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# 2023 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 16, 2023**

#### 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 2023 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 16, 2023**. 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

Name	Email	Phone Number
JD Bondurant	<a href="mailto:jd.bondurant@virginiahousing.com">jd.bondurant@virginiahousing.com</a>	(804) 343-5725
Stephanie Flanders	<a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Jonathan Kinsey	<a href="mailto:jonathan.kinsey@virginiahousing.com">jonathan.kinsey@virginiahousing.com</a>	(804) 584-4717
Phil Cunningham	<a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Lauren Dillard	<a href="mailto:lauren.dillard@virginiahousing.com">lauren.dillard@virginiahousing.com</a>	(804) 584-4729
Pamela Freeth	<a href="mailto:pamela.swartzenberg-freeth@virginiahousing.com">pamela.swartzenberg-freeth@virginiahousing.com</a>	(804) 343-5563
Jaki Whitehead	<a href="mailto:jaki.whitehead@virginiahousing.com">jaki.whitehead@virginiahousing.com</a>	(804) 343-5861

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## 2023 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.

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Scanned Copy of the <b>Signed</b> Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) <b>(MANDATORY)</b>                                  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study <b>(MANDATORY - Application will be disqualified if study is not submitted with application)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans and Unit by Unit writeup <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications <b>(MANDATORY)</b>   |
| <input type="checkbox"/>            | Electronic Copy of the Existing Condition questionnaire <b>(MANDATORY if Rehab)</b>  |
| <input type="checkbox"/>            | Electronic Copy of the Physical Needs Assessment <b>(MANDATORY at reservation for a 4% rehab request)</b>  |
| <input type="checkbox"/>            | Electronic Copy of Appraisal <b>(MANDATORY if acquisition credits requested)</b>   |
| <input type="checkbox"/>            | Electronic Copy of Environmental Site Assessment (Phase I) <b>(MANDATORY if 4% credits requested)</b>  |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement <b>(MANDATORY)</b>                            |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab F: RESNET Rater Certification <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion <b>(MANDATORY)</b>   |
| <input type="checkbox"/>            | Tab I: Nonprofit Questionnaire <b>(MANDATORY for points or pool)</b>   |
|                                     | 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)   |
| <input type="checkbox"/>            | Tab J: Relocation Plan and Unit Delivery Schedule <b>(MANDATORY)</b>   |
| <input type="checkbox"/>            | Tab K: Documentation of Development Location:  |
| <input type="checkbox"/>            | K.1 Revitalization Area Certification  |
| <input checked="" type="checkbox"/> | K.2 Location Map   |
| <input checked="" type="checkbox"/> | K.3 Surveyor's Certification of Proximity To Public Transportation   |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter   |
| <input checked="" type="checkbox"/> | Tab M: Locality CEO Response Letter  |
| <input type="checkbox"/>            | Tab N: Homeownership Plan  |
| <input checked="" type="checkbox"/> | Tab O: Plan of Development Certification Letter  |
| <input checked="" type="checkbox"/> | Tab P: Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement <b>(MANDATORY)</b> |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property  |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances  |
| <input type="checkbox"/>            | Tab S: Supportive Housing Certification and/or Resident Well-being   |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation   |
| <input checked="" type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing  |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal  |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected)   |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504  |
| <input type="checkbox"/>            | Tab Y: Inducement Resolution for Tax Exempt Bonds  |
| <input checked="" type="checkbox"/> | Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation  |
| <input type="checkbox"/>            | Tab AA: Priority Letter from Rural Development   |
| <input type="checkbox"/>            | Tab AB: Social Disadvantage Certification  |

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 7/27/23

1. Development Name: Goodson Hills
  
2. Address (line 1): 1100 Block of Mary Street  
 Address (line 2): \_\_\_\_\_  
 City: Bristol State: VA Zip: 24201
  
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 Bristol 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: 202.01
  
7. Development is located in a **Qualified Census Tract**..... TRUE *Note regarding DDA and QCT*
  
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%
<u>FALSE</u>	<u>FALSE</u>	<u>FALSE</u>

Enter only Numeric Values below:

13. Congressional District: 9
- Planning District: 3
- State Senate District: 40
- State House District: 5

14. **ACTION:** Provide Location Map (**TAB K2**)

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

Goodson Hills is going to be a newly constructed 23 unit affordable housing development located in the 1100 block of Mary Street in Bristol Virginia. The development will contain three structures with a total of 23 apartments. All of the units will have three-bedrooms and two or two and a half baths. Five of the units will meet accessibility guidelines consistent with UFAS. The buildings will have a rowhouse, townhouse design using modern colors and finishes. All twenty-three units will be supported with project-based vouchers.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 7/27/23

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: Randall C Eads  
 Chief Executive Officer's Title: City Manager Phone: (276) 645-7300  
 Street Address: 300 Lee Street  
 City: Bristol State: VA Zip: 24201

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Jacob Chandler, Public Works Director

- 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:

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)

**Skip to Number 4 below.**

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

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2023.

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, 2023, 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:**

**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? ..

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

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

If true, provide name of companion developm

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

b. List below the number of units planned for each allocation request. **This stated split of units cannot be changed or 9% Crec**

Total Units within 9% allocation request?

Total Units within 4% Tax Exempt allocation Request?

Total Units:

% of units in 4% Tax Exempt Allocation Request:

**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:**

**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 c

**In 2023, Virginia Housing began using a new Rental Housing Invoicing Portal to allow easy payments via secure ACH trans. An invoice for your application fee along with access information was provided in your development's assigned Procorem w**

**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: Goodson Hills, LLC

Developer Name: Bristol Community Development LLC

Contact: M/M  Ms.  First: Lisa MI:  Last: Porter

Address: 120 Hope Lane

City: Bristol St.  VA  Zip: 24201

Phone: (276) 821-6255 Ext.  Fax: (276) 642-2009

Email address: lisa@brha.com

Federal I.D. No. 922117785 (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.

Jeffrey Michael Meyer - jmeyer@vacdc.org - 8045432208

- 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.

Names **	Phone	Type Ownership	% Ownership
Bristol Hope, LLC	(276) 642-2001	MM	#####
Bristol Redevelopment and Housing Author	(276) 642-2001	MM of MM	0.000% <i>need.</i>
Lisa Porter, Executive Director	(276) 642-2001		0.000% <i>need.</i>
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%



C. OWNERSHIP INFORMATION

			0.000%
			0.000%

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

### C. OWNERSHIP INFORMATION

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

**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)**

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 FALSE

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

### 3. Developer Experience:

*May select one or more of the following choices:*

TRUE a. 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 b. 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 c. 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: 12/31/24

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..... 12/31/24 .

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: Bristol Redevelopment and Housing Authority

Address: 120 Hope Lane

City: Bristol St.: VA Zip: 24201

Contact Person: Lisa Porter Phone: (276) 821-6255

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>
Bristol Redevelopment and Hous	#####	MM of MM	100.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

**E. DEVELOPMENT TEAM INFORMATION**

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:	Erik Hoffman	This is a Related Entity.	FALSE
Firm Name:	Klein-Hornig	DEI Designation?	FALSE
Address:	1325 G Street NW, Suite 770, Washington DC 20005		
Email:	ehoffman@kleinhornig.com	Phone:	(202) 926-3404
2. Tax Accountant:	Mike Vicars	This is a Related Entity.	FALSE
Firm Name:	Dooley & Vicars	DEI Designation?	FALSE
Address:	1100 Boulders Parkway, suite 600, North Chesterfield, VA 23225		
Email:	Mike@dvcpas.com	Phone:	(804) 355-2808
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Role:	
		Phone:	
4. Management Entity:		This is a Related Entity.	TRUE
Firm Name:	Bristol Redevelopment and Housing Aut	DEI Designation?	FALSE
Address:	120 Hope Lane, Bristol, VA 24201		
Email:	lisa@brha.com	Phone:	(276) 642-2001
5. Contractor:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
6. Architect:	Jim Hinton	This is a Related Entity.	FALSE
Firm Name:	Cope Architecture	DEI Designation?	TRUE
Address:	2607 Kingston Pike, Suite 5, Knoxville, TN 37919		
Email:	jhinton@cope-associates.com	Phone:	(865) 806-1051
7. Real Estate Attorney	Eric Reecher	This is a Related Entity.	FALSE
Firm Name:	Elliott Lawson & Minor	DEI Designation?	FALSE
Address:	230 Piedmont Avenue, Suite 300, Bristol, VA 24201		
Email:	ereecher@elliottlawson.com	Phone:	(276) 466-8400
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
9. Other:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Role:	
		Phone:	

**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..... FALSE  
 If so, when was the most recent year that this development received c 0
- 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..... FALSE

**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)..... FALSE

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, skip 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 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** Bristol Redevelopment and Housing Authority

B. 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	23	bedrooms	69
Total number of <b>rental</b> units in development	23	bedrooms	69
Number of low-income rental units	23	bedrooms	69
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	23	bedrooms	69
Number of adaptive reuse units: .....	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
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.....		36,652.00	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		3,338.00	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		0.00	
g. Total Usable Residential Heated Area.....		33,314.00	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .		100.00%	
i. Exact area of site in acres .....	1.420		
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**

**# UNIT MIX**

a. Specify the average size and number per unit type (as indicated in the Architect's Certification):

*Note: Average sq foot should include the prorata of common space.*

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	0.00	SF	0	0
2BR Garden	0.00	SF	0	0
3BR Garden	0.00	SF	0	0
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	1448.00	SF	23	23
2+ Story 4BR Townhouse	0.00	SF	0	0
			23	23

Note: Please be sure to enter the values in the appropriate unit category. If not, errors will occur on the self scoresheet.

**# Structures**

- a. Number of Buildings (containing rental units)..... 3
- b. Age of Structure:..... 0 years
- c. Maximum Number of stories:..... 2

d. The development is a scattered site development..... FALSE

e. Commercial Area Intended Use: \_\_\_\_\_

f. Development consists primarily of : (Only One Option Below Can Be True)

- i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... TRUE
- ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE
- iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE

**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>FALSE</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). FALSE  
 If true, # of Elevators. 0  
 Elevator Type (if known) \_\_\_\_\_

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>Pavilion</u>

l. Describe Community Facilities: site will have play area for children

m. Number of Proposed Parking Spaces 46  
 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	1.90%
Project Wide Capture Rate - Market Units	
Project Wide Capture Rate - All Units	1.90%
Project Wide Absorption Period (Months)	2

**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.
- 48.00% b1. Percentage of brick covering the exterior walls.
- 52.00% b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations.
- FALSE 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.
- FALSE 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.
- 0% r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants)
- TRUE 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"/> TRUE | 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.

- 5 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:  
22% of Total Rental Units

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

If not, please explain:

[Empty text box for explanation]



**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 Electric

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	0	0	23	0
Air Conditioning	0	0	0	9	0
Cooking	0	0	0	9	0
Lighting	0	0	0	57	0
Hot Water	0	0	0	22	0
Water	0	0	0	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$0	\$0	\$120	\$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. TRUE Local PHA
- e. FALSE Other: \_\_\_\_\_

**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.

# **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
  - (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
  - (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.**

# **Special Housing Needs/Leasing Preference:**

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

####

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

####

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

\_\_\_\_\_

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. FALSE  
 (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 -**

**# 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: Bristol Redevelopment and Housing Authority

Contact person: Lisa Porter

Title: Executive Director

Phone Number: (276) 642-2001

**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: 23  
 % 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)**

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

First Name: Lisa

Last Name: Porter

Phone Number: (276) 642-2001 Email: lisa@brha.com

K. SPECIAL HOUSING NEEDS

# Resident Well-Being Action: Provide appropriate documentation for any selection below (Tab S)

- FALSE a. Development has entered into a memorandum of understanding (approved by DBHDS) with service provider for the provision of resident services (as defined in the manual).
FALSE b. Development will provide licensed childcare on-site with a preference and discount to resident or an equivalent subsidy for tenants to utilize licensed childcare of tenant's choice.
FALSE c. Development will provide tenants with free on-call, telephonic or virtual healthcare services a licensed provider.

# 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

- #### Rental Assistance Demonstration (RAD) or other PHA conversion to based rental assistance.
#### Section 8 New Construction Substantial Rehabilitation
#### Section 8 Moderate Rehabilitation
#### Section 811 Certificates
TRUE Section 8 Project Based Assistance
#### RD 515 Rental Assistance
#### Section 8 Vouchers
\*Administering Organization
#### State Assistance
\*Administering Organization
#### 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: 23
How many years in rental assistance contract 20.00
Expiration date of contract: 1/1/45
There is an Option to Renew..... TRUE

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

e. How many of the units in this development are already considered Public Housing 0

**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 three 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), (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), or (iii) 40% or more of the units are both rent-restricted and occupied by persons whose income does not exceed the imputed income limitation designated in 10% increments between 20% to 80% of the AMI, and the average of the imputed income limitations collectively does not exceed 60% of the AMI (this is called the Average Income Test (AIT)). All occupancy tests are 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		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
23	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
23	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
3	13.04%	40% Area Median
9	39.13%	50% Area Median
11	47.83%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
23	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.

**JH** 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	2	2	1344.00	\$850.00	\$1,700
Mix 2	3 BR - 2.5 Bath	50% AMI	1		1344.00	\$850.00	\$850
Mix 3	3 BR - 2.5 Bath	50% AMI	4		1344.00	\$850.00	\$3,400
Mix 4	3 BR - 2.5 Bath	50% AMI	2		1488.00	\$850.00	\$1,700
Mix 5	3 BR - 2 Bath	40% AMI	1	1	1489.00	\$850.00	\$850
Mix 6	3 BR - 2 Bath	50% AMI	1	1	1489.00	\$850.00	\$850
Mix 7	3 BR - 2 Bath	50% AMI	1	1	1496.00	\$850.00	\$850
Mix 8	3 BR - 2.5 Bath	60% AMI	11		1496.00	\$850.00	\$9,350
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0

L. UNIT DETAILS

Mix 12									\$0
Mix 13									\$0
Mix 14									\$0
Mix 15									\$0
Mix 16									\$0
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
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Mix 63									\$0
Mix 64									\$0
Mix 65									\$0
Mix 66									\$0
Mix 67									\$0

**L. UNIT DETAILS**

Mix 68									\$0
Mix 69									\$0
Mix 70									\$0
Mix 71									\$0
Mix 72									\$0
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>			23	5					\$19,550

<b>Total</b>	<b>23</b>	<b>Net Rentable SF: TC Units</b>	<b>33,314.00</b>
<b>Units</b>		<b>MKT Units</b>	<b>0.00</b>
		<b>Total NR SF:</b>	<b>33,314.00</b>

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

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$500
2. Office Salaries			\$2,350
3. Office Supplies			\$1,475
4. Office/Model Apartment	(type <input type="text"/> )		\$0
5. Management Fee			\$17,500
	<u>8.02%</u> of EGI	<u>\$760.87</u> Per Unit	
6. Manager Salaries			\$15,000
7. Staff Unit (s)	(type <input type="text"/> )		\$0
8. Legal			\$750
9. Auditing			\$10,000
## Bookkeeping/Accounting Fees			\$3,000
## Telephone & Answering Service			\$2,500
## Tax Credit Monitoring Fee			\$805
## Miscellaneous Administrative			\$3,000
<b>Total Administrative</b>			<b>\$56,880</b>

**Utilities**

## Fuel Oil			\$0
## Electricity			\$10,000
## Water			\$10,000
## Gas			\$0
## Sewer			\$10,000
<b>Total Utility</b>			<b>\$30,000</b>

**Operating:**

## Janitor/Cleaning Payroll			\$0
## Janitor/Cleaning Supplies			\$0
## Janitor/Cleaning Contract			\$1,600
## Exterminating			\$1,450
## Trash Removal			\$2,600
## Security Payroll/Contract			\$3,000
## Grounds Payroll			\$0
## Grounds Supplies			\$0
## Grounds Contract			\$5,000
## Maintenance/Repairs Payroll			\$12,000
## Repairs/Material			\$3,500
## Repairs Contract			\$14,000
## Elevator Maintenance/Contract			\$0
## Heating/Cooling Repairs & Maintenance			\$3,500
## Pool Maintenance/Contract/Staff			\$0
## Snow Removal			\$0
## Decorating/Payroll/Contract			\$0
## Decorating Supplies			\$0
## Miscellaneous			\$5,000
<b>Totals Operating &amp; Maintenance</b>			<b>\$51,650</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

## Real Estate Taxes	\$15,000
## Payroll Taxes	\$0
## Miscellaneous Taxes/Licenses/Permits	\$0
## Property & Liability Insurance	\$20,000
## Fidelity Bond	\$0
## Workman's Compensation	\$0
## Health Insurance & Employee Benefits	\$0
## Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$35,000</b>

**Total Operating Expense** **\$173,530**

**Total Operating Expenses Per Unit** **\$7,545** **C. Total Operating Expenses as % of** **79.54%**

**Replacement Reserves** (Total # Units X \$300 or \$250 New Const. Elderly Mini **\$6,900**

<b>Total Expenses</b>	<b>\$180,430</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	Complete	Lisa Porter
b. Site Acquisition	4/1/24	Lisa Porter
c. Zoning Approval	Complete	Lisa Porter
d. Site Plan Approval	Complete	Lisa Porter
<b>2. Financing</b>		
a. <b>Construction Loan</b>		
i. Loan Application	11/1/23	Lisa Porter
ii. Conditional Commitment	2/1/24	Lisa Porter
iii. Firm Commitment	4/1/24	Lisa Porter
b. <b>Permanent Loan - First Lien</b>		
i. Loan Application	11/1/23	Lisa Porter
ii. Conditional Commitment	2/1/24	Lisa Porter
iii. Firm Commitment	4/1/24	Lisa Porter
c. <b>Permanent Loan-Second Lien</b>		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. <b>Other Loans &amp; Grants</b>		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
<b>2. Formation of Owner</b>	Complete	Lisa Porter
<b>3. IRS Approval of Nonprofit Status</b>		
<b>4. Closing and Transfer of Property to Owner</b>	4/1/24	Lisa Porter
<b>5. Plans and Specifications, Working Drawings</b>	12/1/23	Lisa Porter
<b>6. Building Permit Issued by Local Government</b>	2/1/24	Lisa Porter
<b>7. Start Construction</b>	4/15/24	Lisa Porter
<b>8. Begin Lease-up</b>	12/15/24	Lisa Porter
<b>9. Complete Construction</b>	4/15/25	Lisa Porter
<b>10. Complete Lease-Up</b>	7/1/25	Lisa Porter
<b>11. Credit Placed in Service Date</b>	7/1/25	Lisa Porter

**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.

		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(A) Cost	(B) Acquisition	(C) Rehab/ New Construction
<b><u>Must Use Whole Numbers Only!</u></b>				
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	4,888,572	0	4,888,572	0
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	4,888,572	0	4,888,572	0
f. Earthwork	88,625	0	88,625	0
g. Site Utilities	85,000	0	85,000	0
h. Renewable Energy	0	0	0	0
i. Roads & Walks	284,100	0	284,100	0
j. Site Improvements	10,000	0	10,000	0
k. Lawns & Planting	78,200	0	78,200	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	8,500	0	0	0
n. Site Environmental Mitigation	19,120	0	0	0
o. Demolition	7,500	0	0	0
p. Site Work	50,000	0	50,000	0
q. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	631,045	0	595,925	0
<b>Total Structure and Land</b>	5,519,617	0	5,484,497	0
r. General Requirements	275,981	0	275,981	0
s. Builder's Overhead ( 5.0% Contract)	275,981	0	275,981	0
t. Builder's Profit ( 4.0% Contract)	220,784	0	220,784	0
u. Bonds	86,011	0	86,011	0
v. Building Permits	15,405	0	15,405	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1:	0	0	0	0
z. Other 2:	0	0	0	0
aa. Other 3:	0	0	0	0
<b>Contractor Costs</b>	<b>\$6,393,779</b>	<b>\$0</b>	<b>\$6,358,659</b>	<b>\$0</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!	(A) Cost	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"
Item				
<b>2. Owner Costs</b>				
a. Building Permit	5,000	0	5,000	0
b. Architecture/Engineering Design Fee \$6,522 /Unit)	150,000	0	150,000	0
c. Architecture Supervision Fee \$4,348 /Unit)	100,000	0	100,000	0
d. Tap Fees	20,000	0	20,000	0
e. Environmental	15,000	0	15,000	0
f. Soil Borings	15,000	0	15,000	0
g. Green Building (Earthcraft, LEED, etc.)	35,000	0	35,000	0
h. Appraisal	9,000	0	9,000	0
i. Market Study	3,750	0	0	0
j. Site Engineering / Survey	0	0	0	0
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	25,000	0	25,000	0
n. Construction Interest ( 0.0% fo 0 months)	280,000	0	260,000	0
o. Taxes During Construction	10,000	0	10,000	0
p. Insurance During Construction	35,000	0	35,000	0
q. Permanent Loan Fee ( 0.0% )	0	0	0	0
r. Other Permanent Loan Fees	100,000	0	0	0
s. Letter of Credit	50,000	0	0	0
t. Cost Certification Fee	15,000	0	0	0
u. Accounting	0	0	0	0
v. Title and Recording	30,000	0	30,000	0
w. Legal Fees for Closing	80,000	0	40,000	0
x. Mortgage Banker	50,000	0	0	0
y. Tax Credit Fee	31,586	0	0	0
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	0	0	0	0
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	0	0	0	0
ad. Contingency	325,000	0	325,000	0
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

**O. PROJECT BUDGET - OWNER COSTS**

ag. Servicing Reserve	0			
(1) Other* specify	0	0	0	0
(2) Other* specify	0	0	0	0
(3) Other* specify	0	0	0	0
(4) Other* specify	0	0	0	0
(5) Other* specify	0	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
Owner Costs Subtotal (Sum 2A..2(10))	\$1,384,336	\$0	\$1,074,000	\$0
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	\$7,778,115	\$0	\$7,432,659	\$0
<b>3. Developer's Fees</b> <b>Action:</b> Provide Developer Fee Agreement (Tab A)	970,000	0	970,000	0
<b>4. Owner's Acquisition Costs</b>				
Land	70,000			
Existing Improvements	0	0		
Subtotal 4:	\$70,000	\$0		
<b>5. Total Development Costs</b> Subtotal 1+2+3+4:	\$8,818,115	\$0	\$8,402,659	\$0

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:** \$971,774

Proposed Development's Cost per Sq Foot \$239 **Meets Limits**  
 Applicable Cost Limit by Square Foot: \$239

Proposed Development's Cost per Unit \$380,353 **Proposed Cost per Unit exceeds limit**  
 Applicable Cost Limit per Unit: \$288,464

**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>	8,818,115	0	8,402,659	0

**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)**

0	8,402,659	0
---	-----------	---

**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>	2,520,798	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	0
c. For Green Certification (Eligible Basis x 10%)		0

<b>Total Adjusted Eligible basis</b>	10,923,457	0
--------------------------------------	------------	---

**5. Applicable Fraction**

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

**6. Total Qualified Basis**

(Eligible Basis x Applicable Fraction)

0	10,923,457	0
---	------------	---

**7. Applicable Percentage**

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

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

**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)

\$0	\$436,938	\$0
-----	-----------	-----

\$436,938	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.	VH Tax Exempt Bond L	12/01/23		\$4,500,000	
2.					
3.					
Total Construction Funding:				\$4,500,000	

**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.	VH Tax-Exempt Bond L	12/1/23		\$188,759	\$13,580	6.00%	30	30
2.								30
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$188,759	\$13,580			

**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.	Virginia Housing Opportunity Tax Credit Equity			\$4,915,385	
2.					
3.					
4.					
5.					
6.					

**Q. SOURCES OF FUNDS**

Total Permanent Grants:

\$4,915,385

**Q. SOURCES OF FUNDS**

**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.	BRHA Seller Note	7/1/23	\$70,000
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$70,000

**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

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$4,500,000
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$0
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$0
k.	Other:	\$0
l.	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: **53.11%**

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

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

[Empty text box for listing financing and credit enhancements]

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

a. **FALSE** 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 [Empty text box]

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

**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	\$0 (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** \$0

**2. Equity Gap Calculation**

a. Total Development Cost	\$8,818,115
b. Total of Permanent Funding, Grants and Equity	- \$5,104,145
c. Equity Gap	\$3,713,970
d. Developer Equity	- \$371
e. Equity gap to be funded with low-income tax credit proceeds	\$3,713,599

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

a. Actual or Anticipated Name of Syndicator: Virginia Community Development Corporation (VCDC)

Contact Person:	Jeffrey Michael Meyer	Phone:	(804) 543-2208
Street Address:	1840 W Broad Street, Suite 200		
City:	Richmond	State:	VA
Zip:	23220		

b. Syndication Equity

i. Anticipated Annual Credits	\$436,938.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.850
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	\$436,894
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$3,713,599

c. Syndication: Private

d. Investors: Corporate

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$3,713,599

**5. Net Equity Factor**

Must be equal to or greater than 85% 84.9999404272%

**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>\$8,818,115</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$5,104,145</u>
3. Equals Equity Gap		<u>\$3,713,970</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>84.9999404272%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$4,369,380</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$436,938</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$436,938</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$436,938</u>
	For 70% PV Credit:	<u>\$0</u>
Credit per LI Units	<u>\$18,997.3043</u>	<b>Combined 30% &amp; 70% PV Credit Requested</b>
Credit per LI Bedroom	<u>\$6,332.4348</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	\$19,550
Plus Other Income Source (list): _____	\$0
Equals Total Monthly Income:	<u>\$19,550</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$234,600</u>
Less Vacancy Allowance <span style="margin-left: 100px;">7.0%</span>	<u>\$16,422</u>
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>	<u><u>\$218,178</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>\$218,178</u>
b. Annual EGI Market Units	<u>\$0</u>
c. Total Effective Gross Income	<u>\$218,178</u>
d. Total Expenses	<u>\$180,430</u>
e. Net Operating Income	<u>\$37,748</u>
f. Total Annual Debt Service	<u>\$13,580</u>
g. Cash Flow Available for Distribution	<u>\$24,168</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
<b>Eff. Gross Income</b>	218,178	222,542	226,992	231,532	236,163
<b>Less Oper. Expenses</b>	180,430	185,843	191,418	197,161	203,076
<b>Net Income</b>	37,748	36,699	35,574	34,372	33,087
<b>Less Debt Service</b>	13,580	13,580	13,580	13,580	13,580
<b>Cash Flow</b>	24,168	23,119	21,994	20,792	19,507
<b>Debt Coverage Ratio</b>	2.78	2.70	2.62	2.53	2.44

	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Eff. Gross Income</b>	240,886	245,704	250,618	255,630	260,743
<b>Less Oper. Expenses</b>	209,168	215,443	221,906	228,563	235,420
<b>Net Income</b>	31,718	30,261	28,712	27,067	25,323
<b>Less Debt Service</b>	13,580	13,580	13,580	13,580	13,580
<b>Cash Flow</b>	18,138	16,681	15,132	13,487	11,743
<b>Debt Coverage Ratio</b>	2.34	2.23	2.11	1.99	1.86

	Year 11	Year 12	Year 13	Year 14	Year 15
<b>Eff. Gross Income</b>	265,958	271,277	276,702	282,237	287,881
<b>Less Oper. Expenses</b>	242,483	249,757	257,250	264,968	272,917
<b>Net Income</b>	23,475	21,520	19,452	17,269	14,965
<b>Less Debt Service</b>	13,580	13,580	13,580	13,580	13,580
<b>Cash Flow</b>	9,895	7,940	5,872	3,689	1,385
<b>Debt Coverage Ratio</b>	1.73	1.58	1.43	1.27	1.10

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**

Number of BINS:	3
-----------------	---

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).

**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.		10		1100 Mary Street Building A		Bristol	VA	24201				\$0	\$4,749,329	12/31/25	4.00%	\$189,973				\$0
2.		7		1100 Mary Street Building B		Bristol	VA	24201				\$0	\$3,324,530	12/31/25	4.00%	\$132,981				\$0
3.		6		1100 Mary Street Building C		Bristol	VA	24201				\$0	\$2,849,598	12/31/25	4.00%	\$113,984				\$0
4.												\$0				\$0				\$0
5.												\$0				\$0				\$0
6.												\$0				\$0				\$0
7.												\$0				\$0				\$0
8.												\$0				\$0				\$0
9.												\$0				\$0				\$0
10.												\$0				\$0				\$0
11.												\$0				\$0				\$0
12.												\$0				\$0				\$0
13.												\$0				\$0				\$0
14.												\$0				\$0				\$0
15.												\$0				\$0				\$0
16.												\$0				\$0				\$0
17.												\$0				\$0				\$0
18.												\$0				\$0				\$0
19.												\$0				\$0				\$0
20.												\$0				\$0				\$0
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

23 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$0

#####

\$436,938

\$0

\$0

Number of BINS: 3

**V. STATEMENT OF OWNER**

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The undersigned hereby acknowledges the following:

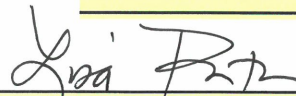
1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia 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 Goodson Hills, LLC

By:   
Its: Executive Director of Bristol Redevelopment and Housing Authority  
(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:	JAMES J. HINTON
Virginia License#:	0481015970
Architecture Firm or Company:	CORE ARCHITECTURE

By: 

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Its: VICE PRESIDENT

(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	Y	0 to 10	10.00
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>20.00</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	0.79%	Up to 40	1.59
d. Tax abatement on increase of property's value	N	0 or 5	0.00
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>11.59</b>

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			62.20
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. Provides approved resident services or eligible childcare services	N	0 or 15	0.00
e. Provides telephonic or virtual health services	N	0 or 15	0.00
f. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
g. Development will be Green Certified	N	0 or 10	0.00
h. Units constructed to meet Virginia Housing's Universal Design standards	22%	Up to 15	3.26
i. Developments with less than 100 low income units	Y	up to 20	20.00
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			<u>145.46</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$69,700	\$71,300

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	100.00%	Up to 15	15.00
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)	13.04%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	0.00%	Up to 50	0.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	52.17%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	52.17%	Up to 50	50.00
Total:			<u>90.00</u>

5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	Y	0 or 5	5.00
b. Experienced Sponsor - 3 developments in any state	N	0 or 15	0.00
c. Developer experience - life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per ite	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
k. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			<u>5.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	89.00
b. Cost per unit		Up to 100	0.26
Total:			<u>89.26</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	<u>0.00</u>
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	<u>0.00</u>
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	<u>0.00</u>
f. Team member with Diversity, Equity and Inclusion Designation	Y	0 or 5	<u>5.00</u>
g. Commitment to electronic payment of fees	Y	0 or 5	<u>5.00</u>
	Total:		<u><u>70.00</u></u>
400 Point Threshold - all 9% Tax Credits			<b>TOTAL SCORE:</b>
300 Point Threshold - Tax Exempt Bonds			<u><u>431.31</u></u>

**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	39.20
c. Sub metered water expense	5	0.00
d. Watersense labeled faucets, toilets and showerheads	3	3.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
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. % of renewable energy electric systems	10	0.00
s. New Construction: Balcony or patio	4	4.00
		<u>62.20</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>62.20</u></b>

X. Development Summary

Summary Information 2023 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Goodson Hills

Cycle Type: 4% Tax Exempt Bonds Credits Requested Credit Amount: \$436,938  
 Allocation Type: 0 Jurisdiction: Bristol City  
 Total Units: 23 Population Target: General  
 Total LI Units: 23  
 Project Gross Sq Ft: 36,652.00 Owner Contact: Lisa Porter  
 Green Certified? FALSE

**Total Score**  
431.31

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$188,759	\$8,207	\$5	\$13,580
Grants	\$4,915,385	\$213,712		
Subsidized Funding	\$70,000	\$3,043		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$5,519,617	\$239,983	\$151	62.59%
General Req/Overhead/Profit	\$772,746	\$33,598	\$21	8.76%
Other Contract Costs	\$101,416	\$4,409	\$3	1.15%
Owner Costs	\$1,384,336	\$60,189	\$38	15.70%
Acquisition	\$70,000	\$3,043	\$2	0.79%
Developer Fee	\$970,000	\$42,174	\$26	11.00%
<b>Total Uses</b>	<b>\$8,818,115</b>	<b>\$383,396</b>		

Total Development Costs	
Total Improvements	\$7,778,115
Land Acquisition	\$70,000
Developer Fee	\$970,000
<b>Total Development Costs</b>	<b>\$8,818,115</b>

Income		
Gross Potential Income - LI Units		\$234,600
Gross Potential Income - Mkt Unit:		\$0
Subtotal		\$234,600
Less Vacancy %	7.00%	\$16,422
<b>Effective Gross Income</b>		<b>\$218,178</b>

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$56,880	\$2,473
Utilities	\$30,000	\$1,304
Operating & Maintenance	\$51,650	\$2,246
Taxes & Insurance	\$35,000	\$1,522
<b>Total Operating Expenses</b>	<b>\$173,530</b>	<b>\$7,545</b>
Replacement Reserves	\$6,900	\$300
<b>Total Expenses</b>	<b>\$180,430</b>	<b>\$7,845</b>

Cash Flow	
EGI	\$218,178
Total Expenses	\$180,430
<b>Net Income</b>	<b>\$37,748</b>
Debt Service	\$13,580
<b>Debt Coverage Ratio (YR1):</b>	<b>2.78</b>

Proposed Cost Limit/Sq Ft: \$239  
 Applicable Cost Limit/Sq Ft: \$239  
 Proposed Cost Limit/Unit: \$380,353  
 Applicable Cost Limit/Unit: \$288,464

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	0
# of 2BR	0
# of 3BR	23
# of 4+ BR	0
<b>Total Units</b>	<b>23</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	3
50% AMI	0	9
60% AMI	23	11
>60% AMI	0	0
Market	0	0

Income Averaging? FALSE

Extended Use Restriction? 30

**Y. Efficient Use of Resources**

**Credit Points for 9% Credits:**

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.

Tax Exempt Deals are granted a starting point value greater than zero to allow for the nature of these deals.

Combined Max	\$436,938
Credit Requested	\$436,938
% of Savings	0.00%
Sliding Scale Points	89

**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 cost 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	\$8,748,115
Total Square Feet	36,652.00
Proposed Cost per SqFt	\$238.68
Applicable Cost Limit per Sq I	\$239.00
% of Savings	0.13%
Total Units	23
Proposed Cost per Unit	\$380,353
Applicable Cost Limit per Uni	\$288,464
% of Savings	-31.85%
Max % of Savings	0.13%
Sliding Scale Points	0.26



# Tab A:

Organizational Documents, developer fee agreement and Org Chart for this deal  
(MANDATORY)



**OPERATING AGREEMENT  
OF  
GOODSON HILLS, LLC**

THIS OPERATING AGREEMENT (the “Agreement”) of GOODSON HILLS, LLC, a Virginia limited liability company (the “Company”), is made and entered into this 25<sup>TH</sup> of January 2023, between the Company and BRISTOL HOPE, LLC, as the sole member of the Company (the “Member”).

**RECITALS**

A. The Member has caused the Company to be organized as a Virginia limited liability company in accordance with the Virginia Limited Liability Act, Chapter 12 of Title 13.1 of the Code of Virginia, 1950, as amended and in force from time to time (the “Act”).

B. The Member desires to execute this Agreement in order to set forth the terms and conditions under which the management, business and financial affairs of the Company will 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 undersigned hereby covenants and agrees as follows:

***Article One***

***Purpose, Powers and Duration of the Company***

1. *Purpose.* The Company’s purpose is to develop and operate A low-income housing project in the City of Bristol, Virginia known as Goodson Hills (the “Project”), and to engage in any and all related business activities. The Company may also engage in any other lawful business or activity for which a limited liability company may be organized under the Act.

2. *Powers.* The Company shall have all powers of a limited liability company organized under the Act and not proscribed by the Act, its Articles of Organization or this Agreement.

3. *Duration.* The duration of the Company shall be perpetual.

***Article Two***

***Name and Address of Initial Member***

1. *Name and Address.* The name, address and initial membership interest of the initial Member is as follows:

Bristol Hope, LLC  
120 Hope Lane  
Bristol, VA 24201  
100% membership interest

**Article Three**  
**Management by Sole Member**

1. *In General.*

(A) 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 under the direction of, the Member. Subject to the other provisions of this Agreement, the Member shall be entitled to make all decisions and take all actions for the Company, including the execution of all documents, agreements, certificates, and other writings in the name of, and on behalf of, the Company.

(B) The Member, at its discretion, may appoint one or more managers to execute documents or take such other actions as delegated to such manager by the Member. The Member may designate any manager with the title of a corporate officer, in which case such manager shall have the general powers and duties that such designated officer has in a Virginia corporation. The Member may, but is not required to, cause the Company to indemnify or eliminate the liability of any manager to the same extent as the Member is indemnified and his liability eliminated as set forth below.

2. *Indemnification.* The Company shall indemnify, defend and hold harmless the Member to the fullest extent permitted under the Act against any and all liability, damage, loss, cost or expense (including, without limitation, attorneys' fees) incurred by the Member arising out of any transaction or course of conduct relating to the business or affairs of the Company.

3. *Elimination of Liability.* In any proceeding brought in the right of the Company or by or on behalf of the Members of the Company, the damages assessed against a Member arising out of any transaction, occurrence, or course of conduct shall be completely eliminated unless the Member engaged in willful misconduct or a knowing violation of criminal law.

4. *Advances.* Expenses (including legal fees and expenses) of the Member (including its members, officers, directors, agents, employees and affiliates) incurred by the Member arising out of any transaction or course of conduct relating to the business or affairs of the Company may be paid by the Company in advance of the final disposition of any proceeding relating thereto.

**Article Four**  
**Contributions to the Company and Distributions**

1. *Member Capital Contributions.* The Member, upon execution of this Agreement, shall contribute capital to the Company, and the Company shall keep a record of the amount contributed.

2. *Distributions and Allocations.* All distributions of cash or other property, whether during the Company's operations or upon its dissolution (after payment or reserve for its liabilities) and all allocations of income, gain, loss deduction, credit and other tax items shall be made entirely to the Member.

**Article Five**  
**Miscellaneous Provisions**

1. *Governing Law.* This Agreement shall be construed, enforced and interpreted in accordance with the laws of the Commonwealth of Virginia without regard to conflict of laws provisions and principles thereof.

2. *Amendments.* No amendment or modifications of this Agreement shall be effective unless approved in writing by the Member.

3. *Construction.* Whenever the singular is used in this 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.

4. *Headings.* The headings in this 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 Agreement or any provision thereof.

5. *Heirs, 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 Agreement, their respective heirs, legal representatives, successors and assigns.


6. *Creditors.* None of the provisions of this Agreement shall be for the benefit or, or enforceable by, any creditor of the Company or its Member.

The undersigned agrees, acknowledges and certifies that the foregoing constitutes the sole and entire Operating Agreement of the Company, effective as of the date first written above.

MEMBER:

**BRISTOL HOPE, LLC**, a Virginia Limited Liability Company

By: **BRISTOL REDEVELOPMENT & HOUSING AUTHORITY**, its sole Member

By:   
Lisa Porter, Executive Director

COMPANY:

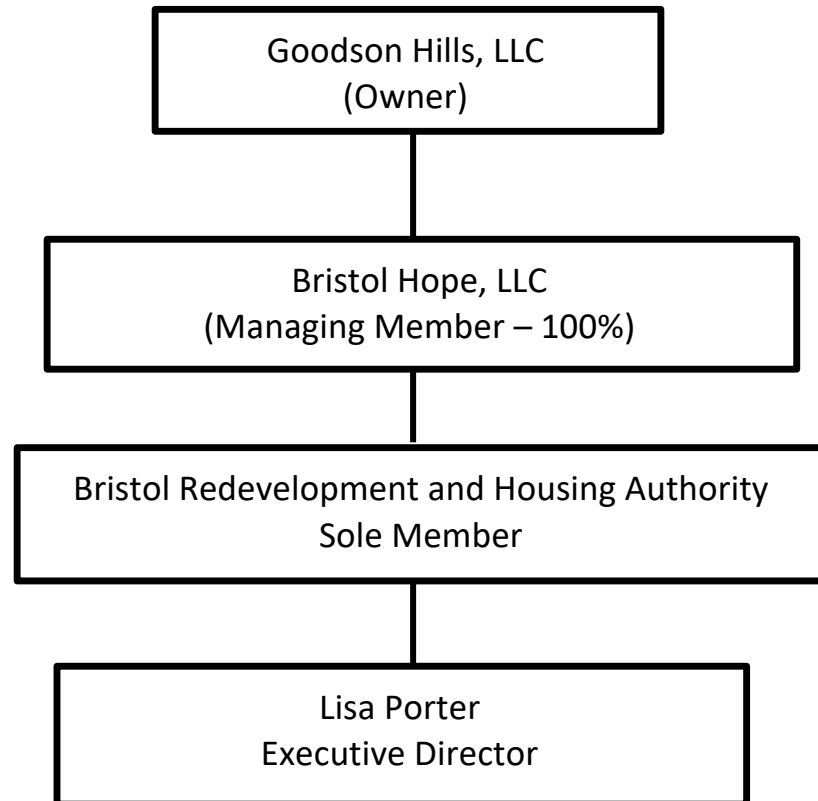
**GOODSON HILLS, LLC**, a Virginia Limited Liability Company

By: **BRISTOL HOPE, LLC**, a Virginia Limited Liability Company, its sole Member

By: **BRISTOL REDEVELOPMENT &  
HOUSING AUTHORITY**, its sole Member

By:   
Lisa Porter, Executive Director

# Goodson Hills Organizational Chart



## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") made as of July 17, 2023, by and between **Bristol Community Development LLC**, a Virginia limited liability company (the "Developer") and **Goodson Hills, LLC**, a Virginia limited liability company (the "Company").

### WITNESSETH:

WHEREAS, the Company has been formed to develop, construct, ground lease, maintain and operate certain property as low-income residential rental housing, to be known as Goodson Hills, to be located in the 1100 block of Mary Street in the City of Bristol Virginia (the "Project"); and

WHEREAS, the Project, following the completion of construction, 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.

**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 construction 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 of the Company ("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 construction 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 construction 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 the maintaining in full force and effect any and all governmental permits and approvals required for the lawful construction 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 construction 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 construction of 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 construction 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 similar 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 construction 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



construction 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 construction 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 of the Project ("Management Agent"), and the Developer and its employees, at all times until final completion of construction 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) To the extent applicable to the construction of the Project, comply with all 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 having jurisdiction over the Project. 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 construction of 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;

(x) Coordinate and administer the design and construction of all interior tenant improvements to the extent required under any leases or other occupancy agreements to be constructed or furnished by the Company with respect to the initial leasing of space in the Project, whether involving building standard or non-building standard work;

(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 construction 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 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 construction 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 \$25,000 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 \$25,000, 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 construction. 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 between the Company and the Management Agent ("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 Company Agreement.

### Section 4. Obligation To Complete Construction.

The Developer shall complete the construction of the Project or cause the same to be completed in a good and workmanlike manner, free and clear of all mechanic's, 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 loan and other documents governing the development and operation of the Project and in the plans and specifications for the Project.

Section 5. Development Amount.

As a fee for its services in connection with the development of the Project and the supervision of the construction/rehabilitation of the Project as set forth in Section 1 and elsewhere in this Agreement, the Developer shall be paid an amount (the "Development Amount") equal to nine-hundred and seventy thousand and No/100 Dollars (\$970,000.00). The Development Amount shall be deemed to have been earned as follows:

- (i) Twenty percent (20%) as of the date of this Agreement;
- (ii) Eighty percent (80%) upon substantial completion of the Project;

The Development Amount shall be paid from and only to the extent of the Company's available cash, in installments as follows:

- (i) Zero percent (0 %) on initial equity funding of the Project;
- (ii) Eighty percent (80%) upon substantial completion of the Project; and
- (iii) Twenty percent (20 %) upon achievement of 100 %occupancy for the Project.

Any installment of the Development Amount not paid when otherwise due hereunder shall be deferred without interest and shall be paid from next available cash, provided, however, that any unpaid balance of the Development Amount shall be due and payable in all events at the earlier of (i) the thirteenth anniversary of the date of this Agreement, or (ii) if the Project qualifies for Tax Credits under Code Section 42, then the end of the Project's compliance period.

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.

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 Partners and shall not inure to the benefit of any creditor of the Company other than a Partner, notwithstanding any pledge or assignment by the Company of this Agreement of any rights hereunder.

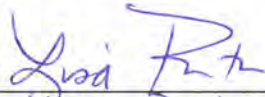
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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

COMPANY:


**Goodson Hills, LLC**, a Virginia limited liability company

By: Bristol Hope, LLC a Virginia limited liability company

By:   
Name: Lisa PORTER  
Title: Authorized Signatory

DEVELOPER:

**Bristol** Community Development LLC, a Virginia limited liability company

By:   
Name: J. Todd Musick  
Title: Sr. VP Operations & Development

# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, January 25, 2023

This is to certify that the certificate of organization of

### **Goodson Hills, 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: January 25, 2023



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)

## Appendices continued

### Previous Participation Certification

Development Name Goodson Hills

Name of Applicant (entity) Goodson Hills, 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
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

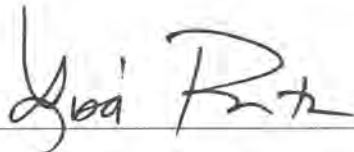
## Appendices continued

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.

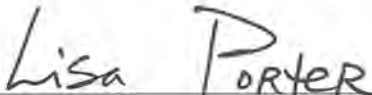
12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the participants was a principal in any multifamily rental property which 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.

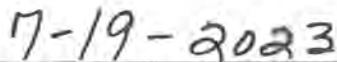
Failure to disclose information about properties which have been found to be out of compliance or any material misrepresentations are grounds for rejection of an application and prohibition against future applications.



Signature



Printed Name



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 GOODSON HILLS  
 Name of Applicant GOODSON HILLS, 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. 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.
3. List only tax credit development experience for the past 15 years.
4. Use separate pages as needed, for each principal.

Principal's Name Bristol Hope, LLC

Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\*  YES  NO

	Development Name and 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.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								

# Appendices continued

## List of LIHTC Developments (Schedule A)

Development Name GOODSON HILLS  
 Name of Applicant GOODSON HILLS, 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. 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.
3. List only tax credit development experience for the past 15 years.
4. Use separate pages as needed, for each principal.

Principal's Name Bristol Redevelopment and Housing Authority

Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\*     YES  NO

	Development Name and 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.	Sapling Grove, 802 and 804 Oakview Avenue, Bristol VA	Sapling Grove Apartments, LLC, 276-642-2001	N	26	26	6/12/08	3/24/09	N
2.								
3.	Village at Oakview, 401 Oakview Ave, Bristol VA	Village at Oakview, LLC, 276-642-2001	N	48	48	2/22/18	12/31/18	N
4.								
5.								
6.								
7.								
8.								

# **Tab E:**

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

Prepared by and Return to:  
Elliott Lawson & Minor, P.C.  
230 Piedmont Ave., Suite 300  
Bristol, VA 24201

Tax Map Reference Nos.: Part of 27-1-16-2; 27-1-16-3; 27-1-16-4; part of 27-1-16-5; 27-1-16-6; 27-1-16-7; 27-1-16-8; and part of 27-1-16-17.

THIS OPTION AGREEMENT, made and entered into this 17<sup>th</sup> day of July 2023, by and between BRISTOL REDEVELOPMENT & HOUSING AUTHORITY, Grantor, hereinafter referred to as "Owner," whose address is 120 Hope Lane, Bristol, VA 24201, and GOODSON HILLS, LLC, Grantee, hereinafter referred to as "Optionee," whose address is 120 Hope Lane, Bristol, VA 24201.

WITNESSETH:

WHEREAS, the Owner is the owner in fee simple absolute of the following real property, together with all improvements thereon and all rights and appurtenances thereunto pertaining, lying and being in the City of Bristol, Virginia, and particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

WHEREAS, the Optionee desires to enter into an option agreement for the purchase of the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree and covenant as follows:

1. In consideration of the sum of One and 00/100 Dollars (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged by the Owner, the Owner grants to the Optionee the sole and exclusive option to purchase the Property for a purchase price that shall be no less than \$70,000.00, but will be increased by a third party appraisal within six (6) months of the Closing.

2. The exercise of the option to purchase the Property shall be made by Optionee delivering written notice of the exercise of the option to Owner not later than 5:00 p.m. (Local time) on the 31<sup>st</sup> day of December 2024, at such place as Owner may designate herein for the delivery of notices. The written notice shall be deemed to have been delivered to Owner upon delivery of the written notice to Owner's last known address by either certified mail, return receipt requested, or by an overnight mail service. If Optionee does not exercise this Option Agreement by the aforesaid date, this option agreement shall be considered null, void and of no effect, unless the parties otherwise agree in a writing which must be recorded in the Clerk's Office of the Circuit Court for the City of Bristol, Virginia.

3. During this option period, and at any time prior to the settlement, Optionee may conduct an investigation of the Property at Optionee's expense. Owner shall cooperate reasonably with Optionee in Optionee's obtaining surveys, appraisals, title insurance, permits and licenses, environmental testing, and any other reasonable investigation undertaken by Optionee necessary for its use of the Property.



Optionee may terminate any obligation to purchase the Property at any time prior to settlement if (1) Optionee's investigation reveals pollutants or hazardous substances in, on or under the Property which would substantially impair or increase the cost of Optionee's ability to make use of the Property as intended by the Optionee; (ii) Optionee fails to obtain approvals from governmental agencies necessary to obtain financing for Optionee's intended use of the Property; (iii) Optionee does not obtain or continue to have an allocation of tax credits necessary to obtain financing for Optionee's intended use of the Property, or (iv) the Property is not zoned to permit Optionee's intended use of the Property.

4. In the event the Optionee exercises this option, the following provisions shall govern the settlement:

- a. At closing Owner shall deliver to Optionee a Special Warranty Deed conveying a good, marketable and insurable fee simple title to Optionee, free of all liens, encumbrances, and defects, and subject only to such restrictions, covenants and easements as shall now be of record which do not affect the use of the property for multi-family residential housing purposes, or render the title unmarketable. If a defect is found which is of such character that it can be remedied by legal action within a reasonable time, Owner shall, at Owner's expense, promptly take such action as is necessary to cure the defect. If said defect cannot be cured within a reasonable time, Optionee shall have the option of terminating any agreement to purchase the Property.
- b. The risk of loss by fire or other casualty is assumed by Owner until settlement.
- c. Optionee accepts the property in its present condition, "AS IS."
- d. Settlement shall take place within thirty (30) days of the exercise of this option by Optionee, at a place and time determined by mutual agreement between the Owner and Optionee.
- e. Owner shall pay the expense of preparing the deed and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Optionee in connection with the settlement, including, but not limited to, title examination, insurance premiums, survey costs, engineering and other study costs, recording costs, loan document preparation fees, and the fees of Optionee's Attorney shall be borne by Optionee. All taxes and assessments shall be pro-rated between the parties as of the date of settlement.
- f. The parties hereby represent to each other that no real estate agent or broker was involved in this transaction and each agrees to hold the other harmless from any claim for a commission by reason of any action on their part.
- g. The provisions contained in this agreement shall not merge with the deed conveying the Property, but shall survive the execution and delivery of the deed.

5. Optionee represents and warrants that the intended use of the Property is to provide housing to low-income and very low-income families, and that it will comply with all provisions of Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. § 42), as amended.

6. Exclusive Option: Until such time as this Option is terminated, Owner shall not market, sell, offer for sale, negotiate with respect to, or otherwise deal in, the sale, lease or other transfer of the Property or of any interest therein, or of any interest in the Owner or any other entity holding a legal or beneficial interest in the Property.

7. Notices and other correspondence regarding this option agreement shall be delivered to the following addresses, or to such other or additional addresses as the parties may designate in writing:

Owner: Bristol Redevelopment & Housing Authority  
120 Hope Lane  
Bristol, VA 24201

Optionee: Goodson Hills, LLC  
120 Hope Lane  
Bristol, VA 242010

8. This option agreement shall be binding upon and inure to the benefit of the respective heirs, executors, personal representatives, successors in interest, and assigns of the parties.

9. This agreement represents the entire understanding between the parties, and there are no collateral or oral agreements or understandings, and this agreement shall not be modified unless in writing of equal formality signed by both parties.

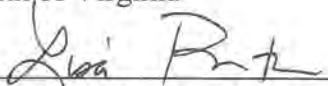
10. This agreement shall be construed according to the laws of the Commonwealth of Virginia.

11. Upon the request of Optionee, the Owner and Optionee shall execute a Memorandum of Option Agreement. Optionee may record the memorandum in the appropriate Circuit Court Clerk's Office at Optionee's expense. In the event this Option Agreement is not timely exercised, or in the event that the Option Agreement is terminated, Optionee shall, upon Owner's written request, promptly execute a release of any Memorandum of Option Agreement, such release to be in recordable form.

Witness our signatures and seals:

OWNER:

**BRISTOL REDEVELOPMENT & HOUSING  
AUTHORITY**, a political subdivision of the  
Commonwealth of Virginia

By:   
Lisa Porter, Executive Director

COMMONWEALTH OF VIRGINIA  
CITY OF BRISTOL

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July 2023, by Lisa Porter, Executive Director of Bristol Redevelopment & Housing Authority, a political subdivision of the Commonwealth of Virginia, on behalf of **Bristol Redevelopment & Housing Authority**.

Enola J. Cardwell  
Notary Public



My Commission expires: Nov. 30, 2023  
Registration No. 337293

OPTIONEE:

**GOODSON HILLS, LLC**, a Virginia Limited Liability Company

By: **BRISTOL HOPE, LLC**, a Virginia Limited Liability Company, its sole Member

By: **BRISTOL REDEVELOPMENT & HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia, its sole Member

By: Lisa Porter  
Lisa Porter, Executive Director

COMMONWEALTH OF VIRGINIA  
CITY OF BRISTOL

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July 2023, by Lisa Porter, Executive Director of Bristol Redevelopment & Housing Authority, a political subdivision of the Commonwealth of Virginia, the sole member of Bristol Hope, LLC, a Virginia limited liability company, which is the sole member of Goodson Hills, LLC, a Virginia limited liability company, on behalf of **Goodson Hills, LLC**.

Enola J. Cardwell  
Notary Public



My Commission expires: Nov. 30, 2023  
Registration No. 337293

## Exhibit A

### Legal Description

#### West Mary Street:

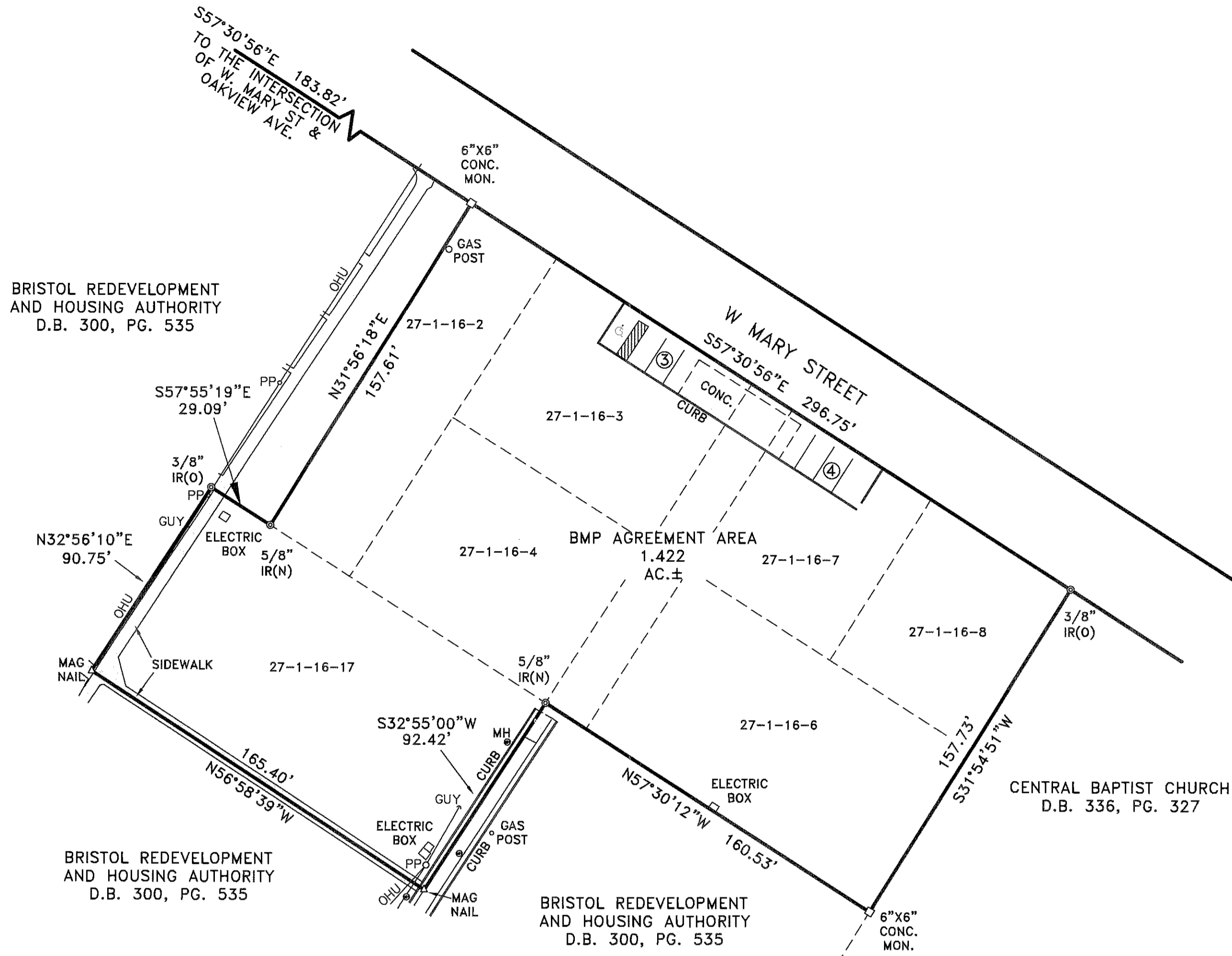
That certain lot or parcel of land, situate in the City of Bristol, Virginia, and more particularly described as follows:

BEGINNING at a 6"x6" concrete monument at a point on the southern right of way line of West Mary Street S57°30'56"E, 183.82 feet from the intersection of the easterly boundary line of Oakview Avenue with the southerly boundary line of West Mary Street; thence the following eight (8) calls: (1) with the southern right way line of West Mary Street S57°30'56"E, 296.75 feet to a 3/8" iron rod (old), said iron rod being the northwest corner of the Central Baptist Church lands (Deed Book 336, Page 327); (2) thence leaving the southern right of way line of West Mary Street and with the line of the Central Baptist Church lands, S31°54'51"W, 157.73 feet to a 6"x6" concrete monument; (3) thence leaving the Central Baptist Church lands N57°30'12"W, 160.53 feet to a 5/8" iron rod (new); (4) thence S32°55'00"W, 92.42 feet to a mag nail; (5) thence N56°58'39"W, 165.40 feet to a mag nail; (6) thence N32°56'10"E, 90.75 feet to a 3/8" iron rod (old); (7) thence S57°55'19"E, 29.09 feet to a 5/8" iron rod (new); (8) thence N31°56'18"E, 157.61 feet to the POINT OF BEGINNING, containing 1.422 acres and being the parcel shown on a survey dated July 15, 2021 prepared by Tim Lingerfelt, PLS and entitled "Plat Showing the BMP Agreement Area Delineated For the Bristol Redevelopment and Housing Authority Johnson Court Apartments Off Site Stormwater Management Facility" (Job No. 21-12336), and BEING parcel No. three (3) and a portion of parcel No. six (6) in the Declaration of Trust recorded in Deed Book 300, page 535.

Tax Map Nos. 27-1-16-3, 4, 6, 7, 8 and part of 2, 5 & 17.

Parcel_No	Map	Double	Single	Lot	Acreage	SqFt_Asses	Sq_Ft	Acre_Price	ZONING_PRI	F_LRSN	ACCT_NO	PROP_ADDR	PROP_CITY	PROP_ST	PROP_ZIP	NBHD	PROP_CLASS	LAND_VALUE	BLDG_VALUE	TOT_VALUE	SALE_DATE	SALE_PRICE	
27-1-15-3	27	1	15	3		0.13	\$1.71	5544.12	\$3,372,198.79	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-15-35	27	1	15	35		0.12	\$1.71	5414.07	\$3,435,738.03	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-17-20	27	1	17	20		0.28	\$1.71	12338.85	\$1,515,204.13	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-17-3	27	1	17	3		0.29	\$1.71	12769.11	\$1,464,148.93	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-17-10	27	1	17	10		0.11	\$1.71	4580.96	\$4,081,212.02	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-17-12	27	1	17	12		0.14	\$1.71	6169.42	\$3,030,408.71	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-15-33	27	1	15	33		0.15	\$1.71	6330.00	\$2,953,535.09	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-15-7	27	1	15	7		0.14	\$1.71	6209.76	\$3,010,722.22	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-17-11	27	1	17	11		0.15	\$1.71	6494.24	\$2,878,841.49	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-15-6	27	1	15	6		0.15	\$1.71	6503.19	\$2,879,342.85	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-17-8	27	1	17	8		0.06	\$1.71	2427.02	\$7,703,233.18	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-16-2	27	1	6	2		0.23	\$1.71	10136.86	\$1,844,345.36	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-15-32	27	1	15	32		0.16	\$1.71	7016.04	\$2,664,734.86	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-17-7	27	1	17	7		0.07	\$1.71	3166.18	\$5,904,871.82	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-16-17	27	1	6	17		1.16	\$1.71	50453.68	\$370,555.26	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-16-16	27	1	6	16		0.30	\$1.71	12998.82	\$1,438,275.27	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-16-4	27	1	16	4		0.17	\$1.71	7404.10	\$2,525,069.98	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-16-15	27	1	6	15		0.09	\$1.71	3749.91	\$4,985,685.08	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-15-29	27	1	15	29		0.08	\$1.71	3369.86	\$2,460,971.29	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-16-8	27	1	6	8		0.11	\$1.71	4612.51	\$4,053,295.02	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-16-7	27	1	16	7		0.10	\$1.71	4191.54	\$4,460,379.02	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-15-31	27	1	15	31		0.30	\$1.71	13236.04	\$1,409,641.95	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-16-6	27	1	6	6		0.19	\$1.71	8439.24	\$2,215,351.86	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-16-3	27	1	6	3		0.17	\$1.71	7352.40	\$2,542,827.71	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-15-4	27	1	15	4		0.11	\$1.71	5004.03	\$3,736,167.23	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-15-5	27	1	15	5		0.12	\$1.71	5201.97	\$3,593,996.05	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-17-6	27	1	17	6		0.10	\$1.71	4282.23	\$4,365,918.04	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-17-5	27	1	17	5		0.11	\$1.71	4900.05	\$3,815,442.48	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-16-1	27	1	6	1		0.59	\$1.71	25642.72	\$729,091.14	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-15-34	27	1	15	34		0.57	\$1.71	24774.39	\$754,645.17	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-15-8	27	1	15	8		0.21	\$1.71	8937.32	\$2,097,617.72	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-17-4	27	1	17	4		0.10	\$1.71	4413.89	\$4,235,687.91	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-16-5	27	1	6	5		0.26	\$1.71	11362.76	\$1,645,364.13	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-15-9	27	1	15	9		0.09	\$1.71	3970.66	\$4,708,507.03	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-15-10	27	1	15	10		0.04	\$1.71	1707.80	\$4,662,148.51	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-17-2	27	1	17	2		0.94	\$1.71	41149.21	\$454,343.50	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-17-9	27	1	17	9		0.18	\$1.71	7797.09	\$2,397,800.68	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		
27-1-17-1	27	1	17	1		0.45	\$1.71	19643.21	\$951,772.93	R-4	1936	39021	OAKVIEW AVE	BRISTOL	VA	24201	2	74	650000	0	650000		

8.72  
2.39



**LEGEND**

CONC.	CONCRETE
MON.	MONUMENT
IR(N)	IRON ROD (NEW)
IR(O)	IRON ROD (OLD)
N.T.S.	NOT TO SCALE
D.B.	DEED BOOK
PG.	PAGE
PP	POWER POLE
MH	MANHOLE
OHU	OVERHEAD UTILITY
AC.	ACRES

BRISTOL REDEVELOPMENT AND HOUSING AUTHORITY  
D.B. 300, PG. 535

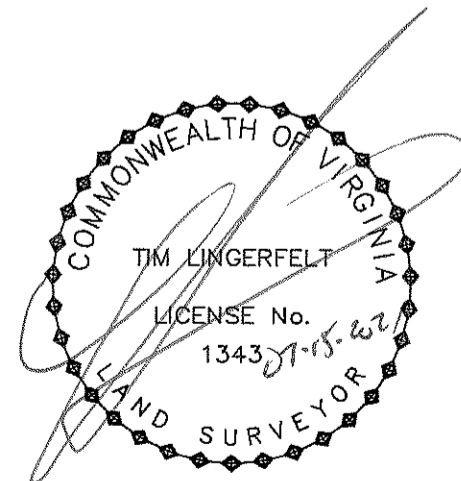
BRISTOL REDEVELOPMENT AND HOUSING AUTHORITY  
D.B. 300, PG. 535

BRISTOL REDEVELOPMENT AND HOUSING AUTHORITY  
D.B. 300, PG. 535

CENTRAL BAPTIST CHURCH  
D.B. 336, PG. 327

**NOTES:**

- 1) NORTH BASED ON BRHA RICE TERRACE AS-BUILT SURVEY BY NELSON ELAM DATED 04-23-2012.
- 2) PROPERTY IS ZONED R-4 (HIGH DENSITY MULTI-FAMILY).
- 3) THIS IS TO CERTIFY THAT I HAVE CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 5100220008D EFFECTIVE DATE FEBRUARY 4, 2004 AND FOUND THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.
- 4) JOB NO. 21-12336
- 5) ACAD FILE 21-12336 MUSICK-BRHA.DWG
- 6) FIELD INFORMATION ELECTRONIC DATA COLLECTED
- 7) DEED REFERENCE: D.B. 300, PG. 535.
- 8) THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS, COVENANTS, OR RESTRICTIONS EITHER WRITTEN OR UNWRITTEN
- 9) THE PURPOSE OF THIS PLAT IS TO DELINEATE THE ENTIRE PARCEL SHOWN AS A BMP AGREEMENT FOR JOHNSON COURT APARTMENTS.
- 10) THIS PLAT IS NOT A SUBDIVISION OF PROPERTY
- 11) THIS DELINEATED AREA MUST REMAIN AS "PERVIOUS COVER" AS DEFINED BY THE VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY.



PLAT SHOWING THE BMP AGREEMENT AREA DELINEATED FOR THE BRISTOL REDEVELOPMENT AND HOUSE AUTHORITY JOHNSON COURT APARTMENTS OFF SITE STORMWATER MANAGEMENT FACILITY.

LOCATED IN THE CITY OF BRISTOL, VIRGINIA

**PROPERTY OWNER ADDRESS**

BRISTOL REDEVELOPMENT & HOUSING AUTHORITY  
809 EDMOND STREET  
BRISTOL, VA 24201  
ZONED R-4

SCALE: 1" = 40'

DATE: 07-15-2021

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

THE PLATTING AND DEDICATION OF BMP AGREEMENT AREA SUBDIVISION IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.  
DATE \_\_\_\_\_ OWNER \_\_\_\_\_  
DATE \_\_\_\_\_ OWNER \_\_\_\_\_  
STATE OF \_\_\_\_\_ CITY OR COUNTY OF \_\_\_\_\_  
THIS PLAT WAS ACKNOWLEDGED BY THE OWNERS BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ (NOTARY). MY COMMISSION EXPIRES \_\_\_\_\_.

**CERTIFICATE OF ACCURACY**

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE SUBDIVISION ORDINANCE OF BRISTOL, VIRGINIA AND THAT THE MONUMENTS HAVE BEEN PLACED HEREON.  
DATE 07-15-21 SURVEYOR TIM LINGERFELT  
CLS # 1343 SCALE: 1" = 40'  
TAX MAP # 27 SUBDIVISION # \_\_\_\_\_  
BLOCK # \_\_\_\_\_ SHEET 1 OF 1

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS CORRECT AND COMPLIES WITH THE MINIMUM PROCEDURES AND STANDARDS ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS AND CERTIFIED LANDSCAPE ARCHITECTS.

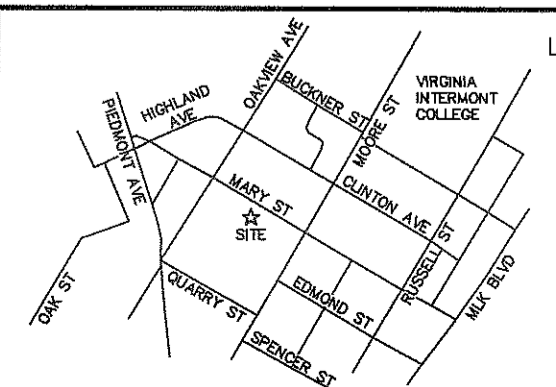
07-15-2021  
DATE

[Signature]  
SIGNATURE  
KINGSPORT, TENNESSEE

**SOURCE OF TITLE**

DEED REFERENCE: D.B. 300, PG. 535  
CITY OF BRISTOL, VIRGINIA  
TAX NO. 27-1-16-  
ALL OF 3, 4, 6-8 AND PART OF 2, 5, & 17

**LOCATION MAP**  
N.T.S.



**TIM LINGERFELT, PLS**  
243 E Market Street Kingsport, Tennessee 37660

# **Tab F:**

RESNET Rater Certification (MANDATORY)

## RESNET Rater Certification of Development Plans

Deal Name \_\_\_\_\_

Deal Address \_\_\_\_\_

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 Viridian's 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.





**Final RESNET Rate: Certification of Development**

I certify that the development incorporates all items for the required baseline energy performance as indicated in Virginia’s Qualified Allocation Plan (QAP).

I certify that the energy data entered into any system was not entered in by another party.

I certify the development has obtained the measurement as indicated below.

**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.

\_\_\_\_\_ **Rehabilitation** – 30% performance increase over existing, based on HERS Index;  
**Or** Must evidence a HERS Index of 80 or better.

Beginning HERS rating \_\_\_\_\_

Final HERS rating \_\_\_\_\_

\_\_\_\_\_ **Adaptive Reuse** – Must evidence a HERS Index of 95 or better.

**Additional Optional Certifications**

I certify the development has met all the requirements of the certification chosen below and all data was not entered or submitted by another party.

\_\_\_\_\_ **Earthcraft Certification:** The development’s has obtained the EarthCraft Certification of \_\_\_\_\_ (level).

\_\_\_\_\_ **LEED Certification:** The development has obtained the Green Building Council LEED certification. \_\_\_\_\_ (level)

\_\_\_\_\_ **National Green Building Standard (NGBS):** The development has been certified to the NGBS standards and received certification.

\_\_\_\_\_ **Enterprise Green Communities:** The development has been certified as an Enterprise Green Community. \_\_\_\_\_ (level)

Date: \_\_\_\_\_ Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_  
RESNET Rater

Signature \_\_\_\_\_

My notary seal is affixed below: Signature \_\_\_\_\_

Notary Public \_\_\_\_\_ The foregoing instrument was acknowledged  
My commission expires \_\_\_\_\_ before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_  
My notary registration number is \_\_\_\_\_ by \_\_\_\_\_.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-08

Registry ID:

Ekotrope ID: vpO6bXyd

## HERS® Index Score:

# 62

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$875

\*Relative to an average U.S. home

## Home:

Mary Street and Moore Street  
Bristol, VA 24201

## Builder:

**This home meets or exceeds the criteria of the following:**

ENERGY STAR v3.1

ENERGY STAR v3

## Rating Completed by:

**Energy Rater:** Stacey Smith

RESNET ID: 2279319

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

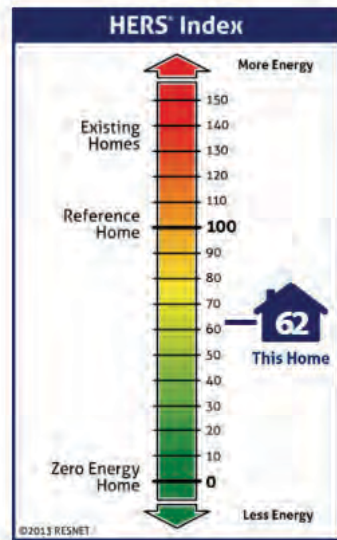
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater

Digitally signed: 3/10/23 at 3:34 PM



## Home Feature Summary:

Home Type:	Townhouse, inside unit
Model:	ADA, Corner
Community:	N/A
Conditioned Floor Area:	1,629 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	4.57 ACH50
Ventilation:	60 CFM • 85 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Attic, R-50
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-08

Registry ID:

Ekotrope ID: dxmVoZwv

## HERS® Index Score:

# 62

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$800

\*Relative to an average U.S. home

## Home:

Mary Street and Moore Street  
Bristol, VA 24201

## Builder:

**This home meets or exceeds the criteria of the following:**

ENERGY STAR v3.1

ENERGY STAR v3

## Rating Completed by:

**Energy Rater:** Stacey Smith

RESNET ID: 2279319

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

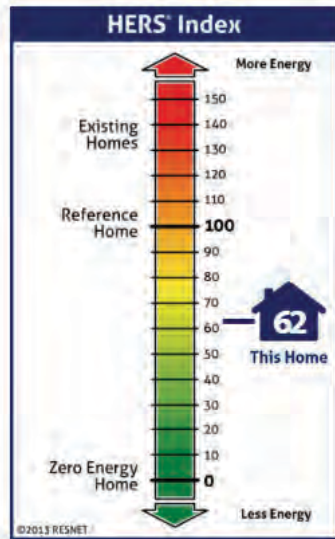
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater

Digitally signed: 3/10/23 at 3:34 PM



## Home Feature Summary:

Home Type:	Townhouse, end unit
Model:	ADA, End
Community:	N/A
Conditioned Floor Area:	1,474 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	4.63 ACH50
Ventilation:	45 CFM • 85 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Attic, R-50
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-08

Registry ID:

Ekotrope ID: dq3bzb92

## HERS® Index Score:

# 63

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$862

\*Relative to an average U.S. home

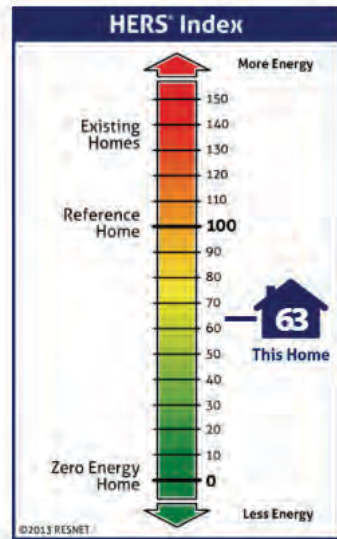
## Home:

Mary Street and Moore Street  
Bristol, VA 24201

## Builder:

**This home meets or exceeds the criteria of the following:**

ENERGY STAR v3



## Home Feature Summary:

Home Type:	Townhouse, inside unit
Model:	Corner
Community:	N/A
Conditioned Floor Area:	1,603 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	4.59 ACH50
Ventilation:	60 CFM • 85 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Attic, R-50
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith

RESNET ID: 2279319

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater

Digitally signed: 3/10/23 at 3:34 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-08

Registry ID:

Ekotrope ID: 23JZajOv

## HERS® Index Score:

# 64

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$834

\*Relative to an average U.S. home

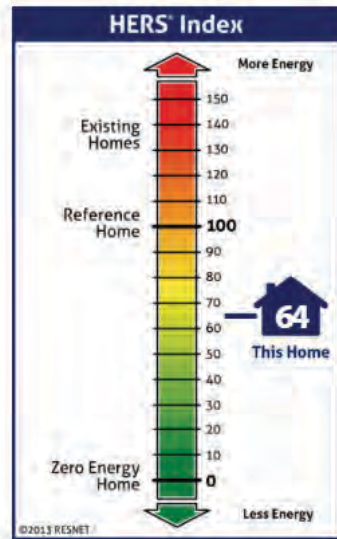
## Home:

Mary Street and Moore Street  
Bristol, VA 24201

## Builder:

**This home meets or exceeds the criteria of the following:**

ENERGY STAR v3



## Home Feature Summary:


Home Type:	Townhouse, end unit
Model:	Standard, End
Community:	N/A
Conditioned Floor Area:	1,633 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	4.5 ACH50
Ventilation:	60 CFM • 85 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Attic, R-50
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

  
Stacey Smith, Certified Energy Rater  
Digitally signed: 3/10/23 at 3:34 PM





Project Name: Goodson Hills  
Construction Type: New Construction  
Energy Efficiency Path: ENERGY STAR

Unit Type	Quantity	HERS	ENERGY STAR Target
Goodson Hills- Standard, End	19	64	64
Goodson Hills- Corner	2	63	64
Goodson Hills- ADA, Corner	2	62	64
<b>Projected Project HERS - Weighted Average</b>		<b>63</b>	

# **Tab G:**

Zoning Certification Letter (MANDATORY)





**CITY OF BRISTOL, VIRGINIA**  
**COMMUNITY DEVELOPMENT DEPARTMENT**  
300 LEE STREET  
BRISTOL, VIRGINIA 24201  
(276) 645-7470

## Zoning Certification

**DATE:** July 17, 2023

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

**RE:** ZONING CERTIFICATION

Name of Development: Goodson Hills

Name of Owner/Applicant: Goodson Hills LLC

Name of Seller/Current Owner: Goodson Hills 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 credits available under VHDA's Qualified Allocation Plan.

### DEVELOPMENT DESCRIPTION:

Development Address:

1100 Block Mary Street, Bristol, VA 24201

Legal Description:

See attached sheet for full legal description.

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>23</u>	# Units	<u>3</u>	# Buildings	<u>32,950</u>	Approx. Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	<u>      </u>	# Units	<u>      </u>	# Buildings	<u>      </u>	Approx. Total Floor Area Sq. Ft.
<input type="checkbox"/> Rehabilitation:	<u>      </u>	# Units	<u>      </u>	# Buildings	<u>      </u>	Approx. Total Floor Area Sq. Ft.

## Zoning Certification, cont'd

Current Zoning: 1100 Block Mary Street: R-4 allowing a density of 29 units per acre, and the following other applicable conditions: See attached pages from Bristol City regulations.

---

Other Descriptive Information:  
Goodson Hills will consist of 23 new townhouse-style residential housing units located in # Bristol, VA. All units will be three bedroom, two bath, two-story units. Of the 23 new houses five will be ADA compliant.

---

### 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

Jay Detrick

Digitally signed by Jay Detrick  
Date: 2023.07.17 13:55:04 -04'00'

Printed Name

Community Development Director

Title of Local Official or Civil Engineer

276-645-3784

Phone:

7/17/2023

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.

### **1100 Block Mary Street:**

That certain lot or parcel of land, situate in the City of Bristol, Virginia, and more particularly described as follows:

BEGINNING at a 6"x6" concrete monument at a point on the southern right of way line of West Mary Street S57°30'56"E, 183.82 feet from the intersection of the easterly boundary line of Oakview Avenue with the southerly boundary line of West Mary Street; thence the following eight (8) calls: (1) with the southern right way line of West Mary Street S57°30'56"E, 296.75 feet to a 3/8" iron rod (old), said iron rod being the northwest corner of the Central Baptist Church lands (Deed Book 336, Page 327); (2) thence leaving the southern right of way line of West Mary Street and with the line of the Central Baptist Church lands, S31°54'51"W, 157.73 feet to a 6"x6" concrete monument; (3) thence leaving the Central Baptist Church lands N57°30'12"W, 160.53 feet to a 5/8" iron rod (new); (4) thence S32°55'00"W, 92.42 feet to a mag nail; (5) thence N56°58'39"W, 165.40 feet to a mag nail; (6) thence N32°56'10"E, 90.75 feet to a 3/8" iron rod (old); (7) thence S57°55'19"E, 29.09 feet to a 5/8" iron rod (new); (8) thence N31°56'18"E, 157.61 feet to the POINT OF BEGINNING, containing 1.422 acres and being the parcel shown on a survey dated July 15, 2021 prepared by Tim Lingerfelt, PLS and entitled "Plat Showing the BMP Agreement Area Delineated For the Bristol Redevelopment and Housing Authority Johnson Court Apartments Off Site Stormwater Management Facility" (Job No. 21-12336), and BEING parcel No. three (3) and a portion of parcel No. six (6) in the Declaration of Trust recorded in Deed Book 300, page 535.  
Tax Map Nos. 27-1-16-3, 4, 6, 7, 8 and part of 2, 5 & 17.

---

## Sec. 50-22. Districts and purposes.

The general purposes of this article are to promote the health, safety, convenience, order, prosperity, and general welfare of the people of the city. For the purpose of this article, the city is hereby divided into the districts designated below which are shown on the zoning map. The districts have been designated after consideration of the character of each district, its suitability for particular uses and its relation to the future land use plan for the city. It is the intent of this article to conserve the value of buildings; encourage the most appropriate use of land throughout the city; reduce congestion in the streets; provide adequate light and air; prevent the overcrowding of land; and facilitate adequate provisions of transportation, water, sewer, schools, and parks, to the end that this city may become a better city in which to live.

- (1) *Single-family residential—Limited (R-1A)*. The purpose of this district is to protect single-family uses in areas of established development with lots of at least 15,000 square feet in size.
- (2) *Single-family residential—General (R-1)*. The purpose of this district is to provide low-density, single-family residential uses in protected surroundings. This district is intended to be located away from the center of the city where the environment is conducive to this type of use and more suburban in nature. Development in this district is encouraged to preserve natural features, allow flexibility in subdivision development planning and provide distinctive developments in conformity with existing residential patterns.
- (3) *Single- and two-family residential (R-2)*. The purpose of this district is to provide areas for the development of moderate-density residential uses and structures in moderately spacious surroundings. This district is to be located in the intermediate portions of the city where a protected environment suitable for moderate-density residential uses can be provided and in established moderate-density residential areas to ensure their continuance.
- (4) *Moderate-density residential (R-3)*. The purpose of this district is to provide areas for the development of moderate-density residential uses and structures in moderately spacious surroundings. This district is to be located in the intermediate portions of the city where a protected environment suitable for moderate-density residential uses can be provided, and in established moderate-density residential areas, to ensure their continuance. This district is also appropriate on a smaller scale in the suburban portions of the city as a transitional or buffer zone between low-density residential districts and commercial districts, industrial districts or major transportation arteries, and other uses that are not compatible with a low-density residential environment. This district allows for single-family attached dwellings or townhouses (through the townhouse development standards) connected horizontally with compacted front, rear, and side yards, and typically having their own entry from the street or sidewalk.
- (5) *High-density multi-family residential (R-4)*. The purpose of this district is to provide for the development of moderate- to high-density residential uses and structures in areas with adequate community facilities, public utilities, and other public services. This district is appropriate for apartment buildings, condominiums, and townhouses. It is intended that large-scale use of this district be confined to the intermediate and central portions of the city.
- (6) *Golf course residential district (GCR)*. The purpose of this district is to provide a protected area for golf course and residential development connected with a golf course, including both detached and attached single-family dwellings.
- (7) *Manufactured home park residential (R-MH)*. The purpose of this district is to provide for needed and properly planned mobile home parks in which spaces are offered on a rental or lease basis for owner or tenant occupied mobile homes. These districts may be located only in such areas as will not adversely affect the established residential subdivisions and residential densities in the city. Such location shall

---

have necessary public services, a healthful living environment and normal amenities associated with residential districts of the city.

- (8) *Neighborhood business district (B-1)*. The purpose of this district is to provide attractive areas for the medium-density development of office buildings and restricted commercial uses. This district encourages high quality office-type development and neighborhood-type stores, services, and commercial centers compatible with residential development in a protected environment catering to the everyday needs of a limited residential area.
- (9) *Central business district (B-2)*. The purpose of this district is to provide for the preservation of retail and commercial enterprise in the central business district that serves the entire city and the surrounding area. It is for those uses which require a central location and which provide businesses and services to be used by the entire community and its surrounding area.
- (10) *General business district (B-3)*. The purpose of this district is to provide a place for business uses that do not require a central location. It shall provide areas for the development of retail and personal-service commercial, community and regional shopping centers of integrated design and high-density development of commercial businesses in certain areas adjacent to major transportation arteries or thoroughfares within the city.
- (11) *Office and institutional (O-I)*. The purpose of this district is to provide relatively quiet, attractive, and spacious areas for the development of office and institutional uses that do not generate substantial volumes of vehicular traffic.
- (12) *Light industrial district (M-1)*. The purpose of this district is to provide for the development of commercial and light manufacturing industries, which do not have large space requirements and do not generate odors, smoke, fumes, or excessive noise. This district is also for warehousing and storage. A court of record must not have declared such use a nuisance.
- (13) *General industrial district (M-2)*. The purpose of this district is to provide areas for development of heavy industrial uses that have extensive space requirements and/or generate substantial amounts of noise, vibrations, odors, or possess other characteristics that may be detrimental, hazardous, or otherwise offensive and incompatible with other land uses.
- (14) *Agricultural (A)*. This district is to protect rural, open type uses, including farming operations within the corporate limits. It allows for an orderly transition from the open rural uses to the more intensive urban uses as the need occurs. Domestic water and sewage facilities, police and fire protection, and other services necessary to accommodate urban type development already exist in the area or can be economically extended as urbanization takes place.
- (15) *Floodplain district (F)*. These districts are established to meet the needs of Beaver Creek, Little Creek, and other streams and drainage ways designated by the Federal Emergency Management Agency to carry abnormal flows of water in time of flood; to prevent encroachments in the districts which will increase flood height and damage; and to prevent the loss and excessive damage to property in the areas of greatest flood hazard.
- (16) *Historic overlay district (HO)*. This district is established in accordance with Code of Virginia, § 15.2-2306 to protect and enhance valuable historic resources of the city. The purpose of the district is to encourage preservation and rehabilitation of historic structures and prevent loss of irreplaceable historic resources and diminishment of the city's historic districts. Protection of historic resources enhances tourism and economic opportunities, preserves property values, contributes to more attractive neighborhoods, and implements the objectives of the city comprehensive plan.
- (17) *Economic development overlay districts*. These districts serve to further enhance investment and development in these designated areas, but do not change the underlying zoning district.

- 
- a. The purpose of the arts and entertainment district is to promote mixed use and commercial development that expands the presence of and enhances the arts, culture, and entertainment within the district.
  - b. The purpose of the tourism zone overlay is to promote investment in the tourism industry through economic incentives and regulatory flexibility for eligible businesses that attract visitors.
  - c. The purpose of the enterprise zone is to stimulate business and industrial growth by means of incentives for real property investment and job creation, particularly in older areas of the city that have experienced loss of jobs and are in need of new capital investment.
- (18) *Planned unit development district (PUD)*. The purpose of the planned unit development is to provide more desirable environments through the application of flexible and diversified land development standards under a master plan. The PUD is to encourage the appropriate mix of residential and commercial/office uses in a unified development with an interconnected system of roads, sidewalks, and paths. Benefits of a PUD include proximity of living units to employment, less infrastructure costs, more efficient provision of services, less environmental impact, and provision of attractive housing opportunities and amenities.
- (19) *Flexible redevelopment district (FRD)*. The purpose of this district is to encourage the creative redevelopment of certain previously-developed properties by allowing a mix of compatible land uses in conformity with the city comprehensive plan and with an approved site plan. This may entail the re-use of existing structures or the redevelopment of former commercial or industrial sites for new construction, or a combination of both activities. The intent is to rejuvenate economic activity to relatively large tracts that have been vacant, thereby providing jobs and increased tax base.
- (20) *Railroad zone (RR)*. The purpose of this district is to delineate all properties owned by the railroad and used for rail transportation purposes and closely related uses.

(Ord. No. 20-4, 11-24-20)

Mary Street Zoned R-4



**Sec. 50-31. Residential districts.**

The following chart lists types of residential land uses and those permitted by right and those permitted with a special use permit by the process prescribed in division 14. Unless otherwise allowed by this article, any uses not listed are prohibited. Accessory uses not listed and as defined in division 18 are permitted in every district subject to the standards in section 50-134. Standards for the manufactured home park residential district are contained in section 50-119:

(1) *R-1A zone—Single-family residential—Low density.*

Permitted by Right		Permitted with Special Use Permit
RESIDENTIAL		RESIDENTIAL
Single-Family Dwelling Group Home Accessory Uses, as regulated in § 50-134	Home Occupation as regulated in § 50-133 Temporary Family Health Care Structure Gardening Agricultural uses as regulated in § 50-136	
COMMUNITY OR CIVIC USES		COMMUNITY OR CIVIC USES
Community Gardens Public Park/Playground Utilities, Minor	Municipal, state, federal uses, including public schools Church or place of worship Cemetery	Day Care Center Private School Community Center

(2) *R-1 zone—Single-family residential.*

Permitted by Right		Permitted with Special Use Permit
RESIDENTIAL		RESIDENTIAL
Single-Family Dwelling Group Home Accessory Uses, as regulated in § 50-134	Home Occupation as regulated in § 50-133 Temporary Family Health Care Structure Family day care home Gardening Agricultural uses, as regulated in § 50-136	Accessory Dwelling, as regulated in § 50-134 (f)
COMMUNITY OR CIVIC USES		COMMUNITY OR CIVIC USES
Community Gardens Public Park/Playground Utilities, Minor	Municipal, state, federal uses, including public schools Church or place of worship Cemetery	Day Care Center Private School Community Center

(3) *R-2 zone—Single- and two-family residential.*

Permitted by Right	Permitted with Special Use Permit



RESIDENTIAL		RESIDENTIAL
Single-Family Dwelling Two-Family Dwelling Townhouse, as regulated in § 50-118 Group Home Accessory Uses and Accessory Dwelling, as regulated in § 50-134	Home Occupation as regulated in § 50-133 Family day care home Temporary Family Health Care Structure Gardening Agricultural uses as regulated in § 50-136	Bed and Breakfast
COMMUNITY OR CIVIC USES		COMMUNITY OR CIVIC USES
Community Gardens Public Park/Playground Utilities, Minor	Municipal, state, federal uses, including public schools Church or place of worship Cemetery	Day Care Center Private School Community Center

(4) *R-3 zone—Moderate-density residential.*

Permitted by Right		Permitted with Special Use Permit
RESIDENTIAL		RESIDENTIAL
Single-Family Dwelling Two-Family Dwelling Townhouse, as regulated in § 50-118 Multi-family dwelling (Moderate density) Group Home Family day care home	Accessory Uses and Accessory Dwelling, as regulated in § 50-134 Home Occupation as regulated in § 50-133 Temporary Family Health Care Structure Gardening	Bed and Breakfast Elderly Care Facility Children's Residential Facility Transitional Housing
COMMUNITY OR CIVIC USES		COMMUNITY OR CIVIC USES
Community Gardens Public Park/Playground Utilities, Minor Cemetery	Municipal, state, federal uses, including public schools Church or place of worship Community Center Day Care Center	Private School

(5) *R-4 zone—High density residential.*

Permitted by Right		Permitted with Special Use Permit
RESIDENTIAL		RESIDENTIAL
Single-Family Dwelling Two-Family Dwelling Townhouse, as regulated in § 50-118 Multi-family Dwelling (Moderate density) Multi-family Dwelling (High Density)	Group Home Home Occupation (as regulated in § 50-133) Temporary Family Health Care Structure Family day care home Gardening	Elderly Care Facility Children's Residential Facility Transitional Housing

Accessory Uses, as regulated in § 50-134		
COMMUNITY OR CIVIC USES		COMMUNITY OR CIVIC USES
Community Gardens Public Park/Playground Utilities, Minor Cemetery	Municipal, state, federal uses, including public schools Church or place of worship Community Center Day Care Center	Private School

(6) *GCR—Golf course residential.*

Permitted by Right		Permitted with Special Use Permit
RESIDENTIAL		RESIDENTIAL
Single-Family Dwelling Townhouse, as regulated in § 50-118	Group Home Temporary Family Health Care Structure Accessory Uses, as regulated in § 50-134 Gardening	
COMMUNITY OR CIVIC USES		COMMUNITY OR CIVIC USES
Community Gardens Public Park/Playground Utilities, Minor	Municipal, state, federal uses, including public schools Church or place of worship Cemetery	

(7) *R-MH—Residential—Manufactured home park district.*

Permitted by Right		Permitted with Special Use Permit
RESIDENTIAL		RESIDENTIAL
Manufactured Homes Accessory Uses, including office, service buildings, and recreational uses		

(Ord. No. 20-4, 11-24-20)



CITY OF BRISTOL, VIRGINIA  
COMMUNITY DEVELOPMENT DEPARTMENT  
300 LEE STREET  
BRISTOL, VIRGINIA 24201  
(276) 645-7470

February 15, 2023

Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, VA 23220  
Attention: JD Bondurant

RE: **ZONING VERIFICATION**  
Property Address: Vacant  
Parcel Numbers: 27-1-16 -2, 3, 4, 5, 6, 7, 8 & 17

To Whom It May Concern:

The property referenced above on Mary Street, Tax Map Parcels 27-1-16-2,3,4,5,6,7,8 &17 is zoned R-4, High Density Residential, which permits multi-family residential dwelling units with a density of one unit per 1,500 gross square feet. The project proposed by the Bristol Redevelopment and Housing Authority is in compliance with the current zoning regulations.

The proposed project would not need a variance or special use permit and there are currently no zoning violations of any kind on file for this property.

If you have questions or need more information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Jay Detrick".

Jay Detrick  
Community Development Director/Zoning Administrator

# **Tab H:**

Attorney's Opinion (MANDATORY)

July 27, 2023

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

RE: 2023 Tax Credit Reservation Request  
Name of Development: Goodson Hills  
Name of Owner: Goodson Hills, LLC

Ladies and 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 July 27, 2023 (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 the 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 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.


4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.

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 the placement in service of each building of the Development, 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 ("Virginia Housing") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by Virginia Housing 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

By:   
Erik T. Hoffman  
Title: Partner

# 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)

**Not Applicable**

**Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)



# **Tab K:**

Documentation of Development Location:

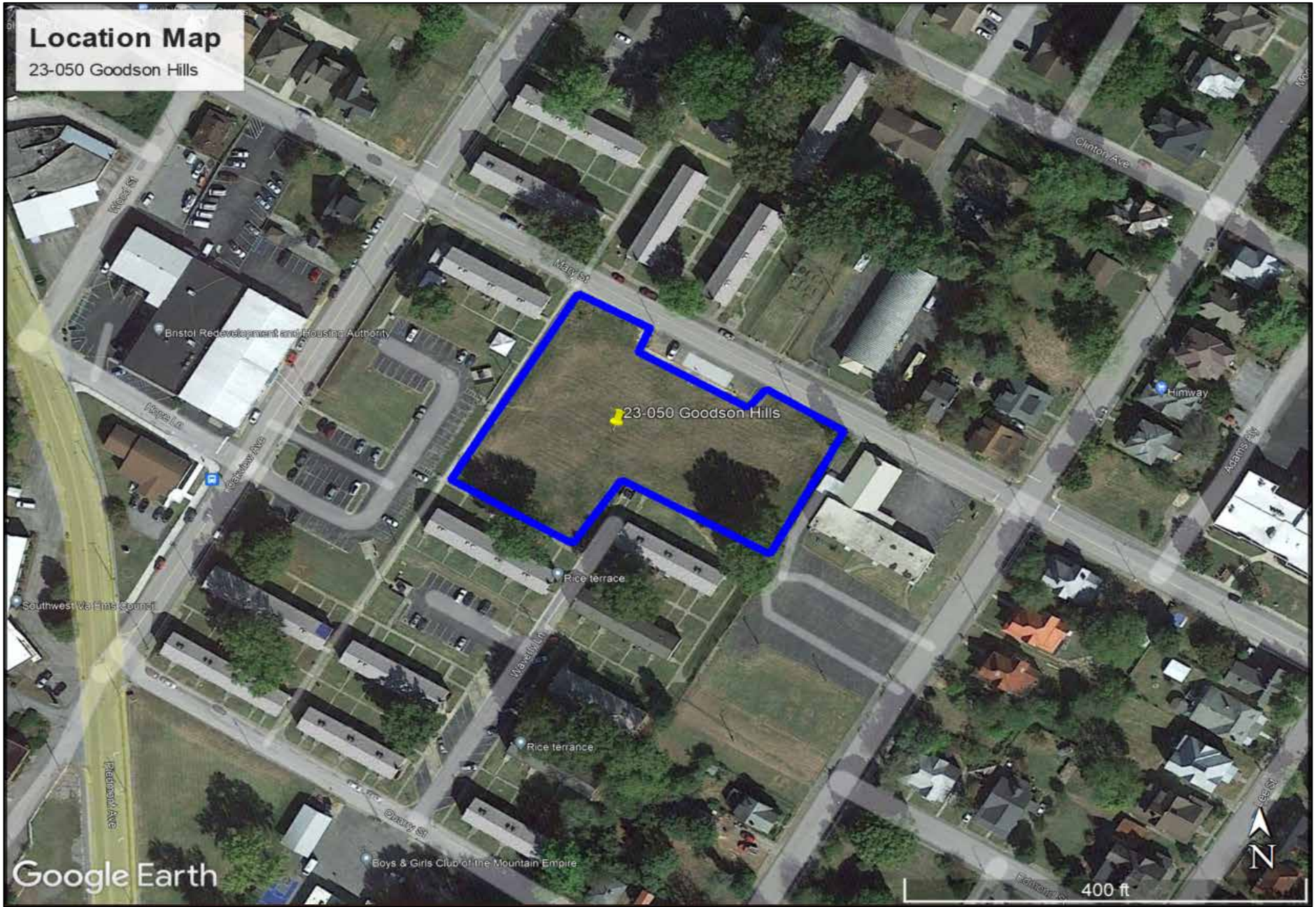
Not Applicable

## **Tab K.1**

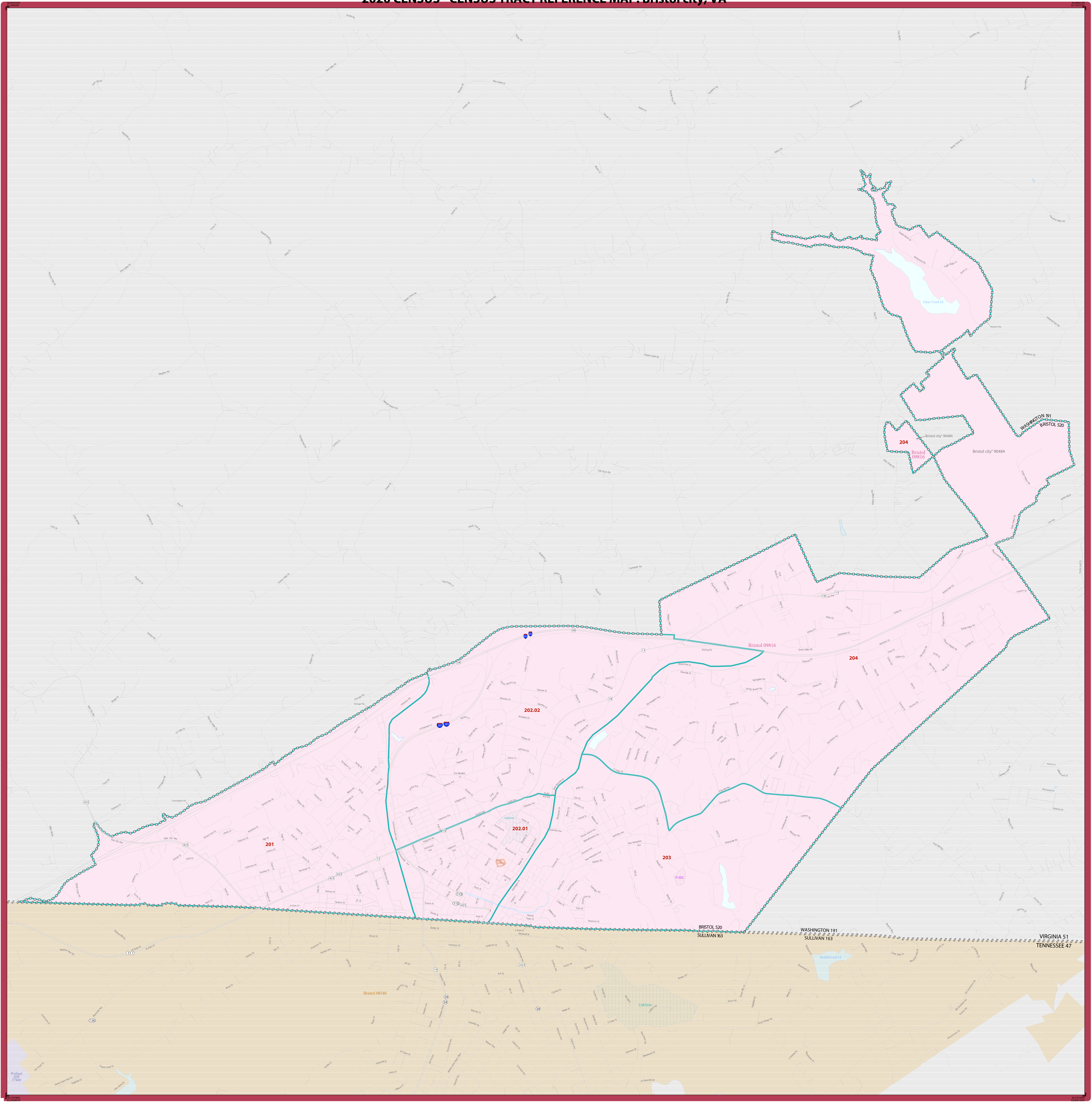
Revitalization Area Certification

# Tab K.2

Location Map



2020 CENSUS - CENSUS TRACT REFERENCE MAP: Bristol city, VA



SYMBOL DESCRIPTION	SYMBOL	LABEL STYLE	SYMBOL DESCRIPTION	SYMBOL	LABEL STYLE
International	☆☆☆☆	CANADA	Incorporated Place 1,2	Yellow/Green	Davis 18100
Federal American Indian Reservation	Red Dotted	L'ANSE RESVN 1880	Census Designated Place (CDP) <sup>3</sup>	Yellow/Green	Incline Village 35100
Oil Reservation Trust Land	Blue Dotted	T1880	Census Tract <sup>3</sup>	Red	33.07
State American Indian Reservation	Red Dotted	Tama Resrv 9400	DESCRIPTION	SYMBOL	DESCRIPTION
Alaska Native Regional Corporation	Yellow Dotted	NANA ANRC 52120	Water Body	Blue	Placeholder Lake
State (or statistically equivalent entity)	Blue Dotted	NEW YORK 36	College or University	Blue	Placeholder
County (or statistically equivalent entity)	Blue Dotted	ERIE 029	Military	Blue	Placeholder
Minor Civil Division (MCD) <sup>1</sup>	Blue Dotted	Bristol town 07485	Prison or Juvenile Detention Center	Blue	Placeholder
Census County Division (CCD), Census Subarea (CSA), or Unincorporated Territory (UT)	Blue Dotted	Hanna CCD 91650	Natural or State Park, Forest, or Recreation Area	Green	Placeholder NP
Consolidated City	Blue Dotted	MILLFORD 47500	Outside Subject Area	Grey	Placeholder

Where international, state, county, and/or MCD/CD boundaries coincide, the map shows the boundary symbol for only the highest-ranking of these boundaries.

Geographic area names are followed by either their FIPS or census code.

1. A \*\* following an MCD name denotes a false MCD. A \* following a place name indicates that a false MCD exists with the same name and FIPS code as the place; the false MCD label is not shown.

2. Place label color corresponds to the place fill color.

3. Census tracts are identified by an up to four-digit integer number and may have an optional two-digit suffix; for example 23 or 1457.02. The census tract codes consist of six digits with an implied decimal between the fourth and fifth digit corresponding to the basic census tract number, but with leading zeros, and trailing zeros for census tracts without a suffix. The tract number examples above would have codes of 002300 and 145702, respectively.

Due to space limitations, some road names, along with other feature and geography names on the map, may not be shown.

All legal boundaries and names are as of January 1, 2020. The boundaries shown on this map are for Census Bureau statistical data collection and tabulation purposes only; their depiction and designation for statistical purposes does not constitute a determination of jurisdictional authority or rights of ownership or entitlement.

Geographic Vintage: 2020 Census (reference date: January 1, 2020)  
 Data Source: U.S. Census Bureau's MAJ/TIGER database (TAB20)  
 Map Created by: Geography Division, January 08, 2021

Projection: Albers Equal Area Conic  
 Datum: NAD 83  
 Spheroid: GRS 80  
 1st Standard Parallel: 37 01 51  
 2nd Standard Parallel: 38 58 44  
 Central Meridian: -79 25 16  
 Latitude of Projection's Origin: 36 32 38  
 False Easting: 0  
 False Northing: 0

U.S. DEPARTMENT OF COMMERCE U.S. Census Bureau

Scale: 1:14,000

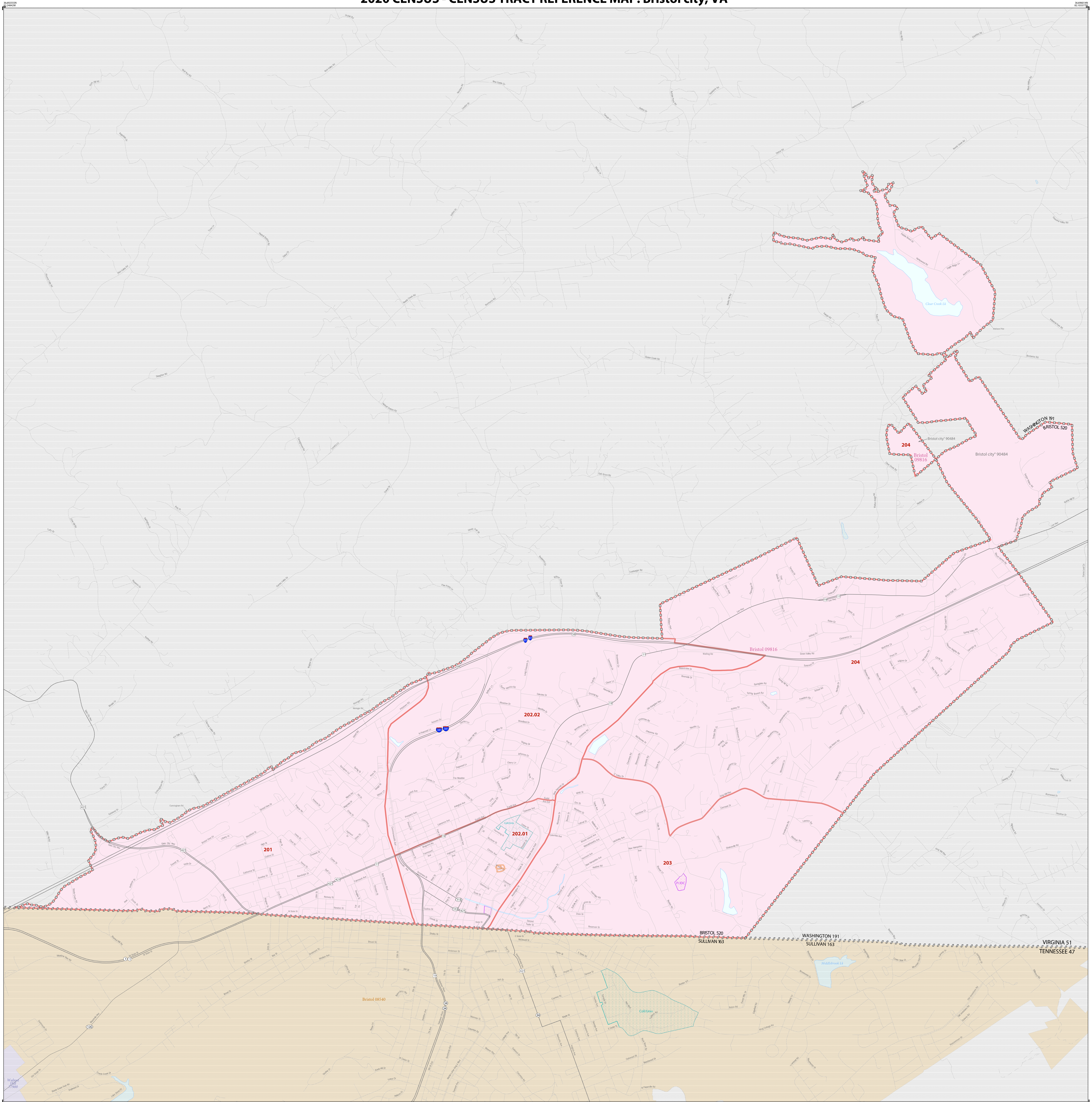
North Arrow

Sheet 1 of 1 PARENT sheets  
 Total Sheets: 1 (Index 0; Parent 1; Inset 0)  
 NAME: Bristol city (520)  
 ENTITY TYPE: County or statistically equivalent entity  
 ST: Virginia (51)

2020 CENSUS TRACT REF MAP (PARENT)  
 Sheet ID: 249751520001

United States Census 2020

# 2020 CENSUS - CENSUS TRACT REFERENCE MAP: Bristol city, VA



SYMBOL DESCRIPTION	SYMBOL	LABEL STYLE	SYMBOL DESCRIPTION	SYMBOL	LABEL STYLE
International	☆☆☆☆	CANADA	Incorporated Place 1,2	Yellow/Green	Davis 18100
Federal American Indian Reservation	Red Dotted	L'ANSE RESVN 1880	Census Designated Place (CDP) <sup>3</sup>	Yellow/Green	Incline Village 35100
Oil Reservation Trust Land	Blue Dotted	TI880	Census Tract <sup>3</sup>	Red	33.07
State American Indian Reservation	Red Dotted	Tama Resvn 9400			
Alaska Native Regional Corporation	Yellow Dotted	NANA ANRC 52120	<b>DESCRIPTION</b>	<b>SYMBOL</b>	<b>DESCRIPTION</b>
State (or statistically equivalent entity)	Blue Dotted	NEW YORK 36	Water Body	Blue	Interstate or U.S. Highway
County (or statistically equivalent entity)	Blue Dotted	ERIE 029	College or University	Blue	State Highway
Minor Civil Division (MCD) <sup>3</sup>	Blue Dotted	Bristol town 07485	Military	Blue	Other Road
Census County Division (CCD), Census Subarea (CSA), or Unincorporated Territory (UT)	Blue Dotted	Hanna CCD 91650	Prison or Juvenile Detention Center	Blue	4WD Trail, Stairway, Also, Walkway, or Ferry
Consolidated City	Blue Dotted	MILLFORD 47500	Naval/State Park, Forest, or Recreation Area	Blue	Nonvisible Boundary or Feature Not Elsewhere Classified
			Outside Subject Area	Blue	Inset Area

Where international, state, county, and/or MCD/CD boundaries coincide, the map shows the boundary symbol for only the highest-ranking of these boundaries.

Geographic area names are followed by other their FIPS or census code.

1. A \*\* following an MCD name denotes a false MCD. A \*\* following a place name indicates that a false MCD exists with the same name and FIPS code as the place; the false MCD label is not shown.

2. Place label color corresponds to the place fill color.

3. Census tracts are identified by an up to four-digit integer number and may have an optional two-digit suffix; for example 23 or 1457.02. The census tract codes consist of six digits with an implied decimal between the fourth and fifth digit corresponding to the basic census tract number, but with leading zeros, and trailing zeros for census tracts without a suffix. The tract number examples above would have codes of 002300 and 145702, respectively.

Due to space limitations, some road names, along with other feature and geography names on the map, may not be shown.

All legal boundaries and names are as of January 1, 2020. The boundaries shown on this map are for Census Bureau statistical data collection and tabulation purposes only; their depiction and designation for statistical purposes does not constitute a determination of jurisdictional authority or rights of ownership or entitlement.

Geographic Vintage: 2020 Census (reference date: January 1, 2020)  
 Data Source: U.S. Census Bureau's MAJ/TIGER database (TAB20)  
 Map Created by Geography Division: January 08, 2021

Projection: Albers Equal Area Conic  
 Datum: NAD 83  
 Spheroid: GRS 80  
 1st Standard Parallel: 37 01 51  
 2nd Standard Parallel: 38 58 44  
 Central Meridian: -79 25 16  
 Latitude of Projection Origin: 36 32 38  
 False Easting: 0  
 False Northing: 0

Scale: 1:14,000  
 The printed map scale is 1:14,000

Sheet 1 of 1 PARENT sheets  
 Total Sheets: 1 (Index 0; Parent 1; Inset 0)

NAME: Bristol city (520)  
 ENTITY TYPE: County or statistically equivalent entity  
 ST: Virginia (51)

2020 CENSUS TRACT REF MAP (PARENT)  
 Sheet ID: 249751520001

U.S. DEPARTMENT OF COMMERCE U.S. Census Bureau

United States Census 2020

# 2022 and 2023 Small DDAs and QCTs



Map Options : [Clear](#) | [Reset](#) | [Full Screen](#)

QCT Legend:

Tract Outline

LIHTC Project

2023 Qualified Census Tracts

SADDA Legend:

FMR Boundary

2023 Small DDA

Non Metro DDA

[Hide the overview](#)

The 2023 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2023. The 2023 designations use population and tract boundaries from the 2020 Decennial census. The designation methodology is explained in the **Federal Register notice** published October 24, 2022.

## Map Options

13 Current Zoom Level

Show Difficult Development Areas (Zoom 7+)

Color QCT Qualified Tracts (Zoom 7+)

Show Tracts Outline (Zoom 11+)

Show FMR Outlines (Zoom 4+)

Show LIHTC Projects (Zoom 11+)

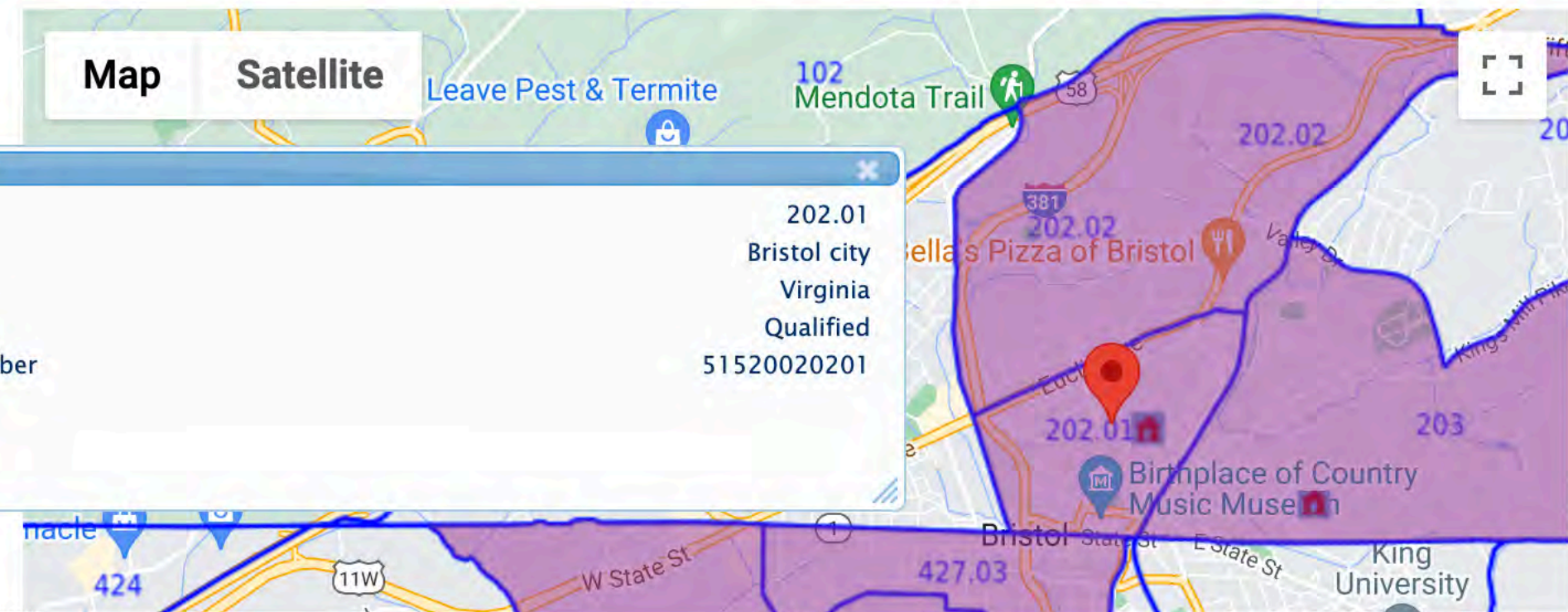
[Click here for full screen map](#)

## Select Year

2023

**QCT for 2023**

Tract	202.01
County	Bristol city
State	Virginia
Status (2023)	Qualified
Full Tract Number	51520020201



# **Tab K.3**

Surveyor's Certification of Proximity To Public  
Transportation



**TIM LINGERFELT, PLS  
243 EAST MARKET STREET  
KINGSPORT, TENNESSEE 37660  
TELEPHONE: (423) 392-8896  
FAX: (423) 392-8898**

Surveyor's Certification of Proximity to Transportation

02/07/2023

Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

2023 Tax Credit Reservation Request

Name of Development - Goodson Hills

Name of Owner - Goodson Hills, LLC

Ladies and 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 ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; OR
- 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

Firm Name - Tim Lingerfelt, PLS

By - Tim Lingerfelt

Its - Owner

Title



# Tab L:

PHA / Section 8 Notification Letter

**PHA or Section 8 Notification Letter**

Date \_\_\_\_\_

To \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Proposed Affordable Housing Development

Name of Development \_\_\_\_\_

Name of Owner \_\_\_\_\_

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on \_\_\_\_\_ (date).

**The following is a brief description of the proposed development:**

Development Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Proposed Improvements:**

- New Construction: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings
- Adaptive Reuse: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings
- Rehabilitation: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings

**Proposed Rents:**

- Efficiencies: \$ \_\_\_\_\_ /month
- 1 Bedroom Units: \$ \_\_\_\_\_ /month
- 2 Bedroom Units: \$ \_\_\_\_\_ /month
- 3 Bedroom Units: \$ \_\_\_\_\_ /month
- 4 Bedroom Units: \$ \_\_\_\_\_ /month

**Other Descriptive Information:**

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

Appendices continued

**PHA or Section 8 Notification Letter**

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (276) 821 - 6264 .

Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours,

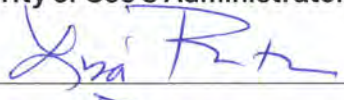
Name J. Todd Musick



Title SVP, Operations & Development

**To be completed by the Local Housing Authority or Sec 8 Administrator:**

Seen and Acknowledged By



Printed Name:

Lisa Porter

Title

Executive Director / CEO

Phone

(276) 821-6255

Date

03-13-2023

# **Tab M:**

Locality CEO Response Letter



# City of Bristol, Virginia

300 Lee Street, Bristol, Virginia 24201 (276) 645-7333  
FAX: (276) 821-6278  
Website: [www.bristolva.org](http://www.bristolva.org)



July 21, 2023

JD Bondurant  
Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, Virginia 23220

Virginia Housing Tracking Number: 2023-TEB-130  
Development Name: Goodson Hills  
Name of Owner/Applicant: Goodson Hills, LLC

Dear Mr. Bondurant:

The construction or rehabilitation of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of the City of Bristol, Virginia. Accordingly, the City of Bristol, Virginia supports the allocation of federal housing tax credits requested by Goodson Hills, LLC for this development.

Sincerely,

A handwritten signature in blue ink that reads "Randall C. Eads".

Randall C. Eads  
City Manager

Not Applicable

**Tab N:**

Homeownership Plan

# **Tab O:**

Plan of Development Certification Letter





**CITY OF BRISTOL, VIRGINIA**  
**Public Works Department**  
**Bristol, Virginia 24201**  
**Jacob Chandler, Director of Public Works**



Street Maintenance Division  
2515 Valley Drive  
Phone: (276) 645-7360  
FAX: (276) 645-7235

Engineering Division  
300 Lee Street  
Phone: (276) 645-7360  
FAX: (276) 645-7365

Collection Division  
2655 Valley Drive  
Phone: (276) 645-7380  
FAX: (276) 645-3781

Disposal Division  
2655 Valley Drive  
Phone: (276) 645-3791  
FAX: (276) 591-5237

**Plan of Development Certification**

**DATE:** July 20, 2023

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

**RE:** PLAN OF DEVELOPMENT CERTIFICATION

Name of Development:	<u>Goodson Hills</u>
Name of Owner/Applicant:	<u>Goodson Hills, LLC</u>
Name of Seller/Current Owner:	<u>Bristol Redevelopment and Housing Authority</u>

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the site plan of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming the status of plan of development or site plan approval 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:  
1100 Block of Mary Street, Bristol, VA 24201

Legal Description:  
Please see attached

Plan of Development Number: SP23002

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>23</u>	# Units	<u>3</u>	# Buildings	<u>39,000</u>	Total Floor Area
<input type="checkbox"/> Adaptive Reuse:	<u>  </u>	# Units	<u>  </u>	# Buildings	<u>  </u>	Total Floor Area
<input type="checkbox"/> Rehabilitation:	<u>  </u>	# Units	<u>  </u>	# Buildings	<u>  </u>	Total Floor Area

Other Descriptive Information:

New construction of 23 townhouse style, three-bedroom apartment units.

**LOCAL CERTIFICATION:**

Check one of the following as appropriate:

- The proposed development described above has an approved final plan of development or site plan (as applicable to the site). No further plan of development or site plan approval is required before issuance of a building permit.
- The proposed development is an existing development with proposed renovations and no additional plan of development approval is needed.

The above plan of development approval is in effect until: 6 months from approval

*Jacob S. Chandler*

Signed

Jacob Chandler

Printed Name

Director of Public Works

Title

276.642.2316

Phone

July 20, 2023

Date

**NOTES TO LOCALITY:**

- Return this certification to the developer for inclusion in the tax credit application package.
- Any change in this form may result in a reduction of points under the scoring system. If you have any questions, please call the Tax Credit Allocation Department at (804) 343-5518.

### **1100 Block Mary Street:**

That certain lot or parcel of land, situate in the City of Bristol, Virginia, and more particularly described as follows:

BEGINNING at a 6"x6" concrete monument at a point on the southern right of way line of West Mary Street S57°30'56"E, 183.82 feet from the intersection of the easterly boundary line of Oakview Avenue with the southerly boundary line of West Mary Street; thence the following eight (8) calls: (1) with the southern right way line of West Mary Street S57°30'56"E, 296.75 feet to a 3/8" iron rod (old), said iron rod being the northwest corner of the Central Baptist Church lands (Deed Book 336, Page 327); (2) thence leaving the southern right of way line of West Mary Street and with the line of the Central Baptist Church lands, S31°54'51"W, 157.73 feet to a 6"x6" concrete monument; (3) thence leaving the Central Baptist Church lands N57°30'12"W, 160.53 feet to a 5/8" iron rod (new); (4) thence S32°55'00"W, 92.42 feet to a mag nail; (5) thence N56°58'39"W, 165.40 feet to a mag nail; (6) thence N32°56'10"E, 90.75 feet to a 3/8" iron rod (old); (7) thence S57°55'19"E, 29.09 feet to a 5/8" iron rod (new); (8) thence N31°56'18"E, 157.61 feet to the POINT OF BEGINNING, containing 1.422 acres and being the parcel shown on a survey dated July 15, 2021 prepared by Tim Lingerfelt, PLS and entitled "Plat Showing the BMP Agreement Area Delineated For the Bristol Redevelopment and Housing Authority Johnson Court Apartments Off Site Stormwater Management Facility" (Job No. 21-12336), and BEING parcel No. three (3) and a portion of parcel No. six (6) in the Declaration of Trust recorded in Deed Book 300, page 535.  
Tax Map Nos. 27-1-16-3, 4, 6, 7, 8 and part of 2, 5 & 17.

# **Tab P:**

Developer Experience documentation and  
Partnership agreements (Please submit this TAB as  
a separate stand alone document)

# **Tab Q:**

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



July 13, 2023

Stephanie Flanders  
LIHTC Program Director  
Virginia Housing  
602 S Belvidere Street  
Richmond, VA 23220-6500

RE: Goodson Hills, LLC  
2023 TEB-130

Dear Ms. Flanders,

The Bristol Redevelopment and Housing Authority (BRHA) administers the Section 8 housing program for the City of Bristol with a capacity of approximately 307 housing choice vouchers.

The BRHA also operates a public housing program under an Annual Contributions Contract with HUD consisting of 410 units.

The BRHA is in the process of applying to HUD for authority to construct a mixed finance development with 23 apartments for families on the 1100 Block of Mary Street that it owns in the City of Bristol. As part of that application, the Bristol Redevelopment and Housing Authority has committed to project-base housing choice vouchers for all 23 apartments in the Goodson Hills project.

Please don't hesitate to contact me if you should have any further questions about this commitment.

Thank you for your attention to this matter.

Sincerely,

Lisa R. Porter  
Executive Director/CEO

BRISTOL  
REDEVELOPMENT  
AND  
HOUSING  
AUTHORITY

809 EDMOND ST.  
BRISTOL, VA

276.642.2001

FAX  
276.642.2015

[www.brha.com](http://www.brha.com)

# **Tab R:**

Documentation of Operating Budget and Utility Allowances

# Utility Allowance Schedule

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

OMB Approval  
No. 25577-0169  
exp.7/31/2022

See Public Reporting and Instructions on back.

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy): 04/01/2023

Locality: <b>Bristol Redevelopment and Housing Authority, VA</b>		Unit Type: <b>Row House/Townhouse/Semi-Detached/Duplex/Garden Middle Row</b>				
Utility or Service:	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>	<b>5 BR</b>
Monthly Dollar Allowances						
<b>Heating</b>						
a. Natural Gas	\$26.00	\$31.00	\$36.00	\$40.00	\$45.00	\$48.00
b. Bottle Gas/Propane	\$102.00	\$123.00	\$141.00	\$158.00	\$176.00	\$193.00
c. Electric	\$20.00	\$23.00	\$30.00	\$37.00	\$43.00	\$50.00
d. Electric Heat Pump	\$15.00	\$17.00	\$20.00	\$23.00	\$26.00	\$28.00
e. Oil	\$91.00	\$110.00	\$122.00	\$138.00	\$154.00	\$169.00
<b>Cooking</b>						
a. Natural Gas	\$3.00	\$3.00	\$5.00	\$6.00	\$8.00	\$9.00
b. Bottle Gas/Propane	\$11.00	\$11.00	\$18.00	\$25.00	\$32.00	\$35.00
c. Electric	\$4.00	\$5.00	\$7.00	\$9.00	\$11.00	\$13.00
<b>Other Electric &amp; Cooling</b>						
Other Electric (Lights & Appliances)	\$19.00	\$22.00	\$30.00	\$39.00	\$48.00	\$56.00
Air Conditioning	\$3.00	\$4.00	\$6.00	\$9.00	\$11.00	\$14.00
<b>Water Heating</b>						
a. Natural Gas	\$8.00	\$10.00	\$14.00	\$17.00	\$22.00	\$26.00
b. Bottle Gas/Propane	\$32.00	\$39.00	\$53.00	\$70.00	\$88.00	\$102.00
c. Electric	\$12.00	\$14.00	\$18.00	\$22.00	\$26.00	\$30.00
d. Oil	\$28.00	\$32.00	\$47.00	\$63.00	\$75.00	\$91.00
<b>Water, Sewer, Trash Collection</b>						
Water	\$30.00	\$30.00	\$36.00	\$42.00	\$47.00	\$53.00
Sewer	\$31.00	\$32.00	\$37.00	\$43.00	\$49.00	\$55.00
Trash Collection	\$33.00	\$33.00	\$33.00	\$33.00	\$33.00	\$33.00
<b>Tenant-supplied Appliances</b>						
Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
<b>Other--specify: Monthly Charges</b>						
Electric Charge \$18.40	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
Natural Gas Charge \$11.70	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
<b>Actual Family Allowances</b>			Utility or Service		per month cost	
To be used by the family to compute allowance. Complete below for the actual unit rented.			Heating		\$	
			Cooking		\$	
Name of Family			Other Electric		\$	
			Air Conditioning		\$	
			Water Heating		\$	
			Water		\$	
Address of Unit			Sewer		\$	
			Trash Collection		\$	
			Range / Microwave		\$	
			Refrigerator		\$	
			Other		\$	
			Other		\$	
Number of Bedrooms			Other		\$	
			Total		\$	





Not Applicable

**Tab S:**

Supportive Housing Certification

# **Tab T:**

Funding Documentation

July 19, 2023

Stephanie Flanders  
LIHTC Program Director  
Virginia Housing  
602 S Belvidere Street  
Richmond, VA 23220-6500

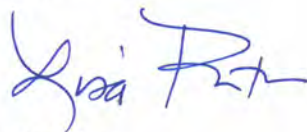
RE: Goodson Hills, LLC  
2023 - TEB - 130

Dear Ms. Flanders,

The Bristol Redevelopment and Housing Authority, on behalf of the Goodson Hills, LLC, requests Virginia Housing Opportunity Tax Credits in order to undertake the development 23 three-bedroom townhouse-style apartment on a site in the 1100 block of Mary Street in the City of Bristol.

Please accept this letter as confirmation of the exact amount of our request: \$1,090,983 annual Housing Opportunity Tax Credits.

Sincerely,



Lisa Porter  
Executive Director  
Bristol Redevelopment and Housing Authority



BRISTOL  
REDEVELOPMENT  
AND  
HOUSING  
AUTHORITY

809 EDMOND ST.  
BRISTOL, VA

276.642.2001

FAX  
276.642.2015

[www.brha.com](http://www.brha.com)



**BRHA**  
*Find a Way*

BRISTOL  
REDEVELOPMENT  
AND  
HOUSING  
AUTHORITY

809 EDMOND ST.  
BRISTOL, VA

276.642.2001

FAX  
276.642.2015

[www.brha.com](http://www.brha.com)

July 13, 2023

Stephanie Flanders  
LIHTC Program Director  
Virginia Housing  
602 S Belvidere Street  
Richmond, VA 23220-6500

RE: Goodson Hills, LLC  
2023 TEB-130

Dear Ms. Flanders,

The Bristol Redevelopment and Housing Authority, on behalf of the Goodson Hills, LLC, makes the following commitment of local resources required to undertake the development of the site in the 1100 Block of Mary Street in the City of Bristol:

- \$70,000 representing the value of the land in the Mary Street parcels as evidenced by the City of Bristol's tax assessment. The BRHA will hold a seller note for this property that will carry interest at a below market rate.

Please consider this commitment to be firm, and feel free to call me if you should have any questions.

Thank you for your attention to this matter.

Sincerely,

Lisa R. Porter  
Executive Director/CEO

# **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

## Appendices continued

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

### RIGHT OF FIRST REFUSAL AGREEMENT

#### **Goodson Hills**

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of [Closing Date] by and among **Goodson Hills, LLC**, a Virginia limited liability company (the "Owner" or the "Company"), **the Bristol Redevelopment and Housing Authority**, a political subdivision of the Commonwealth of Virginia (the "Grantee"), and is consented to by **Bristol Hope, LLC**, a Virginia limited liability company (the "Managing Member"), **VCDC Equity Fund 27, L.L.C.**, a Virginia limited liability company (the "Investor Member") and **VAHM, L.L.C.** a Virginia limited liability company (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 23-unit apartment project for families located in the City of Bristol, Virginia and commonly known as "Goodson Hills Apartments" (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 Grantees 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 1. 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



## Appendices continued

reserves of the Partnership that is required by 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 (14th) 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 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.

## Appendices continued

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 the **City of Bristol**, 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,**”

## Appendices continued

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).

## Appendices continued

- 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 II 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, Bristol Redevelopment and Housing Authority, 120 Hope Lane, Bristol VA 24201.

### 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.

## Appendices continued

### 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 nonprofit 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

## Appendices continued

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

The Virginia Housing Development Authority ("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 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.

# Appendices continued


IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

**OWNER:**

**Goodson Hills, LLC** a Virginia limited liability company

By: **Bristol Hope, LLC** a Virginia limited liability company, its managing member

By: Bristol Redevelopment and Housing Authority, its Managing Member

By: 

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Bristol

On March 13<sup>th</sup>, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Lisa Porter, 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 s/he executed the same in her/his capacity as the Executive Dir./CEO of the Bristol Redevelopment and Housing Authority, the managing member of Bristol Hope, LLC, which is the managing member of Goodson Hills, LLC and that by her/his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: 

Commission Expires: Nov. 30, 2023

Registration No.: 337293



# Appendices continued

**GRANTEE:**

Bristol Redevelopment and Housing Authority, a political subdivision of the  
Commonwealth of Virginia

By: *Lisa Porter*

Name: *Lisa Porter*  
Title: *Executive Director / CEO*

COMMONWEALTH OF VIRGINIA

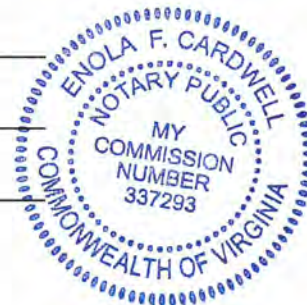
CITY/COUNTY OF *Bristol*

On *March 13<sup>th</sup>*, 20*23*, before me, the undersigned, a notary public in and for said state, personally appeared *Lisa Porter*, 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 she/he executed the same in her/his capacity as *Exec. Director / CEO* of Bristol Redevelopment and Housing Authority, and that by her/his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: *Enola F. Cardwell*

Commission Expires: *Nov. 30, 2023*

Registration No.: *337293*



Right of First Refusal Agreement  
Goodson Hills  
Signature Page 2 of 4



# Appendices continued

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

**MANAGING MEMBER:**

**Bristol Hope, LLC**, a Virginia limited liability company

By: Bristol Redevelopment and Housing Authority, its Managing Member

By: 

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Bristol

On March 13<sup>th</sup>, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Lisa Porter, 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 s/he executed the same in her/his capacity as Exec. Dir./CEO of Bristol Redevelopment and Housing Authority, the sole member of Bristol Hope, LLC, and that by her/his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: 

Commission Expires: Nov. 30, 2023

Registration No.: 337293



## Appendices continued

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

### **INVESTOR MEMBER:**

**VCDC Equity Fund 27, LLC**, a Virginia limited liability company

By: Virginia Housing Capital Corporation, its Managing Member

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

### **SPECIAL MEMBER:**

**VAHM, L.L.C.** a Virginia limited liability company

By: **Housing Capital Corporation of Virginia**, a Virginia non-stock corporation, its sole member

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

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 executed the same in his capacity as \_\_\_\_\_ of Virginia Housing Capital Corporation the manager of **VCDC Fund 27, L.L.C.**, a Virginia limited liability company, and **VAHMC, L.L.C.**, a Virginia limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

Right of First Refusal Agreement

Goodson Hills

Signature Page 4 of 4

Appendices continued

**EXHIBIT A**

**LEGAL DESCRIPTION**

[insert legal]

### **1100 Block Mary Street:**

That certain lot or parcel of land, situate in the City of Bristol, Virginia, and more particularly described as follows:

BEGINNING at a 6"x6" concrete monument at a point on the southern right of way line of West Mary Street S57°30'56"E, 183.82 feet from the intersection of the easterly boundary line of Oakview Avenue with the southerly boundary line of West Mary Street; thence the following eight (8) calls: (1) with the southern right way line of West Mary Street S57°30'56"E, 296.75 feet to a 3/8" iron rod (old), said iron rod being the northwest corner of the Central Baptist Church lands (Deed Book 336, Page 327); (2) thence leaving the southern right of way line of West Mary Street and with the line of the Central Baptist Church lands, S31°54'51"W, 157.73 feet to a 6"x6" concrete monument; (3) thence leaving the Central Baptist Church lands N57°30'12"W, 160.53 feet to a 5/8" iron rod (new); (4) thence S32°55'00"W, 92.42 feet to a mag nail; (5) thence N56°58'39"W, 165.40 feet to a mag nail; (6) thence N32°56'10"E, 90.75 feet to a 3/8" iron rod (old); (7) thence S57°55'19"E, 29.09 feet to a 5/8" iron rod (new); (8) thence N31°56'18"E, 157.61 feet to the POINT OF BEGINNING, containing 1.422 acres and being the parcel shown on a survey dated July 15, 2021 prepared by Tim Lingerfelt, PLS and entitled "Plat Showing the BMP Agreement Area Delineated For the Bristol Redevelopment and Housing Authority Johnson Court Apartments Off Site Stormwater Management Facility" (Job No. 21-12336), and BEING parcel No. three (3) and a portion of parcel No. six (6) in the Declaration of Trust recorded in Deed Book 300, page 535.  
Tax Map Nos. 27-1-16-3, 4, 6, 7, 8 and part of 2, 5 & 17.

# **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



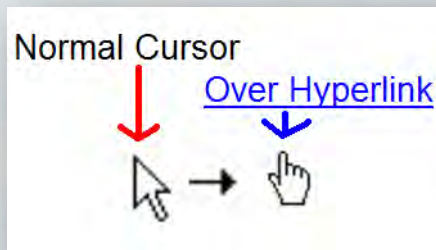
necessarily so—the Internet can be thought of as a “dynamic” living organism that changes and adapts to its environment. The Internet changes very quickly—just watching a 24 hour news channel on the television. The content on some websites is updated every few seconds.



## 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.

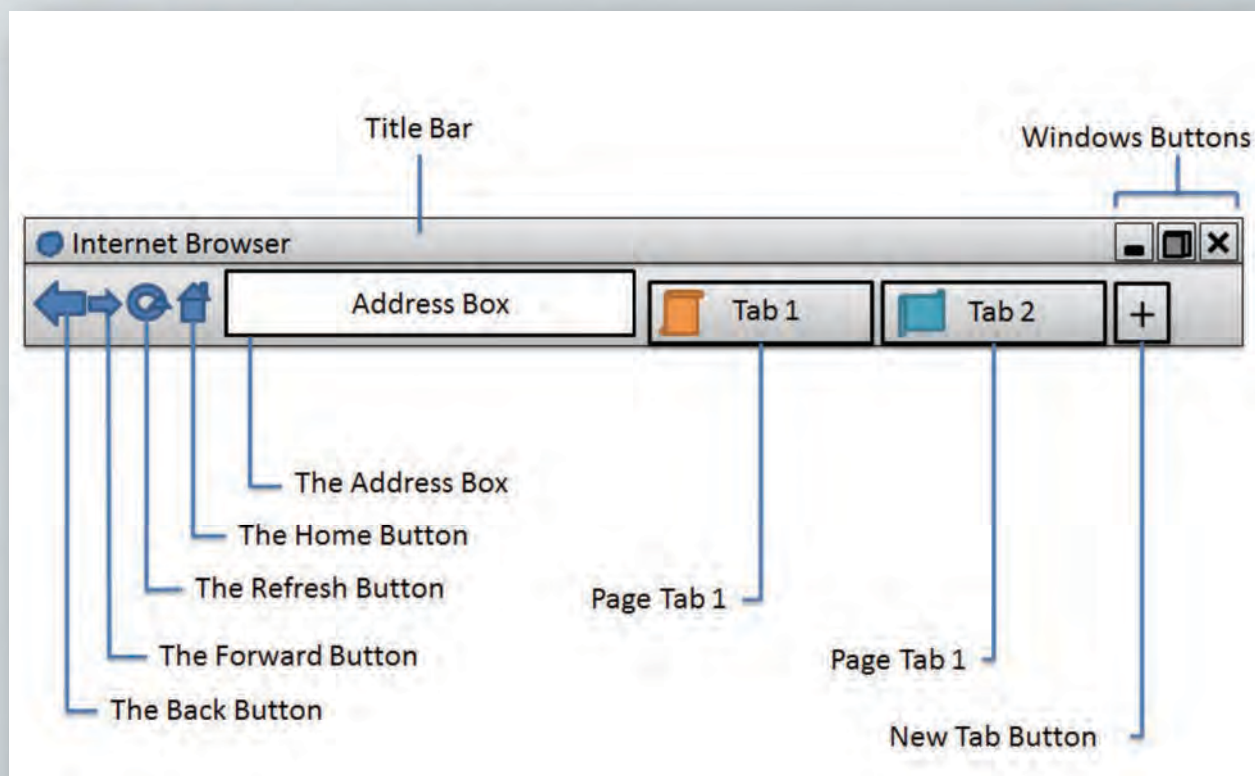
Webpages are what you see and read on the Internet. They are primarily made up of text (words), digital media (pictures, movies, and music), and hyperlinks. The Internet, unlike a book or newspaper, is in no order, and can seem slightly confusing at first. However, there are tools on the Internet that 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

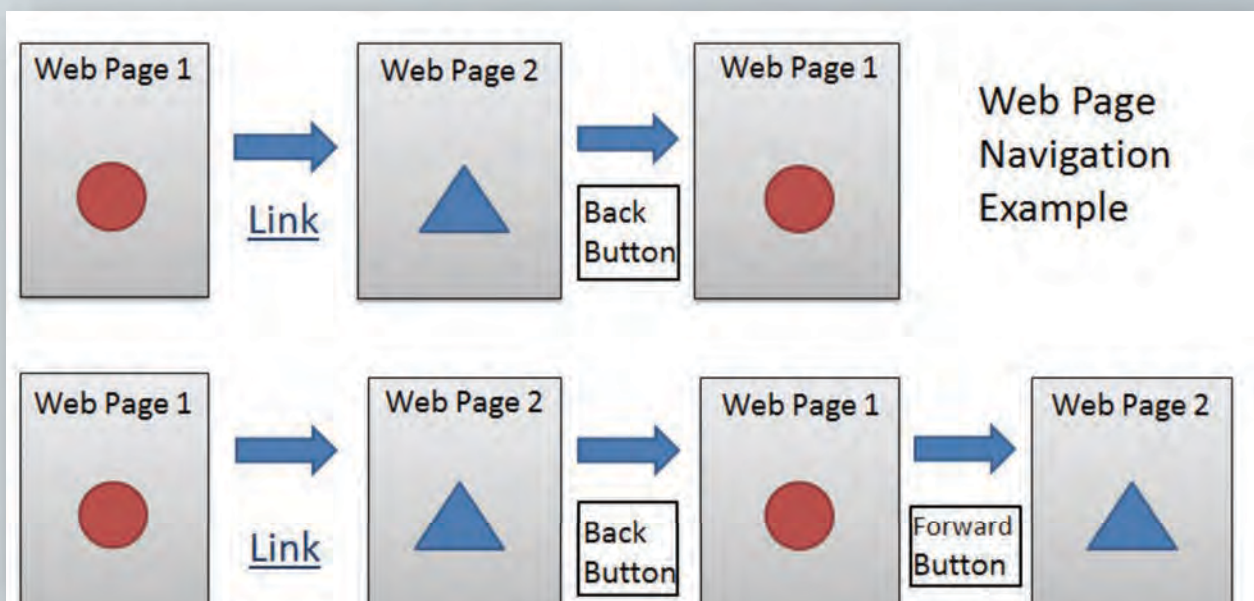
**The Back Button** – This button allows you to return to the last webpage that you last visited. It is most often used if you accidentally click on a link and wish to return to your previous page.

**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

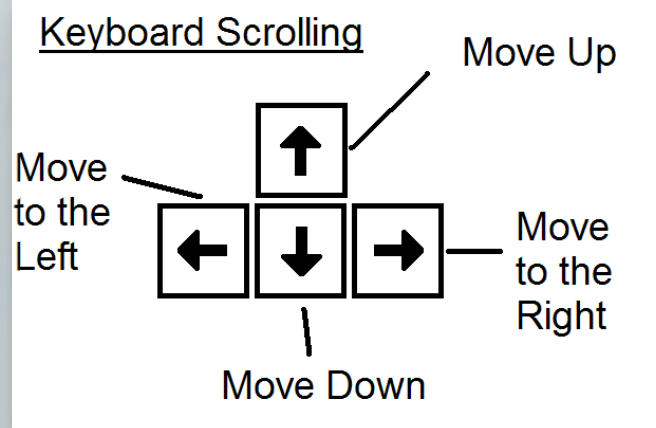
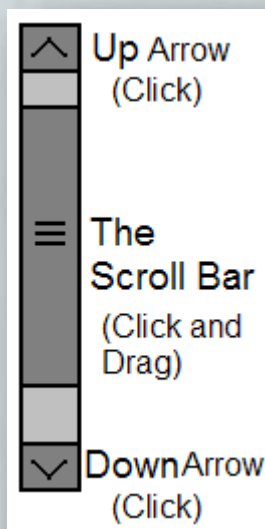
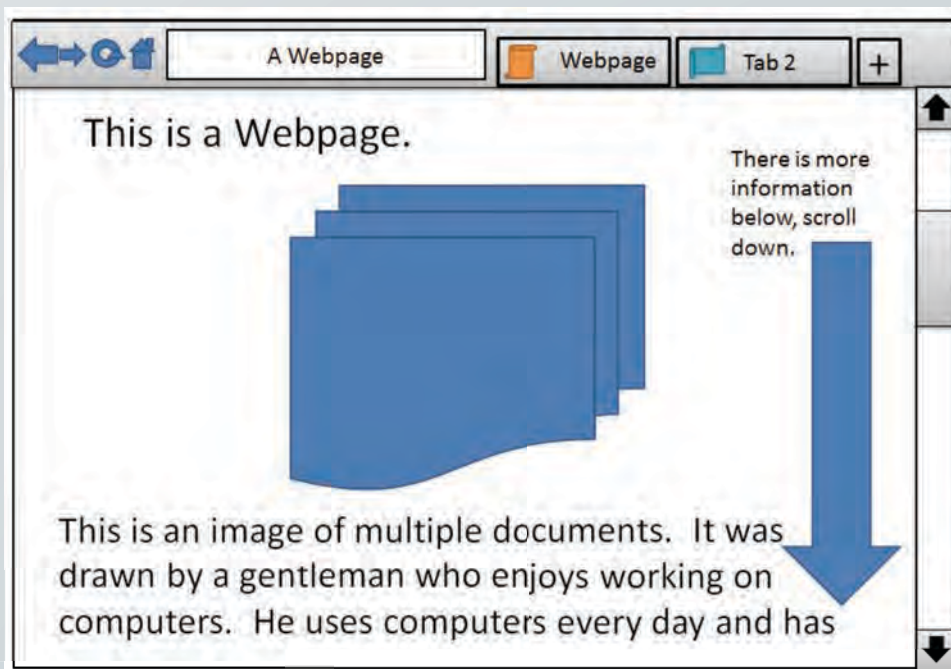
**The Domain**- At the end of a web address. Tells what type of web page you are viewing.  
 .com – Commercial  
 .org – Non-For-Profit Organization  
 .edu – Education (Colleges/Universities)  
 .net – Internet Related  
 .mil – US Military  
 .gov – US Government  
 .us – United States  
 .uk – United 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

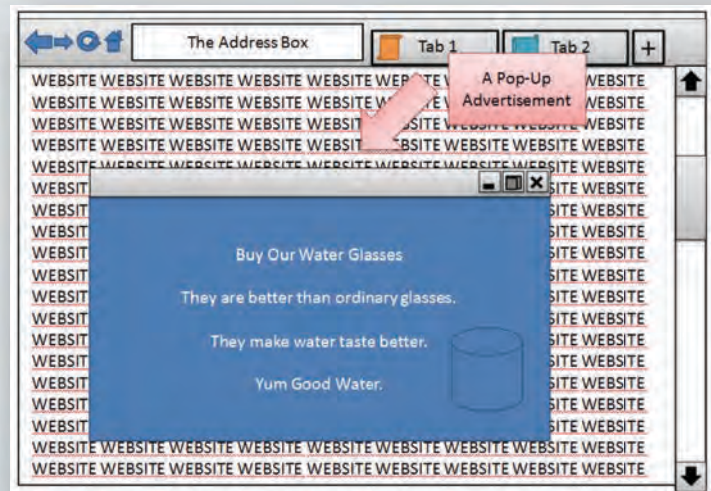
One thing to keep in mind when viewing the Internet is that a bunch of information might be displayed on a webpage, however, only a small portion can be seen immediately when you load the webpage. Thus, it is important to look at your scroll bars to the right and bottom to see if there is more information 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

# Goodson Hills, LLC

## Bristol, Virginia

Low Income Housing Tax Credit Application for Reservation

VHDA Accessibility Requirements for Section 504 of the Rehabilitation Act

### Marketing Plan

Goodson Hills, LLC is proposing to construct 3 townhouse style cluster buildings on the 1100 Block of Mary Street, containing a total of 1.42 acres in the City of Bristol. The new construction will result in a total of 23 three bedroom apartments and will utilize proceeds from the sale of Low Income Housing Tax Credits. This initiative is being undertaken in accordance with the requirements of VHDA's QAP.

A minimum of five (5) apartments at the complex are designed to serve persons with physical disabilities. Accordingly, the following will apply:

- (1) Renovation and new construction on such apartments will conform to HUD regulations defining the accessibility requirements of Section 504 of the Rehabilitation Act.
- (2) Marketing for residents to occupy these units will be targeted to people with special needs. These fully accessible apartments will include zero step entrances, open floor plans, roll under sinks and counters, ranges with front controls, wide doors and hallways, and fully accessible bathrooms. All of the building amenities and services will be on accessible pathways.
- (3) People with intellectual and developmental disabilities will be given a first preference for occupancy.
- (4) Unless the unit is rented to a qualified disabled resident, units will be held vacant for a minimum of 60 days during which ongoing marketing efforts are documented and reported to VHDA's program compliance officer before being authorized to rent to non-disabled household.

Contacts will be made to the organizations below in advance of the completion of the rehabilitation project to ensure that the apartments are occupied as quickly as possible by the people who need them.

Further, throughout the compliance period, regular contacts will be made with residents of such units to determine if their needs have changed. Contacts will also be made regularly to those local organizations at initial occupancy but also throughout the term of the lease.

- Highlands Community Services  
610 Campus Drive  
Abingdon, Virginia 24210
- The Bristol City Department of Social Services  
355 Bristol East Road  
Bristol, Virginia 24201
- The Arc – Smyth County  
PO Box 1495  
Marion, VA 24354-1495

In addition to the above, the property will affirmatively market to the target population as follows:

- Registering Goodson Hills and vacancies on [VirginiaHousing Search.com](http://VirginiaHousingSearch.com)
- Registering the Goodson Hills and vacancies on [accessva.org](http://accessva.org)
- Registering the Goodson Hills in the Virginia Housing Directory
- Communicating regularly with the appropriate personnel at the Virginia Department of Behavioral Health and Developmental Services Housing Team regarding vacancies at the property.
- Communicating regularly with the Asset Management staff at VHDA.

# **Tab Y:**

Inducement Resolution for Tax Exempt Bonds

# **Tab Z:**

Documentation of team member's Diversity, Equity and  
Inclusion Designation



Certificate Number: 110922-01  
Industry: Architectural Design

## *The Governor's Office of Diversity Business Enterprise*



for the State of Tennessee, having determined that

### ***COPE ASSOCIATES INC DBA Cope Architecture***

*has successfully met the certification requirements as outlined in Tennessee Code Annotated Title 12, Chapter 3, Part 8, and the policies adopted thereunder hereby grants the designation of*

### ***Woman Business Enterprise***

*And is recognized as such until the expiration of registration and certification on*

**November 9, 2025**

In Witness Whereof, the Governor of the State of Tennessee and the Commissioner of General Services hereto affix our hand and the Great Seal of the State.

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Jessica M. Starling  
Procurement Program Director, Governor's Office of Diversity Business Enterprise

Not Applicable

**Tab AA:**

Priority Letter from Rural Development

Not Applicable

**TAB AB:**

Social Disadvantage Certification