	203,900	214,100
2020	10,200	194,200	204,400
2019	10,200	194,200	204,400
2018	10,200	194,200	204,400
2017	10,200	194,200	204,400
2016	13,600	194,200	207,800
2015	17,000	204,400	221,400
2014	17,000	213,400	230,400
2013	22,000	219,400	241,400
2012	22,000	228,300	250,300
2011	22,000	237,300	259,300
2010	22,000	252,200	274,200
2009	22,000	252,200	274,200
2008	22,000	236,800	258,800
2007	11,000	236,800	247,800
2006	11,000	0	11,000



# City of Newport News

OFFICE OF THE REAL ESTATE ASSESSOR  
700 Town Center Drive, Suite 220  
Newport News, VA 23606  
Phone: 757-926-1926

## Property Assessment History - 300020561 1006 35TH ST

Tax Year	Land	Improvements	Total Assessment
2022	12,800	234,500	247,300
2021	10,200	203,900	214,100
2020	10,200	194,200	204,400
2019	10,200	194,200	204,400
2018	10,200	194,200	204,400
2017	10,200	194,200	204,400
2016	13,600	194,200	207,800
2015	17,000	204,400	221,400
2014	17,000	213,400	230,400
2013	22,000	219,400	241,400
2012	22,000	228,300	250,300
2011	22,000	237,300	259,300
2010	22,000	252,200	274,200
2009	22,000	252,200	274,200
2008	22,000	236,800	258,800
2007	11,000	236,800	247,800
2006	11,000	0	11,000



# City of Newport News

OFFICE OF THE REAL ESTATE ASSESSOR  
700 Town Center Drive, Suite 220  
Newport News, VA 23606  
Phone: 757-926-1926

## Property Assessment History - 300020565 1007 33RD ST

Tax Year	Land	Improvements	Total Assessment
2022	12,800	234,500	247,300
2021	10,200	203,900	214,100
2020	10,200	194,200	204,400
2019	10,200	194,200	204,400
2018	10,200	194,200	204,400
2017	10,200	194,200	204,400
2016	13,600	194,200	207,800
2015	17,000	204,400	221,400
2014	17,000	213,400	230,400
2013	22,000	219,400	241,400
2012	22,000	228,300	250,300
2011	22,000	237,300	259,300
2010	22,000	252,200	274,200
2009	22,000	252,200	274,200
2008	22,000	236,800	258,800
2007	11,000	236,800	247,800
2006	11,000	0	11,000



# City of Newport News

OFFICE OF THE REAL ESTATE ASSESSOR  
700 Town Center Drive, Suite 220  
Newport News, VA 23606  
Phone: 757-926-1926

## Property Assessment History - 300020555 1007 34TH ST

Tax Year	Land	Improvements	Total Assessment
2022	12,800	234,500	247,300
2021	10,200	203,900	214,100
2020	10,200	194,200	204,400
2019	10,200	194,200	204,400
2018	10,200	194,200	204,400
2017	10,200	194,200	204,400
2016	13,600	194,200	207,800
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2012	22,000	228,300	250,300
2011	22,000	237,300	259,300
2010	22,000	252,200	274,200
2009	22,000	252,200	274,200
2008	22,000	236,800	258,800
2007	11,000	236,800	247,800
2006	11,000	0	11,000



# City of Newport News

OFFICE OF THE REAL ESTATE ASSESSOR  
700 Town Center Drive, Suite 220  
Newport News, VA 23606  
Phone: 757-926-1926

## Property Assessment History - 300020574 1010 34TH ST

Tax Year	Land	Improvements	Total Assessment
2022	12,800	234,500	247,300
2021	10,200	203,900	214,100
2020	10,200	194,200	204,400
2019	10,200	194,200	204,400
2018	10,200	194,200	204,400
2017	10,200	194,200	204,400
2016	13,600	194,200	207,800
2015	17,000	204,400	221,400
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2012	22,000	228,300	250,300
2011	22,000	237,300	259,300
2010	22,000	252,200	274,200
2009	22,000	252,200	274,200
2008	22,000	236,800	258,800
2007	11,000	236,800	247,800
2006	11,000	0	11,000



# City of Newport News

OFFICE OF THE REAL ESTATE ASSESSOR  
700 Town Center Drive, Suite 220  
Newport News, VA 23606  
Phone: 757-926-1926

## Property Assessment History - 300020560 1010 35TH ST

Tax Year	Land	Improvements	Total Assessment
2022	12,800	234,500	247,300
2021	10,200	203,900	214,100
2020	10,200	194,200	204,400
2019	10,200	194,200	204,400
2018	10,200	194,200	204,400
2017	10,200	194,200	204,400
2016	13,600	194,200	207,800
2015	17,000	204,400	221,400
2014	17,000	213,400	230,400
2013	22,000	219,400	241,400
2012	22,000	228,300	250,300
2011	22,000	237,300	259,300
2010	22,000	252,200	274,200
2009	22,000	252,200	274,200
2008	22,000	236,800	258,800
2007	11,000	236,800	247,800
2006	11,000	0	11,000



# City of Newport News

OFFICE OF THE REAL ESTATE ASSESSOR  
700 Town Center Drive, Suite 220  
Newport News, VA 23606  
Phone: 757-926-1926

## Property Assessment History - 300020566 1011 33RD ST

Tax Year	Land	Improvements	Total Assessment
2022	12,800	234,500	247,300
2021	10,200	203,900	214,100
2020	10,200	194,200	204,400
2019	10,200	194,200	204,400
2018	10,200	194,200	204,400
2017	10,200	194,200	204,400
2016	13,600	194,200	207,800
2015	17,000	204,400	221,400
2014	17,000	213,400	230,400
2013	22,000	219,400	241,400
2012	22,000	228,300	250,300
2011	22,000	237,300	259,300
2010	22,000	252,200	274,200
2009	22,000	252,200	274,200
2008	22,000	236,800	258,800
2007	11,000	236,800	247,800
2006	11,000	0	11,000





# City of Newport News

OFFICE OF THE REAL ESTATE ASSESSOR  
700 Town Center Drive, Suite 220  
Newport News, VA 23606  
Phone: 757-926-1926

## Property Assessment History - 300020556 1011 34TH ST

Tax Year	Land	Improvements	Total Assessment
2022	12,800	234,500	247,300
2021	10,200	203,900	214,100
2020	10,200	194,200	204,400
2019	10,200	194,200	204,400
2018	10,200	194,200	204,400
2017	10,200	194,200	204,400
2016	13,600	194,200	207,800
2015	17,000	204,400	221,400
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2013	22,000	219,400	241,400
2012	22,000	228,300	250,300
2011	22,000	237,300	259,300
2010	22,000	252,200	274,200
2009	22,000	252,200	274,200
2008	22,000	236,800	258,800
2007	11,000	236,800	247,800
2006	11,000	0	11,000



# City of Newport News

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700 Town Center Drive, Suite 220  
Newport News, VA 23606  
Phone: 757-926-1926

## Property Assessment History - 300020573 1014 34TH ST

Tax Year	Land	Improvements	Total Assessment
2022	12,800	234,500	247,300
2021	10,200	203,900	214,100
2020	10,200	194,200	204,400
2019	10,200	194,200	204,400
2018	10,200	194,200	204,400
2017	10,200	194,200	204,400
2016	13,600	194,200	207,800
2015	17,000	204,400	221,400
2014	17,000	213,400	230,400
2013	22,000	219,400	241,400
2012	22,000	228,300	250,300
2011	22,000	237,300	259,300
2010	22,000	252,200	274,200
2009	22,000	252,200	274,200
2008	22,000	236,800	258,800
2007	11,000	236,800	247,800
2006	11,000	0	11,000



# City of Newport News

OFFICE OF THE REAL ESTATE ASSESSOR  
700 Town Center Drive, Suite 220  
Newport News, VA 23606  
Phone: 757-926-1926

## Property Assessment History - 300020559 1014 35TH ST

Tax Year	Land	Improvements	Total Assessment
2022	12,800	234,500	247,300
2021	10,200	203,900	214,100
2020	10,200	194,200	204,400
2019	10,200	194,200	204,400
2018	10,200	194,200	204,400
2017	10,200	194,200	204,400
2016	13,600	194,200	207,800
2015	17,000	204,400	221,400
2014	17,000	213,400	230,400
2013	22,000	219,400	241,400
2012	22,000	228,300	250,300
2011	22,000	237,300	259,300
2010	22,000	252,200	274,200
2009	22,000	252,200	274,200
2008	22,000	236,800	258,800
2007	11,000	236,800	247,800
2006	11,000	0	11,000



# City of Newport News

OFFICE OF THE REAL ESTATE ASSESSOR  
700 Town Center Drive, Suite 220  
Newport News, VA 23606  
Phone: 757-926-1926

## Property Assessment History - 300020567 1015 33RD ST

Tax Year	Land	Improvements	Total Assessment
2022	12,800	234,500	247,300
2021	10,200	203,900	214,100
2020	10,200	194,200	204,400
2019	10,200	194,200	204,400
2018	10,200	194,200	204,400
2017	10,200	194,200	204,400
2016	13,600	194,200	207,800
2015	17,000	204,400	221,400
2014	17,000	213,400	230,400
2013	22,000	219,400	241,400
2012	22,000	228,300	250,300
2011	22,000	237,300	259,300
2010	22,000	252,200	274,200
2009	22,000	252,200	274,200
2008	22,000	236,800	258,800
2007	11,000	236,800	247,800
2006	11,000	0	11,000



# City of Newport News

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700 Town Center Drive, Suite 220  
Newport News, VA 23606  
Phone: 757-926-1926

## Property Assessment History - 300020557 1015 34TH ST

Tax Year	Land	Improvements	Total Assessment
2022	13,500	234,500	248,000
2021	10,800	203,900	214,700
2020	10,800	194,200	205,000
2019	10,800	194,200	205,000
2018	10,800	194,200	205,000
2017	10,800	194,200	205,000
2016	14,400	194,200	208,600
2015	18,000	204,400	222,400
2014	18,000	213,400	231,400
2013	23,000	219,400	242,400
2012	23,000	228,300	251,300
2011	23,000	237,300	260,300
2010	23,000	252,200	275,200
2009	23,000	252,200	275,200
2008	23,000	236,800	259,800
2007	11,500	236,800	248,300
2006	11,500	0	11,500



# City of Newport News

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700 Town Center Drive, Suite 220  
Newport News, VA 23606  
Phone: 757-926-1926

## Property Assessment History - 300020572 1018 34TH ST

Tax Year	Land	Improvements	Total Assessment
2022	12,800	234,500	247,300
2021	10,200	203,900	214,100
2020	10,200	194,200	204,400
2019	10,200	194,200	204,400
2018	10,200	194,200	204,400
2017	10,200	194,200	204,400
2016	13,600	194,200	207,800
2015	17,000	204,400	221,400
2014	17,000	213,400	230,400
2013	22,000	219,400	241,400
2012	22,000	228,300	250,300
2011	22,000	237,300	259,300
2010	22,000	252,200	274,200
2009	22,000	252,200	274,200
2008	22,000	236,800	258,800
2007	11,000	236,800	247,800
2006	11,000	0	11,000



# City of Newport News

OFFICE OF THE REAL ESTATE ASSESSOR  
700 Town Center Drive, Suite 220  
Newport News, VA 23606  
Phone: 757-926-1926

## Property Assessment History - 300020568 1019 33RD ST

Tax Year	Land	Improvements	Total Assessment
2022	12,800	234,500	247,300
2021	10,200	203,900	214,100
2020	10,200	194,200	204,400
2019	10,200	194,200	204,400
2018	10,200	194,200	204,400
2017	10,200	194,200	204,400
2016	13,600	194,200	207,800
2015	17,000	204,400	221,400
2014	17,000	213,400	230,400
2013	22,000	219,400	241,400
2012	22,000	228,300	250,300
2011	22,000	237,300	259,300
2010	22,000	252,200	274,200
2009	22,000	252,200	274,200
2008	22,000	236,800	258,800
2007	11,000	236,800	247,800
2006	11,000	0	11,000



# City of Newport News

OFFICE OF THE REAL ESTATE ASSESSOR  
700 Town Center Drive, Suite 220  
Newport News, VA 23606  
Phone: 757-926-1926

## Property Assessment History - 300020571 1022 34TH ST

Tax Year	Land	Improvements	Total Assessment
2022	13,500	234,500	248,000
2021	10,800	203,900	214,700
2020	10,800	194,200	205,000
2019	10,800	194,200	205,000
2018	10,800	194,200	205,000
2017	10,800	194,200	205,000
2016	14,400	194,200	208,600
2015	18,000	204,400	222,400
2014	18,000	213,400	231,400
2013	23,000	219,400	242,400
2012	23,000	228,300	251,300
2011	23,000	237,300	260,300
2010	23,000	252,200	275,200
2009	23,000	252,200	275,200
2008	23,000	236,800	259,800
2007	11,500	236,800	248,300
2006	11,500	0	11,500





# City of Newport News

OFFICE OF THE REAL ESTATE ASSESSOR  
700 Town Center Drive, Suite 220  
Newport News, VA 23606  
Phone: 757-926-1926

## Property Assessment History - 300020569 1023 33RD ST

Tax Year	Land	Improvements	Total Assessment
2022	13,500	234,500	248,000
2021	10,800	203,900	214,700
2020	10,800	194,200	205,000
2019	10,800	194,200	205,000
2018	10,800	194,200	205,000
2017	10,800	194,200	205,000
2016	14,400	194,200	208,600
2015	18,000	204,400	222,400
2014	18,000	213,400	231,400
2013	23,000	219,400	242,400
2012	23,000	228,300	251,300
2011	23,000	237,300	260,300
2010	23,000	252,200	275,200
2009	23,000	252,200	275,200
2008	23,000	236,800	259,800
2007	11,500	236,800	248,300
2006	11,500	0	11,500

# **Tab F:**

RESNET Rater Certification (MANDATORY)



Appendix F  
RESNET Rater Certification of Development Plans

I certify that the development's plans and specifications incorporate all items for the required baseline energy performance as indicated in Virginia's Qualified Allocation Plan (QAP).

In the event the plans and specifications do not include requirements to meet the QAP baseline energy performance, then those requirements still must be met, even though the application is accepted for credits.

\*\*\*Please note that this may cause the Application to be ineligible for credits. The Requirements apply to any new, adaptive reuse or rehabilitated development (including those serving elderly and/or physically disabled households).

**In addition provide HERS rating documentation as specified in the manual**

**New Construction - EnergyStar Certification**  
The development's design meets the criteria for the EnergyStar certification.  
Rater understands that before issuance of IRS Form 8609, applicant will obtain and provide EnergyStar Certification to Virginia Housing.

**Rehabilitation -30% performance increase over existing, based on HERS Index**  
**Or Must evidence a HERS Index of 80 or better**  
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

**Adaptive Reuse - Must evidence a HERS Index of 95 or better.**  
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

**Additional Optional Certifications**

I certify that the development's plans and specifications incorporate all items for the certification as indicated below, and I am a certified verifier of said certification. In the event the plans and specifications do not include requirements to obtain the certification, then those requirements still must be met, even though the application is accepted for credits. Rater understands that before issuance of IRS Form 8609, applicant will obtain and provide Certification to Virginia Housing.


**Earthcraft Certification** - The development's design meets the criteria to obtain EarthCraft Multifamily program Gold certification or higher

**LEED Certification** - The development's design meets the criteria for the U.S. Green Building Council LEED green building certification.

**National Green Building Standard (NGBS)** - The development's design meets the criteria for meeting the NGBS Silver or higher standards to obtain certification

**Enterprise Green Communities** - The developmen's design meets the criteria for meeting meeting the requirements as stated in the Enterprise Green Communities Criteria for this developments construction type to obtain certification.

**\*\*\*Please Note Raters must have completed 500+ ratings in order to certify this form**

Signed: 

Date: 2/18/22

Printed Name: Sean Shanley

RESNET Rater

Resnet Provider Agency  
Viridiant

Signature 

Provider Contact and Phone/Email (804) 212-1934, sean.shanley@viridiant.org



**Project Name:** Orcutt Townhomes I  
**Construction Type:** Renovation  
**Energy Efficiency Path:** HERS 80 or better

Unit Type	Quantity	HERS
3br Townhome	40	74
<b>Projected Project HERS - Weighted Average</b>		<b>74</b>

## Orcutt Townhomes 2022 LIHTC Pre-Review Comments

### Project Summary

Orcutt Townhomes is a renovation townhome development, comprised of 40 units across 20 buildings located in Newport News, VA. Newport News Redevelopment & Housing Authority plans to construct the project utilizing 9% LIHTC funding. As part of the application the project is seeking certification under the HERS 80 program.

### Unit-Level Energy Modeling

Unit-level models were generated using Ekotrope 4.0.1 based on the proposed scope and project plans dated February 4<sup>th</sup>, 2022. With the current scope of work, the worst case unit in the development is obtaining a **HERS 74**, meeting the HERS target of 80.

### **Enclosure:**

- R-10 existing insulated slab edge – 2' perimeter insulated under slab
- R-13 GIII existing batt insulation in exterior walls
- R-22 GIII Mineral wool batt in adiabatic walls
- 0.32 U value for entry doors
- 0.30 U value / 0.40 SHGC ENERGY STAR rated windows
- R-49 GII fiberglass natt insulation in attic

### **Mechanicals:**

- 15.25 SEER 8.5 HSPF split system heat pumps
- 50 gallon gas water heater .62 UEF
- 9 ACH<sub>50</sub> for infiltration threshold/blower door test
- 12% duct leakage to the outside, 20% total duct leakage based on ENERGY STAR requirements
- Ductwork insulated to R-4 in conditioned space on lower level and in unconditioned attic on upper levels
- No mechanical outside air system

### **Lights & Appliances:**

- ES rated kitchen appliances
  - 615 kWh refrigerator
  - 270 kWh dishwasher
  - Washer/dryer hookups provided

Orcutt Townhomes I  
February 14<sup>th</sup>, 2022



- Advanced lighting 100% LED lighting

Please let me know if you have any questions or if the above information does not accurately capture your current scope, happy to make adjustments wherever necessary.

Sincerely,

Katy Maher  
*Multifamily Project Manager, Viridiant*

# **Tab G:**

Zoning Certification Letter (MANDATORY)



# Zoning Certification

DATE:

TO: Virginia Housing  
Attention: JD Bondurant  
601 South Belvidere Street  
Richmond, Virginia 23220

RE: ZONING CERTIFICATION

Name of Development: Orcutt Townhomes 1

Name of Owner/Applicant: Orcutt TH 40 LLC

Name of Seller/Current Owner: Orcutt Townhomes 1 LLC

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming proper zoning for the site of the Development. It is understood that this letter will be used by the Virginia Housing Development Authority solely for the purpose of determining whether the Development qualifies for points available under VHDA's Qualified Allocation Plan for housing tax credits.

### DEVELOPMENT DESCRIPTION:

Development Address: 900 36th Street, Newport News

Unit Addresses 1003-1025 33rd Street, 1002-1024 and 1003-1017 34th Street, 1002-1016 35th Street Newport News, VA, 23607

Legal Description: See Attached property description

### Proposed Improvements:

<input type="checkbox"/> New Construction:	<u> </u>	# Units	<u> </u>	# Buildings	<u> </u>	Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	<u> </u>	# Units	<u> </u>	# Buildings	<u> </u>	Total Floor Area Sq. Ft.
<input checked="" type="checkbox"/> Rehabilitation:	<u>40</u>	# Units	<u>20</u>	# Buildings	<u> </u>	Total Floor Area Sq. Ft.





### Zoning Certification, cont'd

Current Zoning: R8, High Density Multi-Family Dwelling District allowing a density of 34 Dwelling units per acre, and the following other applicable conditions: \_\_\_\_\_

Other Descriptive Information:  
\_\_\_\_\_  
\_\_\_\_\_

### LOCAL CERTIFICATION:

Check one of the following as appropriate:

- The zoning for the proposed development described above is proper for the proposed residential development. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required.
- The development described above is an approved non-conforming use. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required.

  
Signature

Nyoka C. Hall  
Printed Name

Zoning Administrator  
Title of Local Official or Civil Engineer

757-926-8889  
Phone:

02/16/2022  
Date:

### NOTES TO LOCALITY:

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please call the Tax Credit Allocation Department at (804) 343-5518.

## EXHIBIT A

### **Description of the Property**

ALL those certain lots, pieces or parcels of land, with the improvements thereon and the appurtenances thereto belonging, lying and being in the City of Newport News, Virginia, containing 3.385 acres, more or less, shown and designated as Lots 23A, 25A, 27A, 29A, 42A, 44A, 46A, 48A, and Parcels A and B, Block 235A and Lots 18A, 20A, 22A, 24A, 26A 28A, 45A, 47A, 49A, 51A, 53A, 55A and Parcels C and D, Block 253A, on a plat of survey made by Alfonso & Associates, Inc., dated March 2, 2005 and entitled "Resubdivision of Property of Newport News Redevelopment and Housing Authority, Part of Blocks 235A and 253A, Map of the Old Dominion Land Company", of record in Deed Book 1965 at page 1955 and to which plat reference is hereby made for a more particular description of the property.

BEING a portion of the same property conveyed to The Housing Authority of the City of Newport News, Virginia by the following deeds: (1) Deed from Aberdeen Heights, Inc., dated 11-5-40 and recorded 11-5-40, in the Clerk's Office, Circuit Court, City of Newport News, Virginia in Deed Book 171, page 480; (2) Deed from Celia Levinson and Max Levinson, her husband, dated 11-5-40 and recorded 11-5-40, in the Clerk's Office, Circuit Court, City of Newport News, Virginia in Deed Book 171, page 481; (3) Deed from C. B. Edwards and Evalina Edwards, his wife, dated 11-6-40 and recorded 11-6-40, in the Clerk's Office, Circuit Court, City of Newport News, Virginia in Deed Book 171, page 493; (4) Deed from B. West Tabb, sole surviving Executor of the Estate of Missouri P. Smith, deceased, dated 11-9-40 and recorded 11-9-40, in the Clerk's Office, Circuit Court, City of Newport News, Virginia in Deed Book 172, page 20; (5) Deed from R. F. Harris and Viola Covington Harris, his wife, dated 11-7-40 and recorded 11-9-40, in the Clerk's Office, Circuit Court, City of Newport News, Virginia in Deed Book 172, page 22; (6) Deed from Lula S. Armfield and John Edward Armfield, her husband, dated 12-11-40 and recorded 12-11-40, in the Clerk's Office, Circuit Court, City of Newport News, Virginia in Deed Book 173, page 113.

# **Tab H:**

Attorney's Opinion (MANDATORY)

NAME  
PHONE NUMBER  
EMAIL ADDRESS

March 10, 2022

TO: Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, Virginia 23220-6500

RE: 2022 Tax Credit Reservation Request

Name of Development: Orcutt Townhomes 1  
Name of Owner: Orcutt TH 40 LLC

Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 10, 2022 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

Based upon the foregoing reviews and upon due investigation of such matters as it deems necessary in order to render this opinion, but without expressing any opinion as to either the reasonableness of the estimated or projected figures or the veracity or accuracy of the factual representations set forth in the Application, the undersigned is of the opinion that:

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

ATTORNEY'S OPINION LETTER, continued

6. It is more likely than not that the representations made under the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("VHDA") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by VHDA and may not be relied upon by any other party for any other purpose.

**This opinion was not prepared in accordance with the requirements of Treasury Department Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding U.S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.**

Klein Hornig LLP

Firm Name

By:



Its: Partner

(Title)

NAME  
PHONE NUMBER  
EMAIL ADDRESS

~~DATE (Must be on or after the application date below)~~

March 10, 2022

TO:

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Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 10, 2022 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

Based upon the foregoing reviews and upon due investigation of such matters as it deems necessary in order to render this opinion, but without expressing any opinion as to either the reasonableness of the estimated or projected figures or the veracity or accuracy of the factual representations set forth in the Application, the undersigned is of the opinion that:

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents





satisfies all applicable requirements of the Code and Regulations.

5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

NAME  
PHONE NUMBER  
EMAIL ADDRESS

ATTORNEY'S OPINION LETTER, continued

~~6. [Delete if inapplicable] The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.~~

~~7. [Delete if inapplicable] The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.~~

6. ~~8. [Delete if inapplicable]~~ It is more likely than not that the representations made under the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are ~~correct~~.

~~9. [Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code 42(d)(2)(B) are not correct.~~

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("VHDA") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by VHDA and may not be relied upon by any other party for any other purpose.

**This opinion was not prepared in accordance with the requirements of Treasury Department Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding U.S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.**

Klein Hornig LLP

Firm Name

By: \_\_\_\_\_

Its: Partner \_\_\_\_\_

(Title)

Document comparison by Workshare 10.0 on Wednesday, March 9, 2022  
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Document 2 ID	file:///C:/Users/kprice/OneDrive - Klein Hornig LLP/final OTH1 VHDA APP KH Attorneys Opinion Letter for Application(683049.2).docx
Description	final OTH1 VHDA APP KH Attorneys Opinion Letter for Application(683049.2)
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**Klein Hornig** LLP  
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Washington, DC 20005  
T 202.926.3400  
F 202.926.3401

NAME  
PHONE NUMBER  
EMAIL ADDRESS

Total changes	17
---------------	----

# Not Applicable

## Tab I:

### Nonprofit Questionnaire (MANDATORY for points or pool)

NOTE: The following documents need not be submitted unless requested by Virginia Housing:

- Nonprofit Articles of Incorporation
- IRS Documentation of Nonprofit Status
- Joint Venture Agreement (if applicable)
- For-profit Consulting Agreement (if applicable)

# **Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

Relocation Plan  
Rehabilitation of Orcutt Townhomes 1 Project  
Request for LIHTC Set-Aside  
Newport News Redevelopment and Housing Authority  
March 2022

The following is the Newport News Redevelopment and Housing Authority's (NNRHA) plan for the temporary displacement/relocation of residents from the Orcutt Townhomes 1 Project to facilitate extensive interior and exterior renovations on these affordable 3 bedroom 2 bath townhome units. This plan is being submitted to Virginia Housing (VH) in conjunction with NNRHA's and Orcutt TH 40 LLC's request for a set aside of tax credits to VH in 2022, in concert with NNRHA's intention to convert this existing public housing project to the Section 8 Program via the Department of Housing and Urban Development's Rental Assistance Demonstration Program (RAD).

Receipt of a tax credit set aside for this project is an essential component in the capitalization of the renovation and proposed RAD conversion of this forty (40) unit public housing project. This plan coincides with VH's Relocation Assistance Guidelines, related regulations set forth under the Uniform Relocation Assistance Act of 1970 (URA) and related HUD PIH notices and similar requirements for HUD's RAD program.

NNRHA, as Developer of this undertaking and management agent of this property, will oversee all aspects of this revitalization, including relocation, in accordance with the aforementioned regulations. Orcutt Townhomes 1 will be the seventh RAD conversion of existing public housing projects in the City of Newport News. Five of the previous 6 successful RAD conversions involved the temporary displacement (less than 12 months) of all project residents to enable extensive renovations to be undertaken. This new effort will parallel the manner in which these previous projects were revitalized via RAD.

Although detailed planning will follow receipt of tax credits, renovations necessitating the temporary displacement of residents include complete interior upgrades of all units such as new kitchens and baths, new flooring, painting, doors and lighting. All HVACs will be replaced along with new windows, roofs, siding, exterior doors and grading throughout the site.

A HUD CHAP contract (Commitment to Enter Into a Section 8 Housing Assistance Payments Contract) related to the anticipated RAD conversion, has been received. In keeping with applicable requirements extensive dialogue with project residents has been initiated. In addition to two resident meetings, a RAD Resident Information Notice (RIN) and a RAD General Information Notice (GIN), copies attached, have been forwarded to all Orcutt Townhomes 1 residents. Such notices described the RAD program and tentative project timetable, and pointed out that extensive renovations would likely require the displacement of residents for up to 12 months, and that any displacement would be undertaken in strict accordance with applicable guidelines.

During the RAD planning process, NNRHA staff work closely with residents to identify/update housing needs, keep them abreast of project activities, provide advice and respond to questions regarding resident rights under the LIHTC, RAD and URA programs and Virginia Housing relocation guidelines.

Development and management team members responsible for project activities including relocation are:

- Developer: Newport News Redevelopment and Housing Authority  
227 27<sup>th</sup> Street, Newport News, VA 23607
- Owner: Orcutt TH 40 LLC; managing member, Orcutt TH 40 Development Corporation, President, Karen R. Wilds
- Management  
Agent: Newport News Redevelopment and Housing Authority  
Contacts: Ms. Aviance Butler-Property Manager 757 928 6187  
Ms. Nicole Jones – Occupancy Manager 757 928 6077  
Mr. Carl Williamson – Director of Housing 757 928 2620

Subject to receipt of tax credits and HUD approval of the RAD conversion, it is anticipated that RAD closing and conversion will occur in early 2023. In the interim, residents will be updated via meetings and written communications. Prior to closing, a minimum thirty (30) day notice will be sent to residents regarding move-out from their units post-closing.

After all apartments are vacated renovations will commence and be completed in approximately 10 months barring unforeseen issues. Subject to discussions between NNRHA, its architect and the contractor (to be selected) it is expected that renovation of units will be phased possibly based on the optimum number of units from a construction standpoint and the location of units in the two blocks making up this project. Thus, completion of units will be phased with the possibility that some internal movement/relocation of residents may be possible.

Liaison with residents will continue throughout the construction process while residents are temporarily housed. This will include be the timely dissemination of RAD notices and a thirty (30) day move-back notice required by HUD. Displaced residents will return to the project within twelve (12) months of move-out from the property and have the right to return to the complex per RAD regulations.

Residents returning to these deep subsidy units after renovations will continue to receive a monthly HUD subsidy and pay 30% of their income similar to their rental payments prior to conversion as long as their family composition has not changed. Rental policies at the property coordinated by NNRHA management staff will parallel such policies prior to conversion.

Similar to previous RAD/LIHTC projects, residents temporarily displaced will be housed throughout the community in units consistent with each family's housing needs and other characteristics. It is expected that some displaces will temporarily be housed in available other



public housing, in other affordable housing in the community and in private multifamily projects if necessary.

NNRHA will be responsible for the costs of moving residents, providing packing assistance if needed and for related costs which typically include outlays for move-out and move-back costs, contractor moving costs, utility and internet connections and reconnections and reimbursement for incidental moving costs based on receipts and supporting documentation. NNRHA, where required, will also be responsible for any differential in the cost of rent for temporary housing in excess of the resident's normal monthly rent.

In addition:

- Resident monthly rent payments after renovations will not change assuming resident income and family composition remain unchanged.
- NNRHA advisory and counseling services will be available to residents before and during renovations and will be expanded to assist residents temporarily displaced during renovations. Such services will be tailored to meet specific needs such as those required for the elderly and for families and individuals with language or reading difficulties.
- Transportation assistance will be provided to displacees if needed to inspect prospective replacement housing.
- Moving cost schedule: The following breakdown reflects an approximation of costs/payments (paid to contracted moving companies) related to Orcutt Townhomes Project relocation activities.

Resident moves (2): Three bedroom units - \$660 to \$960

Utility/Cable transfer reimbursements based on receipts:

VA. Dominion Power	\$15.00		
VA. Natural Gas	30.00		
Cox telephone transfer	50.00	Verizon transfer	\$70.00
Cox telephone and cable	95.00	Verizon telephone only	66.00
DSL telephone and cable	40.00		

- This relocation plan will be displayed in the current Orcutt Townhomes 1 Rental office located at 900 36<sup>th</sup> Street.
- All resident relocation documentation related to the Orcutt Townhomes Conversion and revitalization and notices (i.e. agreements, invoice receipts, and cancelled checks, etc.) will be included in individual resident files.

NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY  
P.O. BOX 797  
NEWPORT NEWS, VA 23607  
757-928-2620

RENTAL ASSISTANCE DEMONSTRATION PROGRAM (RAD)  
RESIDENT INFORMATION NOTICE (RIN)

October 4, 2021

RE: Orcutt Townhomes I

Dear [Resident Name]:

You are invited to a resident meeting during which staff members of the Newport News Redevelopment and Housing will review a proposed plan whereby the Orcutt I Townhomes Project will be converted from the public housing program to the Section 8 rental assistance program. This proposed initiative will be undertaken under the U.S. Department of Housing and Urban Development (HUD) Rental Assistance Demonstration (RAD). You are invited to attend one or both of the following meetings:

- Thursday, October 7, 2021 at 10:30am at the Ashe Manor Community Room
- Thursday, October 7, 2021 at 2:00pm Virtual Meeting -  
[https://www.google.com/url?q=https://us02web.zoom.us/j/82722498038?pwd%3D WGVEZ21ONjBUMDRiSFpwL215eEkyUT09&sa=D&source=calendar&ust=1633269993174537&usg=AOvVaw3D5yAmrIFN\\_JouBcE4Oy1k](https://www.google.com/url?q=https://us02web.zoom.us/j/82722498038?pwd%3D WGVEZ21ONjBUMDRiSFpwL215eEkyUT09&sa=D&source=calendar&ust=1633269993174537&usg=AOvVaw3D5yAmrIFN_JouBcE4Oy1k)

RAD is a voluntary program administered by HUD. Under RAD, HUD changes the way it provides rental assistance to the property from public housing to a long-term Section 8 assistance contract. The Section 8 program would make it easier for the project to access money to repair and improve the property, either now or in the future.

**This letter describes your rights under RAD and explains how a RAD conversion might affect you.**  
**Whether we participate in RAD or not, you will still get rental assistance.**

Your Right to Information

At this early development stage, "Attachment #1," generally describes the type of renovations that will be undertaken if we are accepted into the RAD program. At the meeting, we will describe the RAD program and our current ideas in more detail. If we are approved by HUD, we will have at least one additional meeting with you about our

plans. You have the right to hear about major changes in the plans for the project, and we will invite you to additional meetings if key features of the plans change. You also have a right to organize and to form a resident organization to serve as your voice and to help you become well informed about the RAD plans.

#### Your Right to Rental Assistance

Our decision to participate in RAD does not affect your rental assistance eligibility. You are not subject to new eligibility screening. If we satisfy all HUD requirements and the property is placed under a Section 8 Housing Assistance Payment (HAP) contract, you have a right to ongoing rental assistance as long as you comply with the requirements of your lease. In most cases, your rent will not change with the conversion from public housing to Section 8. In the rare event that your rent calculation would change (most commonly, when you are paying a "ceiling rent"), the increase would be phased in over time.

#### Your Right to Return

You have a right to return to an assisted unit once any construction work is done unless **you choose** to move somewhere else. If you believe the plans prevent you from exercising your right to return, you have the right to object to the plans. RAD program rules require us to make sure that anyone who wants to return can do so.

#### Your Right to Relocation Assistance

If HUD approval is received on our proposed initiative, subject to more detailed planning, we may need to relocate you from your unit temporarily in order to undertake required renovations. Since we are at the beginning of the planning process for the RAD conversion, we don't yet know whether you will need to move. You **do not** need to move now.

If temporary relocation is required, you will be entitled to certain relocation protections under the RAD rules, including, in all cases, advance written notice and detailed information about the move. The other specific relocation protections depend on the situation, but may include advisory services, moving assistance, payments and other assistance.

In some cases, you have additional rights under other Federal laws, such as the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, often referred to as the "Uniform Relocation Act." NNRHA will also be sending you a "General Information Notice" (referred to as a "GIN") to you in the next few days to ensure that we are in compliance with the Uniform Relocation Act notification requirements.

#### Don't Put Your Rights at Risk!

You are always welcome to move based on your household's needs and personal goals. However, if the RAD effort will require relocation and you choose to move from the



**Attachment #1**  
**Current Plans for the Property**

Note: These plans may change as we do more research. As we improve the plans, we will consider the following: your opinions; an independent professional's analysis of what needs to be repaired at the property; the cost to maintain the property for the long-term; and the financing we may be able to get.

NNRHA does not anticipate any transfer of assistance with the conversion or new construction. NNRHA will also coordinate the development that, subject to applicable approvals, will take up to 24 months to complete including a construction period of approximately 12 to 14 months following conversion. This process will include submission of requests to various public entities for financing and for a set-aside of LIHTC tax credits that will be essential to proceeding with renovations. Such action will possibly require formation of new development entities in accordance with VHDA/LIHTC requirements.

In accordance the requirements of the RAD Program, subject to local and federal approvals to proceed with a possible conversion of the Orcutt I Townhomes Project, third party studies of the project will be undertaken. These analyses will enable NNRHA to develop a scope of work to upgrade the property following conversion. It is anticipated these improvements will, at this early planning stage, include replacement of roofs, windows and doors, HVAC and site work, and interior enhancements such as upgraded kitchens and baths, flooring, wall repair and repainting.

**Attachment #2**  
**Frequently Asked Questions**  
**about RAD Conversions**

**Will a RAD conversion affect my housing assistance?**

You will not lose your housing assistance and you will not be subject to eligibility re-screening as a result of the RAD conversion. You can remain in your unit regardless of your current income. However, your PHA will continue to follow its annual and interim re-examination processes, including re-examination of your income to adjust your rent. These requirements will be in your lease.

In a RAD conversion, your housing assistance will change from being public housing assistance to being Section 8 housing assistance under either the Project Based Voucher (PBV) program or the Project Based Rental Assistance (PBRA) program. The PHA chooses whether to convert the unit to PBV or PBRA.

**Will a RAD conversion affect my rent?**

Most residents will not have a rent increase as a result of a RAD conversion. However, if you are paying a flat rent in public housing, you will most likely have to pay more in rent over time. If your rent changes by more than 10% and requires you to pay more than \$25 per month in additional rent, your new rent will be phased in. If the increase in your rent is less than 10% or \$25 per month, the change in rent will be effective immediately.

**How can I participate in the RAD planning process?**

Prior to participating in RAD, HUD requires PHAs to:

- Notify all residents at the property about their RAD plans, and
- Conduct at least two (2) meetings with residents.

These meetings are an opportunity for you to discuss the proposed conversion plans with your PHA, ask questions, express concerns and provide comments. These meetings are also an opportunity to tell the PHA what you think needs to be repaired at the property. The PHA can then consider that information when developing plans for the property.

The PHA must have at least one more meeting with all residents of the property before HUD approves the final RAD conversion. This additional meeting is another opportunity for the PHA to keep you informed and for you to provide comments about the PHA's RAD conversion plans.

In addition to these resident meetings, your Resident Advisory Board (RAB) will also be consulted and have an opportunity to make recommendations on your PHA's RAD conversion plans during the PHA Plan public hearing process.

**What if I need accommodations to participate?**

Your PHA must make materials available in accessible formats for persons with disabilities and must make meetings accessible for persons with disabilities.

Your PHA must also provide language assistance to persons with limited English proficiency so that you can understand materials, participate in meetings, and provide comments on the proposed RAD conversion. This may include providing written translation of the PHA's written materials and providing oral interpreters at meetings.

**Will I have to move if my home or building is rehabbed?**

If the repairs planned at your property are small, you will most likely be able to stay in your home during renovation. If the repairs planned at your property are more extensive, you will most likely need to be relocated during rehabilitation. Even if you are required to move during the construction, you have a right to return to a RAD-assisted unit after construction is completed.

If relocation will last longer than 12 months, you benefit from additional protections as a "displaced person" under the Uniform Relocation Act. In this situation, you will be able to choose between the permanent relocation assistance that you are eligible for under the Uniform Relocation Act and the temporary relocation assistance (including the right to return) that you are eligible for under RAD. This is your choice and the PHA must work with you so you have the information you need to make this choice.

**What changes will I see in my lease renewal process?**

At the time of the RAD conversion, you will need to sign a new lease. Unless there is good cause for eviction based on your actions, your new lease will continue to renew. Under both the PBV and PBRA programs, a property owner who tries to end your lease must give you notice and grievance rights similar to the rights you have under public housing and the owner must follow state and local eviction laws.

**Will RAD affect my rights and participation as a resident in the development?**

RAD keeps many of the resident rights available under public housing such as the ability to request an informal hearing and the timeliness of termination notification. You also have a right to organize, and resident organizations will continue to receive up to \$25 per occupied unit each year.

**Will RAD increase my ability to choose where I live?**

In most cases, you will have greater choice in where to live through the RAD "choice mobility option." This option is available under PBV after living in a RAD property for one (1) year and under PBRA after living in a RAD property for two (2) years. After the required time living in the RAD property after conversion, you may request a Housing

Choice Voucher (HCV) and will have priority on the HCV waiting list when an HCV is available

**Will I still be able to participate in self-sufficiency programs?**

The public housing Family-Self-Sufficiency Program (PH FSS) helps families obtain and maintain living wage employment (income that covers a family's basic needs) by connecting residents to services. If you are a current participant in an FSS program, you will still be able to participate in FSS after the RAD conversion.

If your development converts to PBV, you will be automatically moved from the public housing FSS to the Housing Choice Voucher FSS program if your PHA has a Housing Choice Voucher FSS program. The rules for both public housing and Housing Choice Voucher FSS programs are very similar.

If your development converts to PBRA, you may continue your participation in FSS until your current contract of participation ends. New participants may enroll only if the owner voluntarily establishes an FSS program at the site.

The Resident Opportunities and Self Sufficiency-Service Coordinators Program (ROSS-SC) program provides public housing residents with coordinators to connect them to supportive services and empowerment activities.

If you are a current participant in the ROSS-SC, you can continue to participate in ROSS-SC until program funding is used up. Once the grant funds are spent, your PHA cannot apply for a new grant for a RAD property.

**What if I need more information?**

For more information, go to the RAD website, [www.hud.gov/rad](http://www.hud.gov/rad).



**NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY**  
**P. O. BOX 797**  
**NEWPORT NEWS, VA 23607**

RENTAL ASSISTANCE DEMONSTRATION  
PROGRAM (RAD)  
GENERAL INFORMATION NOTICE (GIN)  
ORCUTT TOWNHOMES 1

February 7, 2022

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

As indicated in our earlier letter (Resident Information Notice) to you dated October 4, 2021 and meetings with other residents of Orcutt Townhomes 1, your property is proposed for participation in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. Over the coming months, if NNRHA (the sponsor of this undertaking) is able to obtain various approvals and essential funding like federal tax credits, the project will be substantially renovated and converted to the Section 8 Housing Assistance Payments Program. This will be the seventh conversion of affordable housing projects in the locality to be converted via the RAD Program.

We are hopeful that such funding and local, state and federal approvals can be obtained this year so that the conversion can occur and renovations can start in the first quarter of next year (2023). In this regard, if we are successful in these efforts, the primary purpose of this letter is to advise you that the extensive renovations on the interiors and exteriors of the project may require you to be relocated temporarily from your unit while improvements to the property are undertaken. Five of the sixth previous RAD conversions have required that residents be temporarily displaced (less than 12 months) to enable renovations to be undertaken. We will provide further details to you as plans develop over the coming months.

As a resident of a property participating in RAD, if you are displaced you have the right to return to the project and lease and occupy a unit after the project is complete.

**This notice, which is a requirement of the RAD Program, does not mean that you need to leave the property at this time. This is also not a notice of eligibility for relocation assistance.**

The primary purpose of this notice is to inform you of your potential rights under the RAD program if the undertaking is approved by HUD, and a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), which comes into play if you are displaced from the property more than 12 months. Although this is not anticipated in this proposed RAD conversion, if you are required to be displaced longer than 12 months you may become eligible for relocation assistance and payments under URA, including:

- 1) Relocation advisory services that include referrals to replacement properties, help in filing payment claims and other necessary assistance to help you successfully relocate;
- 2) At least 90 days' advance written notice of the date you will be required to move;
- 3) Payment for moving expenses; and
- 4) Payments to enable you to rent a similar replacement home.

Please note that aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an immigrant lawfully present in the United States.

If you are permanently displaced from your home and eligible for URA assistance, you will not be required to move until you are given at least 90-day advance written notice of any required move and at least one comparable replacement dwelling has been made available to you. If you are temporarily relocated and your temporary relocation lasts more than one year, you will be contacted and offered permanent relocation assistance as a displaced person under the URA. This assistance would be in addition to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance you have already received.


If you are required to relocate from the property in the future, you will be informed in writing. NNRHA staff will advise you regarding the assistance and payments you are eligible for if you will be relocated because of RAD and how you will receive these payments. If you become a displaced person, you will be provided reasonable assistance necessary to complete and file any required claim to receive a relocation payment. If you think that your eligibility for assistance is not being properly considered, you will also have the right to appeal a determination on your eligibility for relocation assistance.

It is important that you continue to pay your rent and meet any other requirements specified in your lease. If you fail to do so, NNRHA may have cause for your eviction. If you choose to move, or if you are evicted prior to receiving a formal notice of relocation eligibility, you may become ineligible to receive relocation assistance. It is very important for you to contact NNRHA staff before making any moving plans.

As noted above, NNRHA staff will keep you advised by letter and in person regarding information about the project as milestones are achieved as planning and project approvals are obtained. Site staff will also be working with you to gather information regarding your family characteristics and particular needs to assist us in our planning for this endeavor. If the project is approved in the next several months, we will make every effort to accommodate your needs. In the meantime, if you have any questions about our plans, please contact Aviance Butler, property manager at 757-928-6187.

This letter is important to you and should be retained.

Sincerely,

  
Karen R. Wilds  
Executive Director

# Tab K:

Documentation of Development Location:

# **Tab K.1**

Revitalization Area Certification

2022 IRS SECTION 42(d)(5)(B) QUALIFIED CENSUS TRACTS

(2010 Census and 2013-2017, 2014-2018, and 2015-2019 American Community Survey (ACS) Data; OMB Metropolitan Area Definitions, August 15, 2017)

\*Effective Date January 1, 2022

METROPOLITAN AREA: Victoria, TX MSA												
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Victoria County	2.01	3.01	3.02	6.02								
METROPOLITAN AREA: Vineland-Bridgeton, NJ MSA												
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Cumberland County	201.00	202.00	203.00	205.03	301.00	303.00	411.00					
METROPOLITAN AREA: Virginia Beach-Norfolk-Newport News, VA-NC MSA												
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Chesapeake city, VA	201.00	203.00	207.00									
Hampton city, VA	104.00	106.01	106.02	107.01	109.00	113.00	114.00	118.00	120.00			
Newport News city, VA	301.00	303.00	304.00	305.00	306.00	308.00	309.00	312.00	313.00	320.06	321.26	322.12
	322.25	322.26										
Norfolk city, VA	9.01	9.02	11.00	14.00	25.00	26.00	27.00	29.00	33.00	34.00	35.01	41.00
	42.00	43.00	46.00	48.00	50.00	51.00	57.01	58.00				
Portsmouth city, VA	2105.00	2111.00	2114.00	2117.00	2118.00	2119.00	2120.00	2121.00	2123.00	2124.00		
Suffolk city, VA	651.00	653.00	654.00	655.00	756.01							
Virginia Beach city, VA	442.00	448.06	458.10									
METROPOLITAN AREA: Visalia-Porterville, CA MSA												
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Tulare County	2.02	5.01	9.00	11.00	16.01	22.02	26.01	28.00	38.02	39.01	41.01	41.02
	42.00	43.00	44.00									
METROPOLITAN AREA: Waco, TX MSA												
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Falls County	3.00	4.00										
McLennan County	1.00	2.00	4.00	8.00	9.00	10.00	12.00	14.00	15.00	19.00	33.00	
METROPOLITAN AREA: Walla Walla, WA MSA												
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Walla Walla County	9205.00	9208.02										
METROPOLITAN AREA: Warner Robins, GA MSA												
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Houston County	203.00	204.00	207.00									
Peach County	402.00	403.02	404.00									

# Tab K.2

Location Map

HUNTINGTON

BT Washington Middle School

Greenlawn Memorial Park

351

664

WASHINGTON

GetCoins Bitcoin ATM

OH Smith & Son Funeral Home

JEFFERSON

ORCUTT  
TOWNHOMES I

Chic-A Sea

CHESTNUT

Church's Chicken

Wiggly

Brooks Crossing

EAST END

Downing-Gross Cultural Arts Center

Busdown Boil

143

60

143

21st St

24th St

29th St

31st St

34th St

35th St

36th St

37th St

38th St

Wicham Ave

Marshall Ave

Orcutt Ave

Williams St

Oak Ave

Salters St

Roanoke Ave

Madison Ave

Wicham Ave

# **Tab K.3**

Surveyor's Certification of Proximity To Public  
Transportation



2 Bayport Way, Suite 120  
Newport News, VA 23606  
757.599.9800  
www.daa.com

**Surveyor's Certification of Proximity to Transportation**

DATE: February 22, 2022

TO: Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, VA 23220-6500

RE: 2022 Tax Credit Reservation Request  
Name of Development: Orcutt Village Townhomes  
Name of Owner: Newport News Redevelopment & Housing Authority

Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

2,640 feet or 1/2 mile of the nearest access point to an existing commuter rail, light rail or subway station; or

1,320 feet or 1/4 mile of the nearest access point to an existing public bus stop.

**Draper Aden Associates**

\_\_\_\_\_  
Firm Name



By: M. Caleb Hurst, PE

Its: Civil Engineer/Senior Project Manager  
Title

Not Applicable

**Tab L:**

PHA / Section 8 Notification Letter

# **Tab M:**

Locality CEO Response Letter



City of  
**Newport News**  
Office of the City Manager

February 10, 2022

Mr. J.D. Bondurant  
Virginia Housing  
601 South Belvidere Street  
Richmond, VA 23220

<b>VHDA Tracking Number:</b>	<u>2022-C-21</u>
<b>Development Name:</b>	<u>Orcutt Townhomes 1</u>
<b>Name of owner/Applicant:</b>	<u>Orcutt TH 40 LLC</u>

Dear Mr. Bondurant:

The comprehensive rehabilitation supported by an allocation of federal housing tax credits available under (IRC Section 42) for this development helps to meet the housing goals and priorities of the City of Newport News. This renovation is required for a successful conversion of this property under the Department of Housing and Urban Development's Rental Assistance Demonstration program.

Accordingly, the City of Newport News supports the allocation of federal housing tax credits requested by Orcutt TH 40 LLC for this undertaking.

Sincerely,

Cynthia D. Rohlf  
City Manager

CDR:kw:tfw

P:\LoanProg\TaxCredit Projects\CM ltr supp for Orc TH 1 to VH 2-2022.docx

**Not Applicable**

**Tab N:**

Homeownership Plan

**Not Applicable**

**Tab O:**

Plan of Development Certification Letter

# Tab P:

Developer Experience documentation and Partnership agreements

## VHDA Experienced LIHTC Developers

Notes:

Updated: 2/09/2022

I Listed if 'named' Controlling General Partner or Managing Member (as confirmed by supporting documentation)

I Listed if documentation supported at least 6 LIHTC developments

I Listed if a principal who has developed at least 3 LIHTC deals and has at least \$500,000 in liquid assets

See LIHTC Manual for instructions on being added to this list

### INDIVIDUALS

1 Alexander, Randall P.	29 Fitch, Hollis M.	60 Melton, Melvin B.
2 Arista, Roberto	30 Fore, Richard L.	61 Midura, Ronald J.
3 Asarch, Chad	31 Franklin, Wendell C.	62 Mirmelstein, George
4 Ayd, Tom	32 Franklin, Taylor	63 Nelson, IV, John M.
5 Barnhart, Richard K.	33 Friedman, Mitchell M.	64 Orth, Kevin
6 Baron, Richard	34 Gardner, Mark E.	65 Page, David
7 Bennett, Vincent R.	35 Goldberg, Jeffrey	66 Parent, Brian
8 Burns, Laura P.	36 Gunderman, Timothy L.	67 Park, Richard A.
9 Chapman, Tim	37 Haskins, Robert G.	68 Park, William N.
10 Cohen, Howard Earl	38 Hardee, Carl	69 Pasquesi, R.J.
11 Connelly, T. Kevin	39 Heatwole, F. Andrew	70 Pedigo, Gerald K.
12 Connors, Cathy	40 Honeycutt, Thomas W.	71 Poulin, Brian M.
13 Copeland, M. Scott	41 Hunt, Michael C.	72 Queener, Brad
14 Copeland, Robert O.	42 Iglesias, Adrian	73 Rappin, Steve
15 Copeland, Todd A.	43 Jaeger, Jeffrey	74 Ripley, F. Scott
16 Cordingley, Bruce A.	44 Jester, M. David	75 Ripley, Ronald C.
17 Counselman, Richard	45 Johnston, Thomas M.	76 Ross, Stephen M.
18 Crosland, Jr., John	46 Jones Kirkland, Janice	77 Salazar, Tony
19 Curtis, Lawrence H.	47 Kirkland, Milton L.	78 Sari, Lisa A.
20 Daigle, Marc	48 Kittle, Jeffery L.	79 Sciocino, Richard
21 Dambly, Mark H.	49 Koogler, David M.	80 Sinito, Frank T.
22 Deutch, David O.	50 Koogler, David Mark	81 Stockmaster, Adam J.
23 Dischinger, Chris	51 Lancaster, Dale	82 Stoffregen, Phillip J.
24 Douglas, David D.	52 Lawson, Phillip O.	83 Surber, Jen
25 Edmondson, Jim	53 Lawson, Steve	84 Taft, Sr., Thomas F.
26 Edson, Rick	54 Leon, Miles B.	85 Uram, David
27 Ellis, Gary D.	55 Lewis, David R.	86 Valey, Ernst
28 Fekas, William L.	56 Levitt, Michael	87 Wilson, Stephen
	57 Margolis, Robert B.	88 Woda, Jeffrey J.
	58 McCormack, Kevin	89 Wohl, Michael D.
	59 McNamara, Michael L.	90 Wolfson, III, Louis

### NON-PROFITS, LHAS & (PUBLICLY TRADED) CORPORATIONS

- 1 AHC, Inc.
- 2 Alexandria RHA
- 3 Arlington Partnership for Affordable Housing (APAH)
- 4 Atlantic Housing Foundation, Inc.
- 5 Better Housing Coalition
- 6 Buckeye Community Hope Foundation
- 7 Community Housing Partners
- 8 Community Housing, Inc.
- 9 ElderHomes (dba Project: Homes)
- 10 Enterprise Homes, Inc
- 11 Fairfax County RHA
- 12 Homes for America, Inc.
- 13 Humanities Foundation, Inc.
- 14 Huntington Housing, Inc.
- 15 LEDIC Realty Company, LLC
- 16 Newport News RHA
- 17 NHT Communities
- 18 Norfolk Redevelopment Housing Authority
- 19 People Incorporated
- 20 Piedmont Housing Alliance
- 21 Preserving US, Inc.
- 22 Portsmouth RHA
- 23 RHA/Housing, Inc.
- 24 Rush Homes
- 25 The Community Builders
- 26 Virginia Supportive Housing
- 27 Virginia United Methodist Housing Development Corporation
- 28 Wesley Housing Development Corporation



# **Tab Q:**

Documentation of Rental Assistance, Tax Abatement  
and/or existing RD or HUD Property



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING

December 8, 2021

Karen Wilds  
Executive Director  
Newport News Redevelopment & Housing Authority  
227 27<sup>th</sup> Street  
Newport News, VA 23607-3901

Dear Ms. Wilds:

Thank you for your application under the Rental Assistance Demonstration (RAD) for the conversion of assistance of 40 units to Project Based Rental Assistance at the following PIC Development: VA003000325, ORCUTT TOWNHOMES.

We are pleased to approve your request for conversion as described in the application, subject to the conditions below.

This award letter serves as the Department's Commitment to Enter into a Housing Assistance Payments (CHAP) for the above-referenced project, provided the Owner meets all the requirements contained in the PIH Notice 2019-23, Revision 4 ("Notice") and all subsequent revisions. In addition, the owner must comply with all "CHAP Milestones" identified in section 1.12 of the Notice as applicable.

This award is issued pursuant to the Consolidated and Further Continuing Appropriations Act, 2012, Pub. L. No. 112-55, approved November 18, 2011, the Consolidated and Further Continuing Appropriations Act of 2015 (P.L. 113-235), approved December 6, 2014; the 2017 Consolidated Appropriations Act (P.L. 115-31), approved May 5, 2017, and the Consolidated Appropriations Act of 2018 (P.L. 115-141), approved March 23, 2018; section 8 of the United States Housing Act of 1937 (Act), 42 U.S.C. 1437 et seq.; and the Department of Housing and Urban Development Act, 42 U.S.C. 3531 et seq. The purpose of this award is to begin the process of effectuating the conversion of Public Housing to a form of project-based assistance under section 8 of the Act. This award cannot be transferred without the prior written consent of HUD.

In order to convert your project, the PHA must fulfill the CHAP milestones and deadlines identified in section 1.12 of the Notice. HUD will rely solely on documents and certifications the PHA submits through the RAD Resource Desk to monitor compliance with CHAP milestones. If HUD, in its sole judgment, determines that the PHA fails to meet any of the requirements, the CHAP will be revoked, unless the PHA submits and HUD approves a request for a deadline extension. Any extension request must include both a justification and an explanation of why failure to meet the milestone will not jeopardize the PHA's ability to complete the RAD conversion. Approval of any request for an extension is at HUD's sole discretion.

Within 30 days of CHAP issuance, you must **confirm your acceptance of a CHAP by submitting an application into the Inventory Removals module in PIC** in order to identify the units that will be removed from public housing Annual Contributions Contract (ACC) when the project completes conversion. HUD has made instructions for submitting a Removal Application into PIC available at [www.radresource.net](http://www.radresource.net).<sup>1</sup> Failure to submit a Removal application into PIC will result in a suspension of the CHAP and a revocation if not corrected within a reasonable time period. Contact your PIH Field Office if you have any questions about this submission.

As the award is a conditional commitment by HUD, HUD reserves the right to revoke or amend its commitment at any time prior to closing if HUD, in its sole judgment, determines that any of the following conditions are present:

- A. any of the contract units were not eligible for selection;
- B. the proposed conversion is not or will not be financially feasible;
- C. the Owner fails to meet any applicable deadline;
- D. the Owner fails to cooperate;
- E. there is any violation of program rules, including fraud; or
- F. the terms of the conversion would be inconsistent with fair housing and civil rights laws or a fair housing or civil rights court order, settlement agreement, or voluntary compliance agreement.

This award shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements, the Notice, and all other applicable RAD guidance.

As you start the process of conversion, we urge you to continue to maintain an open dialogue with your residents and local officials. If you have any questions or concerns regarding

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<sup>1</sup> See [www.radresource.net](http://www.radresource.net) > Document Library > PIC Removal – Instructions for PHAs

the conversion process or fulfilling the CHAP Milestones, please contact your RAD Transaction Manager.

Sincerely,

A handwritten signature in blue ink that reads "Susan A. Wilson". The signature is written in a cursive style with a large initial 'S'.

Susan A. Wilson  
Director  
Office of Public and Indian Housing

Enclosure

**EXHIBIT A**

**IDENTIFICATION OF UNITS (“CONTRACT UNITS”)  
BY SIZE AND APPLICABLE CONTRACT RENTS**

The Contract Rents below for the subject project are based on Fiscal Year 2020 Federal Appropriations and assumptions regarding applicable rent caps. The final RAD contract rents, which will be reflected in the RAD HAP contract, will be based on Fiscal Year 2020 Federal Appropriations, as well as applicable program rent caps and Operating Cost Adjustment Factors (OCAFs), and, as such, may change. For PBV conversions, the Contract Administrator must ensure that the gross rents fall within PBV program rent caps regarding Fair Market Rents (FMRs) and reasonable rents. In addition, prior to conversion, the PHA must provide HUD updated utility allowances to be included in the HAP contract.

**Existing PIC Development Number: VA003000325**

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
40	3	\$788	\$180	\$968

Please note that this rent schedule includes the 2021 and 2022 OCAF adjustments that the PHA is eligible for and will be confirmed during the Financing Plan review.



City of  
**Newport News**  
Office of the City Manager

February 10, 2022

Karen R. Wilds  
Executive Director  
Newport News Redevelopment  
and Housing Authority  
227 27<sup>th</sup> Street  
Newport News, VA 23607

Re: Confirmation of Payment in Lieu of Taxes for Orcutt  
Townhomes 1 Apartments, Newport News, VA

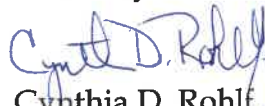
Dear Ms. Wilds,

This correspondence confirms the City's intention that the referenced apartments, consisting of 40 units to be rehabilitated, will be treated like all other Rental Assistance Demonstration Program converted properties as it relates to a real estate tax rebate. This will ensure the property will continue to pay an amount equal to the payments in lieu of taxes as agreed upon by the City of Newport News and the Newport News Redevelopment and Housing Authority (NNRHA) in a Cooperation Agreement dated February 14, 1978 and to the extent permitted by Federal and State laws and regulations.

The City understands from information and assurances provided by NNRHA, that the Orcutt Townhomes 1 Apartments will be conveyed to Orcutt TH 40 LLC. This will be done in order to utilize development resources provided through the Low-Income Housing Tax Credit (LIHTC) program. It is further understood that all units rehabilitated by Orcutt TH 40 LLC will be used for "low rent housing purposes" and that the partnership is established and will be administered compliant to applicable Federal and State laws.

The City of Newport News appreciates the efforts of NNRHA to provide housing assistance to lower income residents in Newport News. We look forward to our continued partnership to improve the quality of housing for all Newport News citizens.

Sincerely,

  
Cynthia D. Rohlf  
City Manager

CDR:kw:tfw

P:\LoanProg\TaxCredit Projects\CM Ltr to NNRHA-Pilot Orcutt TH 2-2022.docx

# **Tab R:**

Documentation of Operating Budget and Utility Allowances

## ORCUTT TOWNHOMES I

### BASIS FOR DETERMINATION OF ALLOWANCES:

The allowances were established "based upon the reasonable consumption of utilities by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment". The establishment of the utility allowances are based on accepted engineering calculation methods which recognize the thermal design characteristics of each representative unit type and load and use of appliances.

VA 3-25, Orcutt Townhomes, Phase I				
	Electricity	Natural Gas	Water/Sewer	Total
3 Bedroom	35.00	52.00	80.00	\$167.00

### TENANT PAID UTILITIES:

The NNRHA shall require the Tenant to obtain utility services directly from the utility providers in their name. The Tenant agrees to and is hereby obligated to purchase electricity from Dominion Energy, gas from Virginia Natural Gas and water and sewer services from Newport News Waterworks. The NNRHA agrees to reduce the Tenant's rent by the amount of the utility allowance.

### SPECIFIC ITEMS OF EQUIPMENT INCLUDED IN DETERMINING ALLOWANCES:

The electric allowance includes consideration for all components of the electric consumption for necessary and non-essential uses. The necessary electrical items include lighting and refrigeration for food storage. The non-essential uses for each unit include 1 color TV; 1 radio/stereo; 1 hand mixer; 1 2-slot toaster, 1 blender; 1 vacuum cleaner; 1 hand iron; 1 microwave; 1 clock; 1 coffee pot; 1 VCR; 1 fan; 1 washing machine; and other small appliances in addition to or replacing one of the above listed devices.

### INDIVIDUAL RELIEF:

The criteria for medical relief are special needs for residents such as those who may require **medical equipment**. The procedure for a resident to request relief is to contact the Property Manager with a written explanation of the reasons relief is required. The Property Manager will review the request, make a decision and notify the resident.



Not Applicable

**Tab S:**

Supportive Housing Certification

# **Tab T:**

Funding Documentation



Karen R. Wilds  
Executive Director

BOARD OF  
COMMISSIONERS

Kenneth D. Penrose, Jr.  
Chairman  
Lisa Wallace-Davis  
Vice Chairman

William C. Black  
George B. Knight  
Lou Call  
Barbara Holley  
Thaddeus Holloman

February 28, 2022

Mr. J.D. Bondurant  
LIHTC Program Director  
Virginia Housing Development Authority  
601 S. Belvidere Street  
Richmond, VA 23220-6500

Re: Orcutt TH 40 LLC  
2022- C – 21

Dear Mr. Bondurant:

The Newport News Redevelopment and Housing Authority (NNRHA) commits the following resources required to undertake the development/refurbishment of the Orcutt Townhomes I property in the City of Newport News, Virginia. This endeavor is being undertaken in conjunction with the conversion of this property in accordance with the Department of Housing and Urban Development’s Rental Assistance Demonstration Program (RAD):

- \$ 4,875,000 representing the value of NNRHA’s leasehold interest in the subject property, based on an appraisal. This amount will appear as a loan in Orcutt TH 40 LLC’s LIHTC reservation application.
- \$ 1,044,777 representing Federal Capital funds held by NNRHA and authorized for use in the financing of this RAD project. This amount will appear as a loan in the LIHTC reservation application.

If you have any questions or need further clarification please do not hesitate to call.

We look forward to working with you on this project.

Sincerely,

Karen R. Wilds  
Executive Director



# **Tab U:**

Acknowledgement by Tenant of the availability of Renter  
Education provided by Virginia Housing

## Virginia Housing Renter Education Program

Whether it's a house, apartment, duplex or townhouse, renting can have its advantages over purchasing. Here are some resources to help you understand and explore your options for finding affordable rental housing in Virginia. As a renter, you have certain rights that protect you and your interests, but you also have responsibilities. Become familiar with what you need to know.

Virginia Housing provides Renters the opportunity to complete free courses and access other resources at their website. Renters are encouraged but not required to access this information.

To begin, Renters need to create an account on the VHDA website that is included in the links below. The eBook is a comprehensive resource that covers financial readiness, credit, searching for rentals, the application, the lease agreement, security deposit, tenant rights & responsibilities, housekeeping, and maintenance & repairs.

The online course is available in both English and Spanish. It is comprised of nine (9) standalone modules/chapters and is available 24 hours a day. A Certificate of Completion is made available at the completion of each chapter. Renters can download the certificate, print, save, and share by email if desired.

### Links for Assistance to Renters Before Taking the Renter Education Program:

<https://www.virginiahousing.com/renters>

<https://www.virginiahousingsearch.com/Resources.html>

<https://www.virginiahousing.com/renters/education>

Acknowledgment of Renter of \_\_\_\_\_ (Apartments):

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed: \_\_\_\_\_

# **Tab V:**

Nonprofit or LHA Purchase Option or Right of First  
Refusal

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Klein Hornig LLP  
1325 G Street NW, Suite 770  
Washington, DC 20005  
Attn: Aaron O'Toole

**RIGHT OF FIRST REFUSAL AGREEMENT**  
**(Orcutt Townhomes I)**

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of March 9, 2022, by and among **ORCUTT TH 40 LLC**, a Virginia limited liability company (the "Owner" or the "Company"), and **NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY**, a Virginia body politic and corporate (the "Grantee"), and is consented to by **ORCUTT TH 40 DEVELOPMENT CORPORATION**, a Virginia stock corporation (the "Managing Member"). [\_\_\_\_\_] a [\_\_\_\_\_] [\_\_\_\_\_] (the "Investor Member") and [\_\_\_\_\_] a [\_\_\_\_\_] [\_\_\_\_\_] (the "Special Member"). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the "Consenting Members". The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members." This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

A. The Owner, pursuant to its Amended and Restated Operating Agreement dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of a 40-unit apartment project for families located in Newport News, Virginia and commonly known as "Orcutt Townhomes I" (the "Project"). The real property comprising the Project is legally defined on Exhibit A.

B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell and convey to the Grantee certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section I. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the "Refusal Right") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the "Property"), for the

price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Company that are required by the Virginia Housing Development Authority ("Virginia Housing" or the "Credit Authority") or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

## Section 2. Exercise of Refusal Right; Purchase Price

A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the "Refusal Right"), for the Purchase Price (as defined in Section 3); provided, however, that such Refusal Right shall be conditioned upon the receipt by the Company of a "bona fide offer" (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the "Offer Notice") and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the "Election Notice"). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a "bona fide offer" for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14<sup>th</sup>) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members or of Virginia Housing.

B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a "Terminating Event"), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

## Section 3. Purchase Price; Closing

A. The purchase price for the Property pursuant to the Refusal Right (the "Purchase Price") shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the "minimum purchase price" as defined in Section 42(i)(7)(B) of the Internal Revenue Code ("Code"). The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.



B. All costs of the Grantee's purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

(i) the payment of all cash or immediately available funds at Closing,  
or

(ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

#### Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

(i) the Grantee or its assignee shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code, or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary"); and

(ii) the Project continues to be a "qualified low-income housing project" within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

(i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or

(ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or

(iii) the Project ceases to be a "qualified low-income housing project" within the meaning of Section 42 of the Code, or

(iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

#### Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the "Closing") to occur in Newport News, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "AS IS, WHERE IS" and "WITH ALL FAULTS AND DEFECTS." latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right, (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a

conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project" without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

(i) If to the Owner, at the principal office of the Company set forth in Article III of the Operating Agreement;

(ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;

(iii) If to the Grantee, at 601 S. Belvidere Street, Richmond, Virginia 23220; and

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members and Virginia Housing.

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this

Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

Virginia Housing shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Credit Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]









The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

**INVESTOR MEMBER:**

**[INVESTOR ENTITY**

\_\_\_\_\_].

a [ \_\_\_\_\_ ] [ \_\_\_\_\_ ]

By: \_\_\_\_\_]

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**SPECIAL MEMBER:**

**[SPECIAL LIMITED PARTNER**

\_\_\_\_\_].

a [ \_\_\_\_\_ ] [ \_\_\_\_\_ ]

By: \_\_\_\_\_]

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

CITY/COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as \_\_\_\_\_, the \_\_\_\_\_ of [Investor Entity], a \_\_\_\_\_, and \_\_\_\_\_ [Special Limited Partner], a \_\_\_\_\_, and that by his/her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Commission expires:

## EXHIBIT A

### LEGAL DESCRIPTION

All those certain lots, pieces or parcels of land, with the improvements thereon and the appurtenances thereto belonging, lying and being in the City of Newport News, Virginia, containing 3.385 acres, more or less, shown and designated as Lots 23A, 25A, 27A, 29A, 42A, 44A, 46A, 48A, and Parcels A and B Block 235A and Lots 18A, 20A, 22A, 24A, 26A, 28A, 45A, 47A, 49A, 51A, 53A, 55A and Parcels C and D, Block 253A, on a plat of survey made by Alfonso & Associates, Inc., dated March 2, 2005 and entitled "Resubdivision of Property of Newport News Redevelopment and Housing Authority, Part of Blocks 235A and 253A, Map of the Old Dominion Land Company", of record in Deed Book 1965 at page 1955 and to which plat reference is hereby made for a more particular description of the property.

BEING a portion of the same property conveyed to The Housing Authority of the City of Newport News, Virginia by the following deeds: (1) Deed from Aberdeen Heights, Inc., dated 11-2-40 and recorded 11-5-40, in the Clerk's Office, Circuit Court, City of Newport News, Virginia in Deed Book 171, page 480; (2) Deed from Celia Levinson and Max Levinson, her husband, dated 11-5-40 and recorded 11-5-40, in the Clerk's Office, Circuit Court, City of Newport News, Virginia in Deed Book 171, page 481; (3) Deed from C. B. Edwards and Evalina Edwards, his wife, dated 11-6-40 and recorded 11-6-40, in the Clerk's Office, Circuit Court, City of Newport News, Virginia in Deed Book 171, page 493; (4) Deed from H. West Tabb, sole surviving Executor of the Estate of Missouri P. Smith, deceased, dated 11-9-40 and recorded 11-9-40, in the Clerk's Office, Circuit Court, City of Newport News, Virginia in Deed Book 172, page 20; (5) Deed from R. T. Harris and Viola Livingston Harris, his wife, dated 11-7-40 and recorded 11-9-40 in the Clerk's Office, Circuit Court, City of Newport News, Virginia in Deed Book 172, page 22; (6) Deed from Lula S. Armfield and John Edward Armfield, her husband, dated 12-11-40 and recorded 12-11-40, in the Clerk's Office, Circuit Court, City of Newport News, Virginia in Deed Book 175, page 113.

# **Tab W:**

Internet Safety Plan and Resident Information Form (if internet amenities selected)

# Draft Internet Security Plan

## Network Security:

### 1. Purpose

This standard specifies the technical requirements that wireless infrastructure devices must satisfy to connect to a (Owner) network. Only those wireless infrastructure devices that meet the requirements specified in this standard or are granted an exception by the InfoSec Team are approved for connectivity to the Owner's network.

Network devices including, but not limited to, hubs, routers, switches, firewalls, remote access devices, modems, or wireless access points, must be installed, supported, and maintained by an Information Security (Infosec) approved support organization.

### 2. Scope

All employees, contractors, consultants, temporary and other workers at Owner and its subsidiaries/affiliates, including all personnel that maintain a wireless infrastructure device on behalf of the Owner, must comply with this standard. This standard applies to wireless devices that make a connection the network and all wireless infrastructure devices that provide wireless connectivity to the network. Infosec must approve exceptions to this standard in advance.

### 3. Standard

#### 3.1 General Requirements:

All wireless infrastructure devices that connect to the Owner's network or provide access to the Owner Confidential, Owner Highly Confidential, or Owner Restricted information must:

- Use Extensible Authentication Protocol-Fast Authentication via Secure Tunneling (EAP-FAST), Protected Extensible Authentication Protocol (PEAP), or Extensible Authentication Protocol-Translation Layer Security (EAP-TLS) as the authentication protocol.
- Use Temporal Key Integrity Protocol (TKIP) or Advanced Encryption System (AES) protocols with a minimum key length of 128 bits.
- All Bluetooth devices must use Secure Simple Pairing with encryption enabled.4.2Lab and Isolated Wireless Device Requirements
- Lab device Service Set Identifier (SSID) must be different from the Owner's production device SSID.
- Broadcast of lab device SSID must be disabled.4.3 Home Wireless Device Requirements  
All home wireless infrastructure devices that provide direct access to the Owner's network, such as those behind Enterprise Teleworker (ECT) or hardware VPN, must adhere to the following:
- Enable WiFi Protected Access Pre-shared Key (WPA-PSK), EAP-FAST, PEAP, or EAP-TLS

- When enabling WPA-PSK, configure a complex shared secret key (at least 20 characters) on the wireless client and the wireless access point
- Disable broadcast of SSID
- Change the default SSID name
- Change the default login and password

## 4. Policy Compliance

### 4.1 Compliance Measurement

The Infosec team will verify compliance to this policy through various methods, including but not limited to, periodic walk-thrus, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.

### 4.2 Exceptions

Any exception to the policy must be approved by the Infosec Team in advance.

### 4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

## **Equipment**

### 1. Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at (Owner). These rules are in place to protect the employee and Owner. Inappropriate use exposes the Owner to risks including virus attacks, compromise of network systems and services, and legal issues.

### 2. Scope

This policy applies to the use of information, electronic and computing devices, and network resources to conduct the Owner's business or interact with internal networks and business systems, whether owned or leased by Owner, the employee, or a third party. All employees, contractors, consultants, temporary, and other workers at Owner and its subsidiaries are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with Owner's policies and standards, and local laws and regulation. Exceptions to this policy are documented in section 5.2.

This policy applies to employees, contractors, consultants, temporaries, and other workers at Owner including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by Owner.

### 3. Policy

#### 3.1 General Use and Ownership

3.1.1 Owner proprietary information stored on electronic and computing devices whether owned or leased by Owner, the employee or a third party, remains the sole property of the Owner. You must ensure through legal or technical means that proprietary information is protected in accordance with the Data Protection Standard.

3.1.2 You have a responsibility to promptly report the theft, loss or unauthorized disclosure of Owner proprietary information.

3.1.3 You may access, use or share Owner proprietary information only to the extent it is authorized and necessary to fulfill your assigned job duties.

3.1.4 Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for creating guidelines concerning personal use of Internet/Intranet/Extranet systems. In the absence of such policies, employees should be guided by departmental policies on personal use, and if there is any uncertainty, employees should consult their supervisor or manager.

3.1.5 For security and network maintenance purposes, authorized individuals within Owner may monitor equipment, systems and network traffic at any time, per Infosec's Audit Policy.

3.1.6 Owner reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

#### 3.2 Security and Proprietary Information

3.2.1 All mobile and computing devices that connect to the internal network must comply with the Minimum Access Policy.

3.2.2 System level and user level passwords must comply with the Password Policy. Providing access to another individual, either deliberately or through failure to secure its access, is prohibited.

3.2.3 All computing devices must be secured with a password-protected screensaver with the automatic activation feature set to 10 minutes or less. You must lock the screen or log off when the device is unattended.

3.2.4 Postings by employees from an Owner email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the Owner, unless posting is in the course of business duties.

3.2.5 Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malware.

### 3.3 Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee of Owner authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Owner-owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

#### 3.3.1 System and Network Activities

The following activities are strictly prohibited, with no exceptions:

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Owner.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Owner or the end user does not have an active license is strictly prohibited.
- Accessing data, a server or an account for any purpose other than conducting Owner's business, even if you have authorized access, is prohibited.
- Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- 6. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
- Using an Owner computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
- Making fraudulent offers of products, items, or services originating from any Owner account.

- Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes. 11. Port scanning or security scanning is expressly prohibited unless prior notification to Infosec is made.
- Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
- Circumventing user authentication or security of any host, network or account.
- Introducing honeypots, honeynets, or similar technology on the <Company Name> network.
- Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
- Providing information about, or lists of, Owner's employees to parties outside Owner.

### 3.3.2 Email and Communication Activities

When using company resources to access and use the Internet, users must realize they represent the company. Whenever employees state an affiliation to the company, they must also clearly indicate that "the opinions expressed are my own and not necessarily those of the company". Questions may be addressed to the IT Department

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
- Unauthorized use, or forging, of email header information.
- Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
- Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
- Use of unsolicited email originating from within Owner's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Owner or connected via Owner's network.
- Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).



### 3.3.3 Blogging and Social Media

1. Blogging by employees, whether using Owner's property and systems or personal computer systems, is also subject to the terms and restrictions set forth in this Policy. Limited and occasional use of Owner's systems to engage in blogging is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate Owner's policy, is not detrimental to Owner's best interests, and does not interfere with an employee's regular work duties. Blogging from Owner's systems is also subject to monitoring.
2. Owner's Confidential Information policy also applies to blogging. As such, Employees are prohibited from revealing any Owner confidential or proprietary information, trade secrets or any other material covered by Owner's Confidential Information policy when engaged in blogging.
3. Employees shall not engage in any blogging that may harm or tarnish the image, reputation and/or goodwill of Owner and/or any of its employees. Employees are also prohibited from making any discriminatory, disparaging, defamatory or harassing when blogging or otherwise engaging in any conduct prohibited by Owner's Non-Discrimination and Anti-Harassment policy.
4. Employees may also not attribute personal statements, opinions or beliefs to Owner when engaged in blogging. If an employee is expressing his other beliefs and/or opinions in blogs, the employee may not, expressly or implicitly, represent themselves as an employee or representative of Owner's Employees assume any and all risk associated with blogging.
5. Apart from following all laws pertaining to the handling and disclosure of copyrighted or export controlled materials, Owner's trademarks, logos and any other Owner intellectual property may also not be used in connection with any blogging activity

## 4. Policy Compliance

### 4.1 Compliance Measurement

The Infosecteam will verify compliance to this policy through various methods, including but not limited to, business tool reports, internal and external audits, and feedback to the policy owner.

### 4.2 Exceptions

Any exception to the policy must be approved by the Infosecteam in advance.

### 4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

## Internet Acceptable Use Policy (AUP)

All users of Internet services agree to and must comply with this Acceptable Use Policy (AUP). does not exercise editorial control or review over the content of any Web site, electronic mail transmission, paper printout, newsgroup, or other material created or accessible over or through the Services. However, may remove, block, filter, or restrict by any other means any materials that, in sole discretion, may be illegal, may subject to liability, or which may violate this AUP. may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of either access to the Services and/or account or other actions as detailed below.

The following constitute violations of this AUP (this list is intended to be illustrative and not exhaustive; other uses may violate the AUP and remains the sole and final arbiter of acceptable usage of its Services):

- **Illegal use:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- **Harm to minors:** Using the Services to harm, or attempt to harm, minors in any way.
- **Threats:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- **Harassment:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- **Fraudulent activity:** Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", unregistered sales of securities, securities fraud and "chain letters."
- **Forgery or impersonation:** Adding, removing or modifying identifying network, message, or article header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
- **Unsolicited commercial email/Unsolicited bulk email:** Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
- **Unauthorized access:** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of 's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.
- **Copyright or trademark infringement:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- **Collection of personal data:** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- **Reselling the services:** Reselling the Services without 's authorization.

- **Network disruptions and unfriendly activity:** Using the Services for any activity which adversely affects the ability of other people or systems to use Services or the Internet. This includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the users's responsibility to ensure that their system is configured, operated, and used in a manner to avoid excessive consumption of network or system resources. It is the users's responsibility to ensure that their system is configured in a secure manner. A user may not, through action or inaction, allow others to use their system for illegal or inappropriate actions. A user may not permit their system, through action or inaction, to be configured in such a way that gives a third party the capability to use their system in an illegal or inappropriate manner.
- **High Volume, Server Hosting, and non-traditional end user activities:** The Services are intended for an end user's periodic active use of email, instant messaging, browsing the World Wide Web, and other typical end user activities. High volume data transfers, especially sustained high volume data transfers, are prohibited. Hosting a web server, IRC server, or any other server is prohibited. Accordingly, maintains the right to terminate any user's connection following the detection of any high volume data transfer, server hosting, or non-traditional end user activity as determined by .

requests that anyone who believes that there is a violation of this AUP direct the information to the property manager.

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

may take any one or more of the following actions, or other actions not listed, at 's sole discretion in response to complaints:

- Issue warnings: written or verbal
- Terminate the user's access
- Bill the user for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

reserves the right to revise, amend, or modify this AUP, and our other policies and agreements at any time and in any manner.

provides public access to the Internet. There are potentially serious security issues with any computer connected to the Internet without the appropriate protection. These security issues range from viruses, worms and other programs that can damage the user's computer to attacks on the computer by unauthorized or unwanted third parties. These parties, known commonly as "hackers" may attempt to penetrate the user's computer and download information from the user's computer. If the user has unprotected files on the computer, these files may be visible to hackers on the Internet, potentially

including parties with criminal intent. Hackers also exploit vulnerabilities in operating systems to cause malicious damage to a user's computer or even a whole company's network, up to and including the destruction or deletion of files or the re-formatting of drives. It is recommended that the user uses either a personal firewall or Virtual Private Network systems to protect this information.            advises the user that he/she should consult a security expert to determine whether there are any potential security holes in their computer's configuration.

SPECIFICALLY DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED THIRD-PARTY SECURITY BREACHES OR THE RESULTS THEREOF.            PROVIDES ACCESS TO THE INTERNET AND THE NETWORK ON AN "AS IS" BASIS WITH ALL RISKS INHERENT IN SUCH ACCESS. BY CONNECTING TO THE            NETWORK, THE USER ACKNOWLEDGES THE RISKS ASSOCIATED WITH PUBLIC ACCESS TO THE INTERNET OR DOCUMENT PRINTING AND HEREBY RELEASES AND INDEMNIFIES            FROM ANY DAMAGES THAT MIGHT OCCUR.

Acknowledgment of Resident:

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Printed: \_\_\_\_\_



The Internet might seem intimidating at first - a vast global communications network with billions of webpages. But in this lesson, we simplify and explain the basics about the Internet using a conversational non-technical style to make it understandable, useful, and enjoyable. There's no reason to be left out!

# Basic Internet Skills

Microsoft Windows PCs

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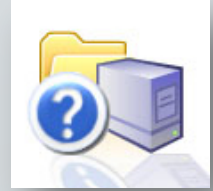
[www.NetLiteracy.org](http://www.NetLiteracy.org)





## What the Internet is:

The Internet, the web, cyberspace, and the 'net are all terms that generally mean the same thing, in this case, we will call it the Internet. The Internet is a **NET**work of computers, all over the world, **INTER**connected to each other and available to any individual. The Internet is used for many different activities including shopping, communicating, learning, and distributing information.



Unfortunately, you cannot open a door to a house and walk outside to “go into the Internet.” Computers are a primary tool you’ll utilize to use the Internet. The Internet is somewhat difficult to describe because you cannot touch it (in a way similar to software). It seems invisible—only computers can see it – and you can see it through a computer. Sometimes the Internet is best described in comparison to a library. The Internet is made up of many individual components, just like a library is made up of many books. The Internet’s components have even more individual parts, just like a book has pages.

## Changing Constantly:

The Internet is a useful source of information about news, sports, and entertainment because it changes along with the minute-by-minute events that occur in the world brings. This might seem confusing. However, it is not

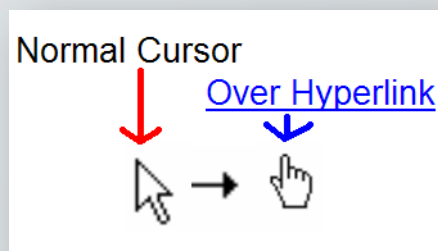


necessarily so—the Internet can be thought of as a “dynamic” living organism that changes and adapts to its environment. The Internet changes very quickly—just watching a 24 hour news channel on the television. The content on some websites is updated every few seconds.

## Purpose / Content of Websites

On the Internet, there are many websites. These are usually made for one specific purpose; they range from informing you about the news to teaching you how to cook.

The best analogy of a website is a comparison to an entire book or an entire newspaper. Websites are made up of “pages,” just like newspapers and books.



Websites are usually independent, however sometimes they are linked together by hyperlinks (also called links) that allow you to jump from one website to another website. These links allow you to “turn the page,” and move around on the Internet. They are usually underlined and **blue**, however they can be any color and or even a picture. How

do you identify a hyperlink? When your mouse hovers over a hyperlink, the arrow changes into a pointing hand.

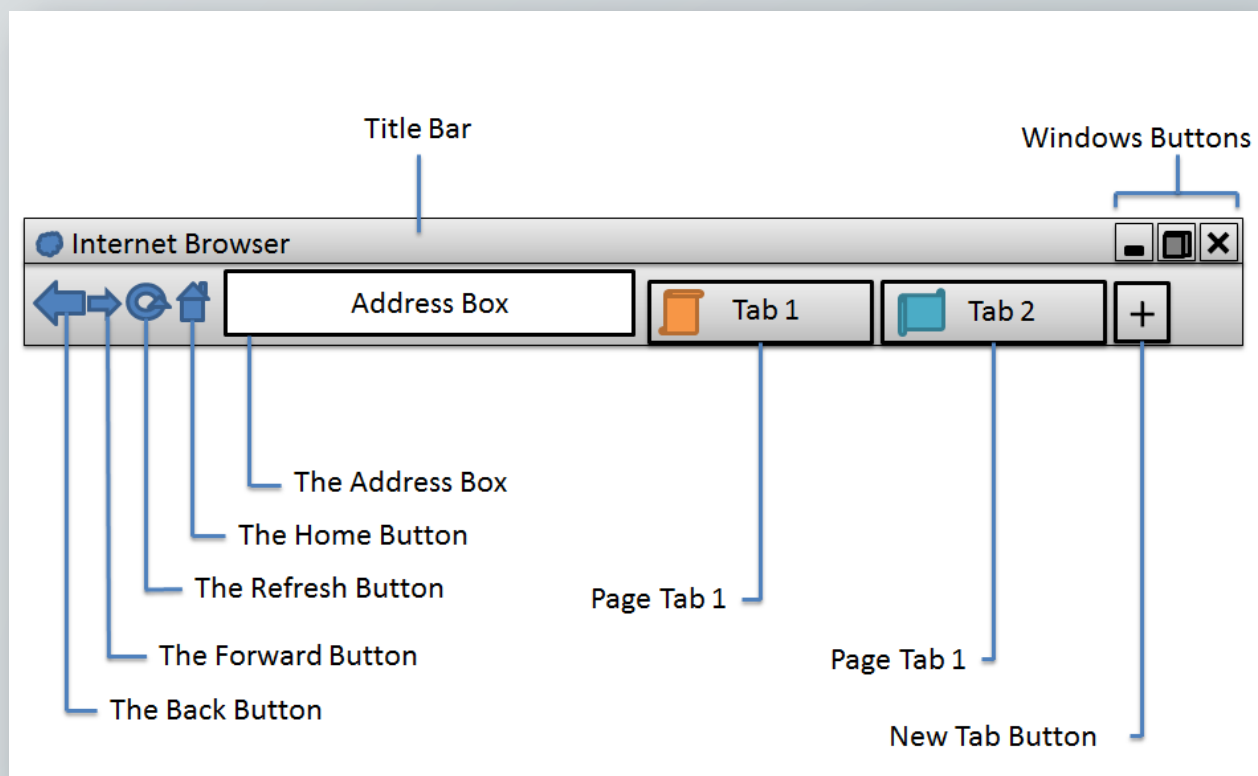
Webpages are what you see and read on the Internet. They are primarily made up of text (words), digital media (pictures, movies, and music), and hyperlinks. The Internet, unlike a book or newspaper, is in no order, and can seem slightly confusing at first. However, there are tools on the Internet that help organize it and will allow you to use it comfortably and easily.





## Applications to Access the Internet

On the computer, you use a program to see the Internet. The program is called a web browser — you “browse” the web with it. Some common brands of web browsers include Internet Explorer, Firefox, and Chrome. They serve the same purpose, navigating the internet, and also have many of the same buttons. For instance, we will take a look at a generic browser’s buttons. You will use these buttons to navigate around the Internet. Sometimes extra buttons might be added, while other times, buttons might have been moved around on the toolbar. If you cannot find a button, just ask someone (they seem to be pretty tricky when they hide from you).





## The Buttons

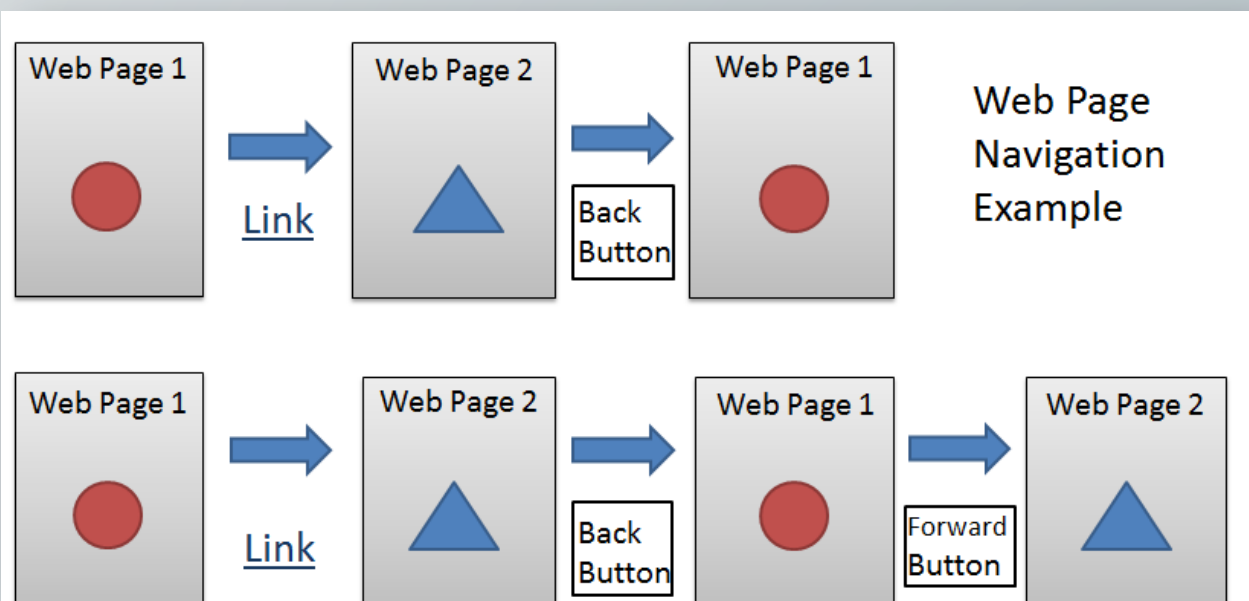
**The Back Button** – This button allows you to return to the last webpage that you last visited. It is most often used if you accidentally click on a link and wish to return to your previous page.

**The Forward Button** – If you clicked the back button, you don't have to hunt for the hyperlink on the webpage to return to the previous webpage. Just click on the forward button to return to the previous page that you were at before you pressed the back button.

Note: If the forward button is "grayed out" and when you click on it, nothing happens, this means that it is disabled.

**The Refresh Button** – This button is useful if you are looking at pages that contain content that is updated more frequently, such as the news, sports scores, or the weather. By clicking on the refresh button, the web page loads again, and is updated with the latest information.

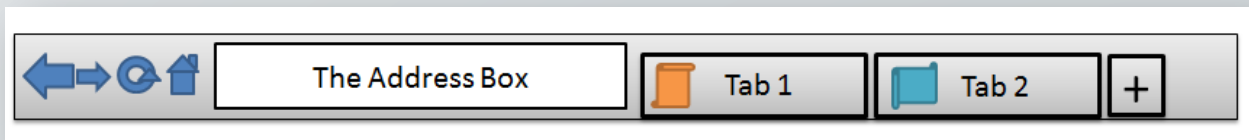
**The Home Button** - When you open your web browser, the first website that is displayed is your **homepage**. You can change your homepage to fit your preferences. When you click on the home button, it takes you to your homepage.





## The Address Box

**The Address Box** – This displays the URL of a webpage. URL stands for Universal Resource Locator, which is a unique address for each webpage – just like your own home’s address is unique. You can type a specific URL into the address box by left clicking in the box once and then typing. Although URLs are all different, they share common characteristics. The basic diagram of a URL is shown below.



# http://www.google.com

**Http://** - Begins most web addresses. Tells the internet browser what protocol to use.

**www**– Stands for “World Wide Web.” Most web addresses have it although it is not necessary. It indicates a web page.

**.(dot)**- Separates parts of the address so it does not all run together and the computer can distinguish the different parts of the address.

**Domain name**– Example: “Google” – A series of numbers, letters or hyphens “-” that identifies the owner of the address.

**.” (dot)**- See previous Definition

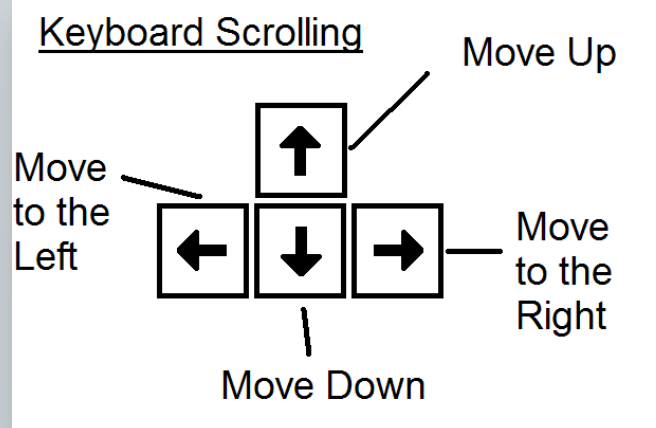
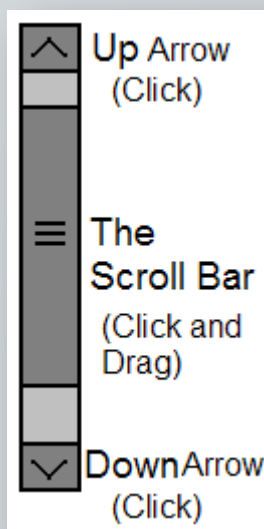
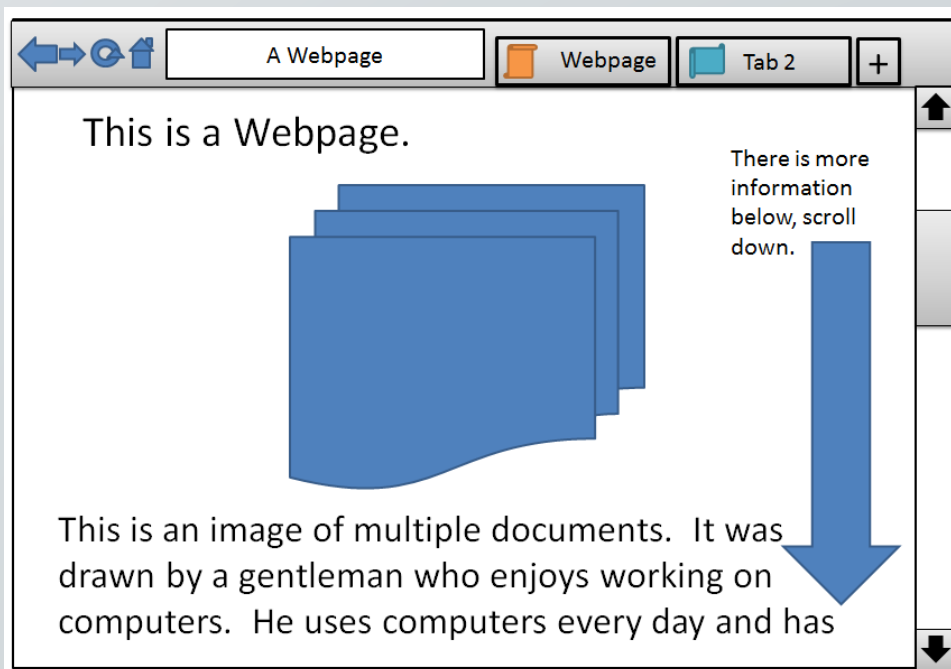
**The Domain**- At the end of a web address. Tells what type of web page you are viewing.  
 .com – Commercial  
 .org – Non-For-Profit Organization  
 .edu – Education (Colleges/Universities)  
 .net – Internet Related  
 .mil – US Military  
 .gov – US Government  
 .us – United States  
 .uk – United Kingdom

Important: Make sure you spell everything correctly. Addresses are very specific and if typed incorrectly, they will direct you to the wrong website. If this happens, simply use your back arrow to return to the previous webpage.



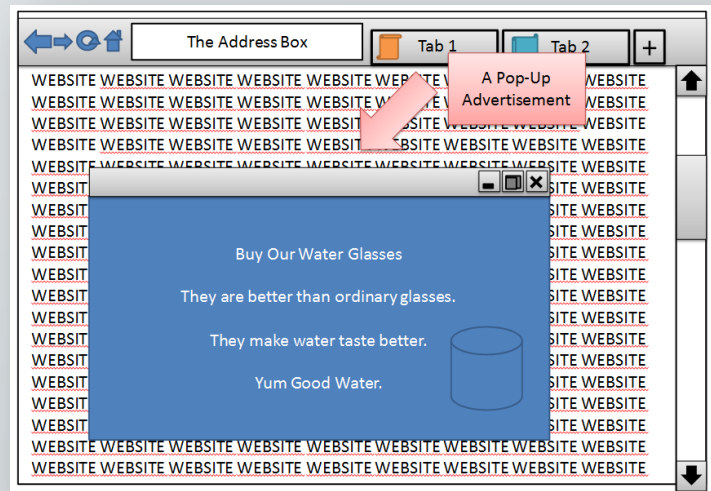
## Scrolling on Webpages

One thing to keep in mind when viewing the Internet is that a bunch of information might be displayed on a webpage, however, only a small portion can be seen immediately when you load the webpage. Thus, it is important to look at your scroll bars to the right and bottom to see if there is more information you are missing. If you are tired of using the mouse to scroll up and down, try using the arrow keys.



## Pop Up Advertisements

On the Internet, there are things that help you and things that can make you aggravated. One aggravation is the **Pop Up Ad**. These advertisements are created by aggressive marketers who want you to see their “amazing” product and buy it. Pop ups create their own window and usually appear on top of the information that you are interested in. If you click on a pop up ad, it will take you away from the information you are looking at. If you see a pop up ad, click the X at the top right of the window to close it.



Another type of advertisement is the **Banner**. Banner ads show up at the top of a website or on the side of a website. As a beginner, it's generally wiser to ignore banner advertisements unless you are familiar with the company.

### Searching the Internet

Because there are so many things on the Internet, it is frequently hard to locate exactly what you are looking for. Search engines such as Google ([www.google.com](http://www.google.com)) are very helpful and allow you search the Internet.

A search engine is a Website used to search for information on the World Wide Web. Google first collects websites using a computer program (called a



wanderer, crawler, robot, worm, or spider). Then Google creates an index of these sites so they are searchable. There are many search engines that are available - we use Google for purposes of instruction because most people use it.

### Performing a search in Google (See Next Page for Picture)

1. Go to Google by typing [www.google.com](http://www.google.com) in the URL address box (see page 5). Google is also one of the fastest search engines and provides some of the best results.
2. Next type your topic or key words (words closely related to your topic) into the box under the Google logo.
3. Press Enter or click "Google Search"
4. The next page that will appear is your search results page. This page lists the first few results from your search. Click on one of the page title that has an interesting description or seems most relevant.
5. If you are not satisfied with that website, click the back button and try a different website. If you still cannot find a good website, try searching by using different terms in the search box at the top of the webpage.



### Google Searching Tips

Google will return pages that include all of your search terms. There is no need to include the word "and" between terms. For example, to look for information about parks in Cincinnati, simply type "Cincinnati parks."

Google is not case sensitive. Typing "United States" is the same as typing "UNITED STATES" or "united states."

The more words you include in your search, the more specific your search will be and the more relevant your search results will be.



## Internet Glossary

**Browser** – A software program that allows Internet documents (like webpages) to be viewed, also called a Web Browser.

**Cyberspace** – The world of computer networks.

**Domain Name** – A unique name that identifies a specific computer on the Internet.

**Download** – A term for transferring software or other files from one computer to another.

**Email** – Electronic Mail – Messages sent from one specific user to another using the Internet.

**Email address** – The way a specific user is identified so that they may receive email. An email address can be identified by the “@” sign. E.g., Support@seniorconnects.org

**Home Page** – The first page of a Website, similar to a table of contents.

**HTML** – HyperText Markup Language- A computer language used to make hypertext documents that are sent via the World Wide Web and viewed using a Browser.

**HTTP** – HyperText Transfer Protocol – The way that hypertext documents are transferred over the Internet.

**Hypertext** – A way of presenting information that allows words, pictures, sounds, and actions to be inter-linked so that you may jump between them however you choose.

**Link** – A word, phrase, or image that allows you to jump to another document on the World Wide Web.

**Search Engine** – A website that indexes and allows searching of information gathered from the Internet. Google is an example of this.

**URL** – Uniform Resource Locator – The entire address for a piece of information of the Internet. E.g., www.google.com

**Webpage** – A hypertext document available on the World Wide Web.

**Website** – A collection of webpages.

**World Wide Web** – A collection of resources available on the Internet using a web browser.

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

Orcutt Townhomes 1 Marketing Plan  
Newport News Virginia  
2022 Low Income Housing Tax Credit Application  
Virginia Housing Accessibility Requirements for Section 504  
Disability and Developmentally Disabled Units

March 2, 2022

In conjunction with Orcutt TH 40 LLC's request for a set-aside of federal tax credits in Virginia Housing's (VH) 2022 LIHTC round of awards, a total of 6 units (15%) in the 40 units Orcutt Townhomes 1 project will be retrofitted/upgraded to current accessibility standards to serve persons with physical disabilities in accordance with Section 504 Accessibility Standards and Fair Housing requirements. Further, Orcutt TH 40 LLC, through the Newport News Redevelopment and Housing Authority (NNRHA), management agent for the property, will add a first preference on the property's wait list for persons with intellectual and/or developmental disabilities (ID/DD) for the aforementioned units.

VH guidelines for these 504 DD units will be followed in the renovation and marketing of these apartments. Most notably:

- (1) Renovation of these apartments will conform to HUD requirements set forth in Section 504 of the Rehabilitation Act.
- (2) Marketing for residents with a documented disability, as defined by the Fair Housing Act, will be targeted to individuals and families with special needs. Renovated, fully accessible apartments, will incorporate zero step entrances, roll in showers, roll under sinks and counters, ranges with front controls, side by side refrigerators, wide doors and hallways, and fully accessible bathrooms.
- (3) Although every effort will be made to market and quickly occupy such units hereunder by individuals with special needs, in accordance with the conversion of this property via the Rental Assistance Demonstration Program (RAD), existing disabled residents occupying these six existing units by right can return to the property. When such units are vacated thereafter the apartment will be held vacant for 60 days during which time ongoing marketing efforts to the target market will ensue and will be documented by the management agent. As other accessible apartments become available after initial occupancy each unit will be systematically re-designated as set-aside units and remarketed accordingly.
- (4) Orcutt Townhomes 1 accessible units and related amenities will be listed on Virginia Housing's [Housing Search Virginia](#) website.
- (5) During individual lease terms and throughout the compliance period, residents of accessible units will be regularly contacted by site management staff to update needs of the occupant, and to determine if changes are necessary to insure the continued mobility of the resident within their apartment.
- (6) Documentation of unit marketing will coincide with pre-leasing activity for units for the general population and will be ongoing.



(7) Contacts with the organizations below will be made in advance of the completion of renovations to insure that apartments are occupied as quickly as possible. To accelerate the pace of occupancy, in accordance with the housing occupancy plan for the complex, eligible/handicapped families and individuals on the waiting list for the property will also be contacted during the lease-up period and following initial occupancy.

- In-sight Enterprises Inc./Peninsula Center for Independent Living, 2021 B Cunningham Drive, Hampton VA, 23666.
- Hampton/Newport News Community Services Board, 400 Medical Drive, Hampton VA 23666.
- Veterans Affairs Medical Center, 100 Emancipation Drive, Building 148T, Hampton, VA 23667.
- Newport News Department of Human Services, Rouse Tower, 6060 Jefferson Avenue, Newport News, VA 23605.

Not Applicable

## **Tab Y:**

Inducement Resolution for Tax Exempt Bonds

# Not Applicable

## **Tab Z:**

Documentation of team member's Diversity, Equity and  
Inclusion Designation

Not Applicable

**Tab AA:**

Priority Letter from Rural Development

Not Applicable

**Tab AB:**

Socially Disadvantaged Population  
Documentation