



# Tab A:

Signed PDF of the Excel Application(MANDATORY)

---

---

# 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 application has been entered.
- ▶ 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

## TABLE OF CONTENTS

Click on any tab label to be directed to location within the application.

TAB	DESCRIPTION
1. <a href="#">Submission Checklist</a>	Mandatory Items, Tabs and Descriptions
2. <a href="#">Development Information</a>	Development Name and Locality Information
3. <a href="#">Request Info</a>	Credit Request Type
4. <a href="#">Owner Information</a>	Owner Information and Developer Experience
5. <a href="#">Site and Seller Information</a>	Site Control, Identity of Interest and Seller info
6. <a href="#">Team Information</a>	Development Team Contact information
7. <a href="#">Rehabilitation Information</a>	Acquisition Credits and 10-Year Look Back Info
8. <a href="#">Non Profit</a>	Non Profit Involvement, Right of First Refusal
9. <a href="#">Structure</a>	Building Structure and Units Description
10. <a href="#">Utilities</a>	Utility Allowance
	Building Amenities above Minimum Design Requirements
11. <a href="#">Enhancements</a>	
12. <a href="#">Special Housing Needs</a>	504 Units, Sect. 8 Waiting List, Rental Subsidy
13. <a href="#">Unit Details</a>	Set Aside Selection and Breakdown
14. <a href="#">Budget</a>	Operating Expenses
15. <a href="#">Project Schedule</a>	Actual or Anticipated Development Schedule
16. <a href="#">Hard Costs</a>	Development Budget: Contractor Costs
	Development Budget: Owner's Costs, Developer Fee, Cost Limits
17. <a href="#">Owner's Costs</a>	
18. <a href="#">Eligible Basis</a>	Eligible Basis Calculation
	Construction, Permanent, Grants and Subsidized Funding Sources
19. <a href="#">Sources of Funds</a>	
20. <a href="#">Equity</a>	Equity and Syndication Information
	Credit Reservation Amount Needed
21. <a href="#">Gap Calculation</a>	
21. <a href="#">Cash Flow</a>	Cash Flow Calculation
22. <a href="#">BINs</a>	BIN by BIN Eligible Basis
24. <a href="#">Owner Statement</a>	Owner Certifications
25. <a href="#">Architect's Statement</a>	Architect's agreement with proposed deal
26. <a href="#">Scoresheet</a>	Self Scoresheet Calculation
27. <a href="#">Development Summary</a>	Summary of Key Application Points
28. <a href="#">Efficient Use of Resources (EUR)</a>	Calculates Points for Efficient use of Resources
	For Mixed Use Applications only - indicates how costs are distributed across the different construction activities
29. <a href="#">Mixed Use - Cost Distribution</a>	

## 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.

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

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 7/24/2023

1. Development Name: Pecan Acres Estates Phase II
2. Address (line 1): 432 Pecan Street  
Address (line 2):  
City: Petersburg State: VA Zip: 23803
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 Petersburg 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: 8105.00
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** ..... TRUE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE  
(If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
12. Development is located in a census tract with a poverty rate of.....
 

3%	10%	12%
FALSE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: 3  
Planning District: 19  
State Senate District: 16  
State House District: 63

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

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

The project is the second phase of Pecan Acres (Phase I was completed and placed in service in December 2022) and consist of the new construction of Eighty-Four (84) three story (5 buildings) family garden style apartment units. The project will serve families at or below 50% AMI (10% of the units will serve families at or below 40% AMI). The development will have a new community building that will have a computer lab, office space and fitness area. This Phase is also part of HUDs Section 18 Demo/Dispo program.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

7/24/2023

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: John Altman  
 Chief Executive Officer's Title: CEO Phone: (804) 733-2301  
 Street Address: 135 N. Union Street  
 City: Petersburg State: VA Zip: 23803

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

- 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: Director Planning & Community Development

**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 development relates to this 9% allocation request and the remaining development will be a 4% tax exempt bond application.

If true, provide name of companion development:

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

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

Total Units within 9% allocation request?	0
Total Units within 4% Tax Exempt allocation Request?	0
Total Units:	0

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

**6. Extended Use Restriction**

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

**Must Select One:**

**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 any payments due the Authority, including reservation fees and monitoring fees, by electronic payment (ACH or Wire).

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



**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: Pecan Acres Estates Phase II, L.P.

Developer Name: Petersburg Redevelopment and Housing Authority

Contact: M/M ▶ Mr. First: Nathaniel MI: T Last: Pride

Address: 128 S. Sycamore Street

City: Petersburg St. ▶ VA Zip: 23803

Phone: (804) 733-2200 Ext.  Fax: (804) 733-2229

Email address: nathaniel.pride@petersburgha.org

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

Select type of entity: ▶ Limited Partnership Formation State: ▶ VA

Additional Contact: Please Provide Name, Email and Phone number.  
Latysha Carpenter

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

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

<u>Names **</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>	
<u>Petersburg Redevelopment and Housing Authority</u>	<u>(804) 733-2200</u>	<u>Initial Limited Partner</u>	<u>99.990%</u>	
<u>Nathaniel T. Pride, Executive Director</u>	<u>(804) 733-2200</u>	<u>Exec. Director of Initia</u>	<u>0.000%</u>	<i>needs</i>
<u>Pecan Acres Estates Phase II, G.P., LLC</u>	<u>(804) 733-2200</u>	<u>General Partner</u>	<u>0.010%</u>	
<u>Nathaniel T. Pride, Executive Director</u>	<u>(804) 733-2200</u>	<u>Exec. Director of PRH/</u>	<u>0.000%</u>	<i>needs</i>
			<u>0.000%</u>	
			<u>0.000%</u>	
			<u>0.000%</u>	
			<u>0.000%</u>	
			<u>0.000%</u>	
			<u>0.000%</u>	
			<u>0.000%</u>	
			<u>0.000%</u>	
			<u>0.000%</u>	
			<u>0.000%</u>	

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 manual. **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:    12/31/2023

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..... 12/31/2023 .
- 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: Petersburg Redevelopment and Housing Authority

Address: 128 S. Sycamore Street

City: Petersburg St.: VA Zip: 23803

Contact Person: Nathaniel T. Pride Phone: (804) 733-2200

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.)

Names	Phone	Type Ownership	% Ownership
Petersburg Redevelopment and Housi	(804) 733-2200	Sole Member of G.P	100.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

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

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:	Delphine Carnes	This is a Related Entity.	FALSE
Firm Name:	Delphine Carnes Law Group, PLC	DEI Designation?	FALSE
Address:	101 W. Main Street, Ste 440,Norfolk, VA 23510		
Email:	dcarnes@delphinecarneslaw.com	Phone:	(757) 614-1056
2. Tax Accountant:	Mike Vicars	This is a Related Entity.	FALSE
Firm Name:	Dooley & Vicars CPAS	DEI Designation?	FALSE
Address:	21 S. Sheppard Street, Richmond, Virginia		
Email:	dcarnes@delphinecarneslaw.com	Phone:	(757) 614-1056
3. Consultant:	Glenn Hudson	This is a Related Entity.	FALSE
Firm Name:	Hudson Real Estate Advisory Group	DEI Designation?	FALSE
Address:	P.O Box 326 Richmond, VA 23218		
Email:	gfhud1@gmail.com	Role:	Tax Credit and Financial Adv
		Phone:	(804) 677-3302
4. Management Entity:	Christine Wynn	This is a Related Entity.	TRUE
Firm Name:	Petersburg Redevelopment and Housing Auth	DEI Designation?	FALSE
Address:	128 S. Sycamore Street, Petersburg, VA 23803		
Email:	christine.wynn@petersburgrha.org	Phone:	(804) 733-2200
5. Contractor:	TBD	This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:			
	<i>Provide Email address for completed team member</i>		
6. Architect:	James Boyd	This is a Related Entity.	FALSE
Firm Name:	Grimm & Parker	DEI Designation?	FALSE
Address:	123 East Main Street, 2nd Fl, Charlottesville, VA 22902		
Email:	jboyd@gparch.com	Phone:	(434) 296-5353
7. Real Estate Attorney:	Delphine Carnes	This is a Related Entity.	FALSE
Firm Name:	Delphine Carnes Law Group, PLC	DEI Designation?	FALSE
Address:	101 W. Main Street, Ste 440,Norfolk, VA 23510		
Email:	dcarnes@delphinecarneslaw.com	Phone:	(757) 614-1056
8. Mortgage Banker:	TBD	This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	TRUE
Address:			
Email:			
	<i>Provide Email address for completed team member</i>		
9. Other:	Owners Rep/ Cost Estimator	This is a Related Entity.	FALSE
Firm Name:	MBP/ Stephen Pancham, CCM	DEI Designation?	FALSE
Address:	7401 Beaufont Sprongs Dr, Suite 302, Richmo		
Email:	spancham@mbpce.com	Role:	Owners Rep
		Phone:	(804) 330-4875

**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 credits? ..... **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..... **TRUE**
- 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..... **TRUE**
- b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),..... **FALSE**
  - i. Subsection (I)..... **FALSE**
  - ii. Subsection (II)..... **FALSE**
  - iii. Subsection (III)..... **FALSE**
  - iv. Subsection (IV)..... **FALSE**
  - v. Subsection (V)..... **FALSE**
- c. The 10-year rule in IRC Section 42 (d)(2)(B) for all buildings does not apply pursuant to IRC Section 42(d)(6)..... **FALSE**
- d. There are different circumstances for different buildings..... **FALSE**  
**Action:** (If True, provide an explanation for each building in Tab K)

**F. REHAB INFORMATION**

**3. Rehabilitation Credit Information**

- a. Credits are being requested for rehabilitation expenditures..... **TRUE**
  
- b. **Minimum Expenditure Requirements**
  - i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... **TRUE**
  - ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... **FALSE**
  - iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... **FALSE**
  - iv. There are different circumstances for different buildings..... **FALSE**  
**Action:** (If True, provide an explanation for each building in Tab K)

G. NONPROFIT INVOLVEMENT

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

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

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

- FALSE a. Be authorized to do business in Virginia.
FALSE b. Be substantially based or active in the community of the development.
FALSE c. Materially participate in the development and operation of the development throughout the compliance period...
FALSE d. Own, either directly or through a partnership or limited liability company, 100% of the general 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 I).

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: [Yellow box]

Name: [Yellow box]

Contact Person: [Yellow box]

Street Address: [Yellow box]

City: [Yellow box] State: [Yellow box] Zip: [Yellow box]

Phone: [Yellow box] Contact Email: [Yellow box]



G. NONPROFIT INVOLVEMENT

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

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

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

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

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

Name of qualified nonprofit: [Redacted]

or indicate true if Local Housing Authority..... TRUE

Name of Local Housing Authority Petersburg 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**

**1. General Information**

a. Total number of <b>all</b> units in development	84	bedrooms	180
Total number of <b>rental</b> units in development	84	bedrooms	180
Number of low-income rental units	84	bedrooms	180
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	84	bedrooms	180
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.....			115,792.49 <small>(Sq. ft.)</small>
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			15,255.85 <small>(Sq. ft.)</small>
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			100,536.64 <small>(Sq. ft.)</small>
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....			100.00%
i. Exact area of site in acres .....	13.380		
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**

**2. 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	867.57	SF	12	12
2BR Garden	1181.95	SF	48	48
3BR Garden	1391.35	SF	24	24
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			84	84

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

**3. Structures**

- a. Number of Buildings (containing rental units)..... 5
- b. Age of Structure:..... 0 years
- c. Maximum Number of stories:..... 3

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

e. Commercial Area Intended Use: Community Room with Computer Lab

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	FALSE	v. Detached Single-family	FALSE
ii. Garden Apartments	TRUE	vi. Detached Two-family	FALSE
iii. Slab on Grade	TRUE	vii. Basement	FALSE
iv. Crawl space	FALSE		

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	▶	Brick

**4. Site Amenities (indicate all proposed)**

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

l. Describe Community Facilities:	Computer lab, meeting room, Lounge area
-----------------------------------	---

m. Number of Proposed Parking Spaces	166
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 stop.	TRUE
If <b>True</b> , Provide required documentation ( <b>TAB K3</b> ).	

**H. STRUCTURE AND UNITS INFORMATION**

**5. 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.

**6. 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	N/A
Project Wide Capture Rate - All Units	1.90%
Project Wide Absorption Period (Months)	Construction Process Plus 2 Months

**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	31	36	43	0
Air Conditioning	0	17	21	27	0
Cooking	0	47	54	61	0
Lighting	0	0	0	0	0
Hot Water	0	18	25	39	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	\$113	\$136	\$170	\$0

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

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

**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.

**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:**

- |               |  |
|---------------|--|
| <u>TRUE</u>   | a. A community/meeting room with a minimum of 749 square feet is provided.   |
| <u>50.00%</u> | b1. Percentage of brick covering the exterior walls.   |
| <u>50.00%</u> | 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. |
| <u>FALSE</u>  | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).  |
| <u>TRUE</u>   | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.  |
| <u>FALSE</u>  | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.  |
|               | f. <i>Not applicable for 2022 Cycles</i>   |
| <u>TRUE</u>   | g. Each unit is provided free individual high speed internet access.   |
| or            |  |
| <u>FALSE</u>  | h. Each unit is provided free individual WiFi access.  |
| <u>TRUE</u>   | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.   |
| or            |  |
| <u>FALSE</u>  | j. Full bath fans are equipped with a humidistat.  |
| <u>TRUE</u>   | k. Cooking surfaces are equipped with fire prevention features   |
| or            |  |
| <u>FALSE</u>  | l. Cooking surfaces are equipped with fire suppression features.   |
| <u>FALSE</u>  | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.   |
| or            |  |
| <u>TRUE</u>   | n. All Construction types: each unit is equipped with a permanent dehumidification system.   |
| <u>TRUE</u>   | o. All interior doors within units are solid core.   |
| <u>TRUE</u>   | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.   |
| <u>TRUE</u>   | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.   |
| <u>0%</u>     | 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)  |
| <u>TRUE</u>   | 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"/> TRUE  | 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                           |

*If Green Certification is selected, no points will be awarded for d. Watersense Bathroom fixtures above.*

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

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

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

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

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

- 9 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:

11% of Total Rental Units

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

If not, please explain: \_\_\_\_\_

	<p><b>Architect of Record initial here that the above information is accurate per certification statement within this application.</b></p>
---	--



**K. SPECIAL HOUSING NEEDS**

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

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

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

TRUE

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

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

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


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

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

FALSE

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

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



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

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

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

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

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

FALSE Supportive Housing (as described in the Tax Credit Manual)

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

K. SPECIAL HOUSING NEEDS

b. The development has existing tenants and a relocation plan has been developed..... TRUE
(If True, Virginia Housing policy requires that the impact of economic and/or physical displacement on those tenants be minimized, in which Owners agree to abide by the Authority's Relocation Guidelines for LIHTC properties.)

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

3. Leasing Preferences

a. Will leasing preference be given to applicants on a public housing waiting list and/or Section 8 waiting list? select: Yes
Organization which holds waiting list: Petersburg Redevelopment and Housing Authority
Contact person: LaShawn Forehand
Title: HCVSupervisor
Phone Number: (804) 733-2200

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: 24
% of total Low Income Units 29%

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)

4. Target Population Leasing Preference

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

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

First Name: Latysha
Last Name: Carpenter
Phone Number: (804) 733-2200 Email: latysha.carpenter@petersburgrha.org

**K. SPECIAL HOUSING NEEDS**

**5. 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 a resident 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 residents 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 with a licensed provider.

**6. Rental Assistance**

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

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

TRUE      Rental Assistance Demonstration (RAD) or other PHA conversion to based rental assistance.

FALSE      Section 8 New Construction Substantial Rehabilitation

FALSE      Section 8 Moderate Rehabilitation

FALSE      Section 811 Certificates

TRUE      Section 8 Project Based Assistance

FALSE      RD 515 Rental Assistance

TRUE      Section 8 Vouchers  
\*Administering Organization: PRHA

FALSE      State Assistance  
\*Administering Organization: \_\_\_\_\_

TRUE      Other: \_\_\_\_\_

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

TRUE

i. If True above, how many of the 30% units will not have project based vouchers? 0

d. Number of units receiving assistance: 84  
How many years in rental assistance contract? 20.00  
Expiration date of contract: 12/31/2043  
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 CATEGORY**

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:**

Warning: Greater than 50% of units does not increase bonus points.


Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
	0.00%	30% Area Median
9	10.71%	40% Area Median
75	89.29%	50% Area Median
	0.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
84	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
	0.00%	30% Area Median
9	10.71%	40% Area Median
75	89.29%	50% Area Median
	0.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
84	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 compliance?  
 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.


**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	1 BR - 1 Bath	40% AMI	9	2	747.34	\$1,070.00	\$9,630
Mix 2	1 BR - 1 Bath	50% AMI	3	2	747.34	\$1,070.00	\$3,210
Mix 3	2 BR - 2 Bath	50% AMI	2	0	1040.41	\$1,114.00	\$2,228
Mix 4	2 BR - 2 Bath	50% AMI	10	4	1040.41	\$1,114.00	\$11,140
Mix 5	2 BR - 2 Bath	50% AMI	36	0	1052.45	\$1,114.00	\$40,104
Mix 6	3 BR - 2 Bath	50% AMI	22	1	1228.98	\$1,436.00	\$31,592
Mix 7	3 BR - 2 Bath	50% AMI	2	0	1459.07	\$1,436.00	\$2,872
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0



**L. UNIT DETAILS**

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>			84	9					\$100,776

<b>Total Units</b>	<b>84</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>89,296.90</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>89,296.90</b>

<b>Floor Space Fraction (to 7 decimals)</b>	<b>100.00000%</b>
---	-------------------

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$2,500
2. Office Salaries			\$35,280
3. Office Supplies			\$1,989
4. Office/Model Apartment	(type _____ )		\$0
5. Management Fee			\$80,000
<u>7.11%</u> of EGI	<u>\$952.38</u>	Per Unit	
6. Manager Salaries			\$40,000
7. Staff Unit (s)	(type _____ )		\$0
8. Legal			\$5,000
9. Auditing			\$10,080
10. Bookkeeping/Accounting Fees			\$5,376
11. Telephone & Answering Service			\$7,560
12. Tax Credit Monitoring Fee			\$3,780
13. Miscellaneous Administrative			\$0
<b>Total Administrative</b>			<b>\$191,565</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$12,000
16. Water			\$5,000
17. Gas			\$0
18. Sewer			\$8,400
<b>Total Utility</b>			<b>\$25,400</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$8,400
21. Janitor/Cleaning Contract			\$10,920
22. Exterminating			\$8,400
23. Trash Removal			\$7,560
24. Security Payroll/Contract			\$5,040
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$25,200
28. Maintenance/Repairs Payroll			\$30,240
29. Repairs/Material			\$13,440
30. Repairs Contract			\$12,600
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$1,000
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$1,000
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$1,000
37. Miscellaneous			\$0
<b>Totals Operating &amp; Maintenance</b>			<b>\$124,800</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$7,200
39. Payroll Taxes	\$21,672
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$47,040
42. Fidelity Bond	\$0
43. Workman's Compensation	\$3,000
44. Health Insurance & Employee Benefits	\$42,000
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$120,912</b>

<b>Total Operating Expense</b>	<b>\$462,677</b>
--------------------------------	------------------

<b>Total Operating Expenses Per Unit</b>	<b>\$5,508</b>	<b>C. Total Operating Expenses as % of EGI</b>	<b>41.14%</b>
--	----------------	--	---------------

<b>Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)</b>	<b>\$21,000</b>
---	-----------------

<b>Total Expenses</b>	<b>\$483,677</b>
-----------------------	------------------

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



**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	2/24/2023	Delphine Carnes
b. Site Acquisition	12/1/2023	Delphine Carnes
c. Zoning Approval	3/15/2023	Nathaniel Pride
d. Site Plan Approval	10/31/2023	Nathaniel Pride
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	11/1/2023	Glenn Hudson
ii. Conditional Commitment	2/1/2024	Glenn Hudson
iii. Firm Commitment	3/22/2024	
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	11/1/2023	Glenn Hudson
ii. Conditional Commitment	2/1/2024	Glenn Hudson
iii. Firm Commitment	3/2/2024	Glenn Hudson
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	11/1/2023	Glenn Hudson
ii. Conditional Commitment	2/1/2024	Glenn Hudson
iii. Firm Commitment	3/22/2024	Glenn Hudson
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	VH PHA Grant	Glenn Hudson
ii. Application		
iii. Award/Commitment	3/15/2023	Glenn Hudson
<b>2. Formation of Owner</b>	1/24/2023	Delphine Carnes
<b>3. IRS Approval of Nonprofit Status</b>		Delphine Carnes
<b>4. Closing and Transfer of Property to Owner</b>	5/1/2024	Nathaniel Pride
<b>5. Plans and Specifications, Working Drawings</b>	12/1/2023	Grimm + Parker
<b>6. Building Permit Issued by Local Government</b>	4/1/2024	Nathaniel Pride
<b>7. Start Construction</b>	6/1/2024	Nathaniel Pride
<b>8. Begin Lease-up</b>	10/1/2025	Christine Wynn
<b>9. Complete Construction</b>	12/1/2025	Nathaniel Pride
<b>10. Complete Lease-Up</b>	1/30/2026	Christine Wynn
<b>11. Credit Placed in Service Date</b>	12/1/2025	Nathaniel Pride

**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 the left.

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.

Item	(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"
<b>Must Use Whole Numbers Only!</b>				
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	15,898,000	0	15,898,000	0
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	300,000	0	300,000	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	16,198,000	0	16,198,000	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
<input type="checkbox"/> h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	2,000,000	0	2,000,000	0
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	1,000,000	0	1,000,000	0
p. Site Work	0	0	0	0
q. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	3,000,000	0	3,000,000	0
<b>Total Structure and Land</b>	19,198,000	0	19,198,000	0
r. General Requirements	1,091,880	0	1,091,880	0
s. Builder's Overhead ( 1.9% Contract)	363,960	0	363,960	0
t. Builder's Profit ( 5.7% Contract)	1,091,880	0	1,091,880	0
u. Bonds	194,720	0	194,720	0
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: <input type="checkbox"/>	0	0	0	0
z. Other 2: <input type="checkbox"/>	0	0	0	0
aa. Other 3: <input type="checkbox"/>	0	0	0	0
<b>Contractor Costs</b>	<b>\$21,940,440</b>	<b>\$0</b>	<b>\$21,940,440</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.

Item	(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"
<b>2. Owner Costs</b>				
a. Building Permit	100,000	0	100,000	0
b. Architecture/Engineering Design Fee \$8,170 /Unit)	686,250	0	686,250	0
c. Architecture Supervision Fee \$2,723 /Unit)	228,750	0	228,750	0
d. Tap Fees	0	0	0	0
e. Environmental	35,000	0	35,000	0
f. Soil Borings	25,000	0	25,000	0
g. Green Building (Earthcraft, LEED, etc.)	0	0	0	0
h. Appraisal	8,500	0	8,500	0
i. Market Study	7,000	0	7,000	0
j. Site Engineering / Survey	75,000	0	75,000	0
k. Construction/Development Mgt	175,000	0	175,000	0
l. Structural/Mechanical Study	25,000	0	25,000	0
m. Construction Loan Origination Fee	50,000	0	50,000	0
n. Construction Interest ( 5.4% for 24 months)	1,250,000	0	1,250,000	0
o. Taxes During Construction	0	0	0	0
p. Insurance During Construction	165,000	0	165,000	0
q. Permanent Loan Fee ( 3.0% )	259,758	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	17,000	0	0	0
t. Cost Certification Fee	17,000	0	0	0
u. Accounting	0	0	0	0
v. Title and Recording	80,000	0	80,000	0
w. Legal Fees for Closing	150,000	0	106,500	0
x. Mortgage Banker	75,000	0	0	0
y. Tax Credit Fee	106,054			
z. Tenant Relocation	450,000	0	0	0
aa. Fixtures, Furnitures and Equipment	50,000	0	50,000	0
ab. Organization Costs	50,000	0	0	0
ac. Operating Reserve	506,879	0	0	0
ad. Contingency	1,316,426	0	1,316,426	0
ae. Security	75,000	0	0	0
af. Utilities	0	0	0	0

**O. PROJECT BUDGET - OWNER COSTS**

ag. Servicing Reserve	35,000			
(1) Other* specify: Consultant	250,000	0	0	0
(2) Other* specify: Lease-Up Reserve	80,000	0	0	0
(3) Other* specify: Earthcraft	30,000	0	0	0
(4) Other* specify: Cost Seg/Nutrient Credits	32,000	0	0	0
(5) Other* specify: Marketing/Lease up	25,000	0	0	0
(6) Other* specify: Soft Cost Contingency	40,000	0	40,000	0
(7) Other* specify: Bank Legal/Proposal Fee	45,000	0	0	0
(8) Other* specify: Material Testing	40,000	0	0	0
(9) Other* specify:	0	0	0	0
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$6,560,617</b>	<b>\$0</b>	<b>\$4,423,426</b>	<b>\$0</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$28,501,057</b>	<b>\$0</b>	<b>\$26,363,866</b>	<b>\$0</b>
<b>3. Developer's Fees</b>	<b>2,500,000</b>	<b>0</b>	<b>2,500,000</b>	<b>0</b>
<b>Action:</b> Provide Developer Fee Agreement (Tab A)				
<b>4. Owner's Acquisition Costs</b>				
Land	500,000			
Existing Improvements	2,000,000	0		
Subtotal 4:	\$2,500,000	\$0		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$33,501,057	\$0	\$28,863,866	\$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:**

**\$2,910,085**

Proposed Development's Cost per Sq Foot  
Applicable Cost Limit by Square Foot:

\$268 **Meets Limits**  
\$328

Proposed Development's Cost per Unit  
Applicable Cost Limit per Unit:

\$369,060 **Proposed Cost per Unit exceeds limit**  
\$315,423

**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>	33,501,057	0	28,863,866	0
<b>2. Reductions in Eligible Basis</b>				
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
<b>3. Total Eligible Basis (1 - 2 above)</b>		0	28,863,866	0
<b>4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)</b>				
a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>			8,659,160	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>			37,523,026	0
<b>5. Applicable Fraction</b>		100.00000%	100.00000%	100.00000%
<b>6. Total Qualified Basis (Eligible Basis x Applicable Fraction)</b>		0	37,523,026	0
<b>7. Applicable Percentage</b>		4.00%	4.00%	4.00%
<i>(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)</i>				
<b>8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)</b>		\$0	\$1,500,921	\$0
<i>(Must be same as BIN total and equal to or less than credit amount allowed)</i>			\$1,500,921 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 TEB			\$16,484,595	
2. PRHA			\$4,350,000	
3. Bridge Loan			\$3,781,686	
Total Construction Funding:			\$24,616,281	

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1. Virginia Housing			\$5,484,595	\$362,124	6.00%	40	40
2. VH REACH			\$3,373,998	\$167,958	3.95%	40	40
3. PRHA Seller Financing	3/10/2023	3/10/2023	\$2,500,000	\$0			40
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$11,358,593	\$530,082			

**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. PRHA-VH Grant	3/15/2023	3/9/2023	\$850,000	Latysha Carpenter
2. PRHA Capital Funds	3/9/2023	3/9/2023	\$1,000,000	Latysha Carpenter
3. HOTC Equity	7/27/2023		\$7,500,000	Glenn Hudson
4.				
5.				
6.				
Total Permanent Grants:			\$9,350,000	

**Q. SOURCES OF FUNDS**

**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.	PRHA Seller Financing	3/10/2023	\$2,500,000
2.	PRHA-VH Grant	3/9/2023	\$850,000
3.	PRHA Capital Funds	3/9/2023	\$1,000,000
4.			
5.			
Total Subsidized Funding			\$4,350,000

**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..... **FALSE**

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	\$16,484,595
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$3,373,998
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$0
k.	Other:	\$2,500,000
	PRHA Seller Financing	
l.	Other:	\$1,850,000
	PRHA Capital funds/Public Hsg Grant	

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: **52.56%**

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

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

c. **FALSE** Other [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	\$189,364	(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** \$189,364

**2. Equity Gap Calculation**

a. Total Development Cost	\$33,501,057
b. Total of Permanent Funding, Grants and Equity	- <span style="border-bottom: 1px solid black;">\$20,897,957</span>
c. Equity Gap	<span style="border-bottom: 1px solid black;">\$12,603,100</span>
d. Developer Equity	- <span style="border-bottom: 1px solid black;">\$1,260</span>
e. Equity gap to be funded with low-income tax credit proceeds	\$12,601,840

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

a. Actual or Anticipated Name of Syndicator: ▶ TBD

Contact Person:  Phone:

Street Address:

City:  State:  Zip:

b. Syndication Equity

i. Anticipated Annual Credits	<span style="border-bottom: 1px solid black;">\$1,500,369.00</span>
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	<span style="border-bottom: 1px solid black;">\$0.840</span>
iii. Percent of ownership entity (e.g., 99% or 99.9%)	<span style="border-bottom: 1px solid black;">99.99000%</span>
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	<span style="border-bottom: 1px solid black;">\$0</span>
v. Net credit amount anticipated by user of credits	<span style="border-bottom: 1px solid black;">\$1,500,219</span>
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	<span style="border-bottom: 1px solid black;">\$12,601,840</span>

c. Syndication: Select?

d. Investors: Select?

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$12,601,840

**5. Net Equity Factor**

Must be equal to or greater than 85% 84.0000047324%

**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		\$33,501,057
2. Less Total of Permanent Funding, Grants and Equity	-	\$20,897,957
3. Equals Equity Gap		\$12,603,100
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		84.0000047324%
5. Equals Ten-Year Credit Amount Needed to Fund Gap		\$15,003,690
Divided by ten years		10
6. Equals Annual Tax Credit Required to Fund the Equity Gap		\$1,500,369
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		\$1,500,921
8. Requested Credit Amount	For 30% PV Credit:	\$1,500,369
	For 70% PV Credit:	\$0
Credit per LI Units	\$17,861.5357	
Credit per LI Bedroom	\$8,335.3833	
	<b>Combined 30% &amp; 70% PV Credit Requested</b>	<b>\$1,500,369</b>

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		\$100,776
Plus Other Income Source (list):	<input type="text"/>	\$0
Equals Total Monthly Income:		\$100,776
Twelve Months		x12
Equals Annual Gross Potential Income		\$1,209,312
Less Vacancy Allowance	7.0%	\$84,652
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>		<b>\$1,124,660</b>

**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):	<input type="text"/>	\$0
Equals Total Monthly Income:		\$0
Twelve Months		x12
Equals Annual Gross Potential Income		\$0
Less Vacancy Allowance	0.0%	\$0
<b>Equals Annual Effective Gross Income (EGI) - Market Rate Units</b>		<b>\$0</b>

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

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

a. Annual EGI Low-Income Units	\$1,124,660
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$1,124,660
d. Total Expenses	\$483,677
e. Net Operating Income	\$640,983
f. Total Annual Debt Service	\$530,082
g. Cash Flow Available for Distribution	\$110,901

T. CASH FLOW

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

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	1,124,660	1,147,153	1,170,096	1,193,498	1,217,368
Less Oper. Expenses	483,677	498,187	513,133	528,527	544,383
Net Income	640,983	648,966	656,964	664,971	672,986
Less Debt Service	530,082	530,082	530,082	530,082	530,082
Cash Flow	110,901	118,884	126,882	134,889	142,904
Debt Coverage Ratio	1.21	1.22	1.24	1.25	1.27

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,241,716	1,266,550	1,291,881	1,317,719	1,344,073
Less Oper. Expenses	560,714	577,536	594,862	612,708	631,089
Net Income	681,001	689,014	697,019	705,011	712,984
Less Debt Service	530,082	530,082	530,082	530,082	530,082
Cash Flow	150,919	158,932	166,937	174,929	182,902
Debt Coverage Ratio	1.28	1.30	1.31	1.33	1.35

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,370,954	1,398,374	1,426,341	1,454,868	1,483,965
Less Oper. Expenses	650,021	669,522	689,608	710,296	731,605
Net Income	720,933	728,851	736,733	744,572	752,360
Less Debt Service	530,082	530,082	530,082	530,082	530,082
Cash Flow	190,851	198,769	206,651	214,490	222,278
Debt Coverage Ratio	1.36	1.37	1.39	1.40	1.42

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

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

**Must Complete**

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

Number of BINS: 5

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

Bldg #	BIN if known	NUMBER OF		Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS					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	
		Street Address 1	Street Address 2	City	State	Zip															
1.		12		Building J- Garden		Petersburg	VA	23803				\$0	\$5,360,789		4.00%	\$214,432					\$0
2.		12		Building K-Garden		Petersburg	VA	23803				\$0	\$5,360,789		4.00%	\$214,432					\$0
3.		24		Building L-Garden		Petersburg	VA	23803				\$0	\$10,720,329		4.00%	\$428,813					\$0
4.		24		Building N-Garden		Petersburg	VA	23803				\$0	\$10,720,329		4.00%	\$428,813					\$0
5.		12		Building P- Garden		Petersburg	VA	23803				\$0	\$5,360,790		4.00%	\$214,432					\$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

84 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$0

\$37,523,026

\$1,500,921

\$0

\$0

Number of BINS: 5

**V. STATEMENT OF OWNER**

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 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: Pecan Acres Estates Phase II, L.P  
\_\_\_\_\_  
\_\_\_\_\_

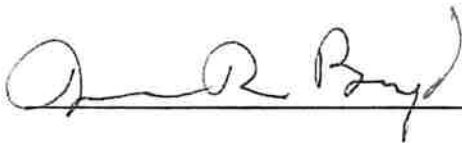
By: *Nathaniel Fide*  
Its: Executive Director PRHA-Sole Member Pecan Acres  
(Title)

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:	<u>James R. Boyd</u>
Virginia License#:	<u>0401004107</u>
Architecture Firm or Company:	<u>Grimm and Parker Architecture, Inc.</u>

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

Its: Senior 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	N	0 or 10	0.00
e. Location in a revitalization area with resolution	Y	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
<b>Total:</b>			<b>25.00</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	12.98%	Up to 40	25.97
d. Tax abatement on increase of property's value	Y	0 or 5	5.00
e. New project based rental subsidy (HUD or RD)	Y	0 or 10	10.00
f. Census tract with <12% poverty rate	0%	0, 20, 25 or 30	0.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	Y	Up to 20	20.00
<b>Total:</b>			<b>60.97</b>

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			77.00
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	Y	0 or 10	10.00
h. Units constructed to meet Virginia Housing's Universal Design standards	11%	Up to 15	1.61
i. Developments with less than 100 low income units	Y	up to 20	6.40
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			<u>155.01</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$101,000	\$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	28.57%	Up to 15	15.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	10.71%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	100.00%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	100.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	100.00%	Up to 50	0.00
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 item	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	89.13
b. Cost per unit		Up to 100	36.76
Total:			<u>125.89</u>

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	Y	0 or 5	5.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
Total:			<u>70.00</u>

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

**TOTAL SCORE: 531.87**

**Enhancements:**

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	40.00
c. Sub metered water expense	5	0.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
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	10.00
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	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
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>77.00</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>77.00</u></b>

X. Development Summary

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

**Deal Name:** Pecan Acres Estates Phase II

**Cycle Type:** 4% Tax Exempt Bonds Credits **Requested Credit Amount:** \$1,500,369  
**Allocation Type:** 0 **Jurisdiction:** Petersburg City  
**Total Units:** 84 **Population Target:** General  
**Total LI Units:** 84  
**Project Gross Sq Ft:** 115,792.49 **Owner Contact:** Nathaniel Pride  
**Green Certified?** TRUE

**Total Score**  
531.87

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$11,358,593	\$135,221	\$98	\$530,082
Grants	\$9,350,000	\$111,310		
Subsidized Funding	\$4,350,000	\$51,786		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$19,198,000	\$228,548	\$166	57.31%
General Req/Overhead/Profit	\$2,547,720	\$30,330	\$22	7.60%
Other Contract Costs	\$194,720	\$2,318	\$2	0.58%
Owner Costs	\$6,560,617	\$78,103	\$57	19.58%
Acquisition	\$2,500,000	\$29,762	\$22	7.46%
Developer Fee	\$2,500,000	\$29,762	\$22	7.46%
<b>Total Uses</b>	<b>\$33,501,057</b>	<b>\$398,822</b>		

**Total Development Costs**

Total Improvements	\$28,501,057
Land Acquisition	\$2,500,000
Developer Fee	\$2,500,000
<b>Total Development Costs</b>	<b>\$33,501,057</b>

**Proposed Cost Limit/Sq Ft:** \$268  
**Applicable Cost Limit/Sq Ft:** \$328  
**Proposed Cost Limit/Unit:** \$369,060  
**Applicable Cost Limit/Unit:** \$315,423

Income	
Gross Potential Income - LI Units	\$1,209,312
Gross Potential Income - Mkt Units	\$0
Subtotal	\$1,209,312
Less Vacancy %	7.00%
<b>Effective Gross Income</b>	<b>\$1,124,660</b>

**Rental Assistance?** TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$191,565	\$2,281
Utilities	\$25,400	\$302
Operating & Maintenance	\$124,800	\$1,486
Taxes & Insurance	\$120,912	\$1,439
<b>Total Operating Expenses</b>	<b>\$462,677</b>	<b>\$5,508</b>
Replacement Reserves	\$21,000	\$250
<b>Total Expenses</b>	<b>\$483,677</b>	<b>\$5,758</b>

Cash Flow	
EGI	\$1,124,660
Total Expenses	\$483,677
<b>Net Income</b>	<b>\$640,983</b>
Debt Service	\$530,082
<b>Debt Coverage Ratio (YR1):</b>	<b>1.21</b>

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	12
# of 2BR	48
# of 3BR	24
# of 4+ BR	0
<b>Total Units</b>	<b>84</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	9	9
50% AMI	75	75
60% AMI	0	0
>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	\$1,500,921
Credit Requested	\$1,500,369
% of Savings	0.04%
Sliding Scale Points	89.13

**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	\$31,001,057	
Total Square Feet	115,792.49	
Proposed Cost per SqFt	\$267.73	
Applicable Cost Limit per Sq Ft	\$328.00	
% of Savings	18.38%	
Total Units	84	
Proposed Cost per Unit	\$369,060	
Applicable Cost Limit per Unit	\$315,423	
% of Savings	-17.00%	
Max % of Savings	18.38% Sliding Scale Points	36.76

# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, January 24, 2023

This is to certify that the certificate of limited partnership of

### **Pecan Acres Estates Phase II, L.P.**

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

Effective date: January 24, 2023



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, January 24, 2023

This is to certify that the certificate of organization of

### **Pecan Acres Estates Phase II, G.P., 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 24, 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 Pecan Acres Estates Phase II

Name of Applicant (entity) Pecan Acres Estates Phase II, L.P.

#### **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)

# List of LIHTC Developments (Schedule A)



Development Name: Pecan Acres Estates Phase II  
 Name of Applicant: Pecan Acres Estates Phase II, L.P.

**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 since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Petersburg Redevelopment and Housing Authority Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 Principal's Name: Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1 Washington Columns, Petersburg VA	Washington Columns, L.P. (804) 733-2200	Y	26	26	12/1/2002	5/19/2003	N
2 Wythe Row, Petersburg, VA	Wythe Row, L.P. (804) 733-2200	Y	12	12	12/1/1999	8/1/2000	N
3 Sycamore Towers Apartments, Petersburg, VA	Sycamore Towers Apartments, L.P. (804) 733-2200	Y	100	100	12/31/2020	12/28/2021	N
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							

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

1st PAGE TOTAL: 138 138

LIHTC as % of Total Units 100%

# **Tab D:**

List of LIHTC Developments (Schedule A)  
(MANDATORY)

# List of LIHTC Developments (Schedule A)



Development Name: Pecan Acres Estates Phase II  
 Name of Applicant: Pecan Acres Estates Phase II, L.P.

**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 since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Petersburg Redevelopment and Housing Authority Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 Principal's Name: Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Washington Columns, Petersburg, VA	Washington Columns, L.P. (804) 733-2200	Y	26	26	12/1/2002	5/19/2003	N
2	Wythe Row, Petersburg, VA	Wythe Row, L.P. (804) 733-2200	Y	12	12	12/1/1999	8/1/2000	N
3	Sycamore Towers Apartments, Petersburg, VA	Sycamore Towers Apartments, L.P. (804) 733-2200	Y	100	100	12/31/2020	12/28/2021	N
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								

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

# **Tab E:**

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

PROPERTY LOCATION Map 046040804 Block Lot

!38007

No	All No	Direction/Street/City
201		ONWOOD DR, PETERSBURG

OWNERSHIP	
Owner 1	PETG REDEV & HSING AUTHORITY
Street 1	PO BOX 311
Twn/City	PETERSBURG
St/Prov	VA
Postal	23804

ACTIVITY INFORMATION			
Date	Result	By	Name

PROPERTY FACTORS						
Item	Code	Description	%	Item	Code	Description
Z	R-4	R-4	100	water		
o				Sewe		
n				Electri		

CONDO INFORMATION				DEPRECIATION			
Location:		Phys Cond:	0.00 %				
Ttl Units:		Functional:	%				
Floor:		Economic:	%				
% Own:		Special:	%				
Name:		Override:	%				

IN PROCESS APPRAISAL SUMMARY

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value
306	315331.000	600,000		147,800	747,800

Total Card	7.239	600,000	147,800	747,800
Total Parcel	7.239	600,000	147,800	747,800

Source:	OverRide	Total Assmnt per SQ unit /Card:	N/A	/Parcel:	N/A
---------	----------	---------------------------------	-----	----------	-----

PREVIOUS ASSESSMENT							
Tax Yr	Use	Building Value	Yard Items	Land Size	Land Value	Total Value	Total Assessed
2023	306	600,000		315,331	147,800	747,800	
2022	306	600,000		315,331	147,800	747,800	747,800

SALES INFORMATION									
Grantor	Legal Ref	Type	Date	Nal Desc	Sale Price	V	Tst	Verif	Assoc PCL Value
	318-412		1/25/1973	QUALIFIED	3,190,530	No	No		1430000

SPEC FEATURES/YARD ITEMS

Code	Description	A	Y/S	Qty	Size/Dim	Qual	Con	Year	Unit Price	D/S	Dep	LUC	Fact	NB Fa	Appr Value	JCoo	JFact	Ass'd Value
------	-------------	---	-----	-----	----------	------	-----	------	------------	-----	-----	-----	------	-------	------------	------	-------	-------------

More:	N	Total Yard Items:		Total Special Features:		Total:	
-------	---	-------------------	--	-------------------------	--	--------	--

LAND SECTION

Code	Description	Fact	Units	Depth/Pr/Unit	Unit Type	Land Type	Factor	Base	Price	Adj	NBC	N.INF	N.Mod	Inf1	%	Inf2	%	Inf3	%	Appraised	Alt Clas	%	Spec	J	Fact	Use Value	Notes
306	21/More Unit		315331		SQUARE FESITE			0	1	1.00	3060				0					315,331						315,300	

Total AC/HA:	7.23900	Total SF/SM:	315331	Parcel LUC:	306	21/More Unit	Prime NB Desc	Apts	Total:	315,331	Spl Credit	Total:	315,300	More:	Y
--------------	---------	--------------	--------	-------------	-----	--------------	---------------	------	--------	---------	------------	--------	---------	-------	---

EXTERIOR INFORMATION	
Type:	
Sty Ht:	
(Liv) Units:	Total: 0
Foundation:	
Frame:	
Prime Wall:	
Sec Wall:	%
Roof Struct:	
Roof Cover:	
Color:	
View /Desir:	

GENERAL INFORMATION	
Grade:	
Year Bilt:	Eff Yr Bilt:
Alt LUC:	Alt %:
Jurisdct:	Fact:
Const Mod:	
Lump Sum Adj:	

INTERIOR INFORM			
Avg Ht/FL:			
Prim Int Wal:			
Sec Int Wall:	%		
Partition:			
Prim Floors:			
Sec Floors:	%		
Bsmnt Flr:			
Bsmnt Gar:			
Electric:			
Insulation:			
Int vs Ext:			
Heat Fuel:			
Heat Type:			
# Heat Sys:			
% Heated:	% AC:		
Solar HW:	NO	Central Vac:	NO
% Com Wal:	% Sprinkled:		

TAX DISTRICT

BATH FEATURES	
Full Bath:	Rating:
A Bath:	Rating:
3/4 Bath:	Rating:
A 3QBth:	Rating:
1/2 Bath:	Rating:
A HBth:	Rating:
OthrFix:	Rating:

OTHER FEATURES	
Kits:	Rating:
A Kits:	Rating:
Frpl:	Rating:
WSFlue:	Rating:

REMODELING	
Exterior:	
Interior:	
Additions:	
Kitchen:	
Baths:	
Plumbing:	
Electric:	
Heating:	
General:	

BUILDING PERMITS CARD 1 of 1 TOTAL ASSESSED: 747,800

Date	Number	Descrip	Amount	C/O	Last Visit	Fed Code	F. Descr	Comment
------	--------	---------	--------	-----	------------	----------	----------	---------

SUB AREA				
Code	Description	Area - SQ	Rate - AV	Undepr Value

CALC SUMMARY	
Basic \$ / SQ:	
Size Adj:	1.00000000
Const Adj:	1.00000000
Adj \$ / SQ:	
Grade Factor:	
Other Features:	0
NBHD Inf:	1.00000000
NBHD Mod:	
LUC Factor:	1.00
Adj Total:	0
Depreciation:	0
Depreciated Total:	0
Juris Factor:	
Special Features:	0
Final Total:	0

Net Sketched Area:		Total:	
Size Ad	Gross Area	FinArea	

SUB AREA DETAIL									
RES BREAKDOWN	No Unit	RMS	BRS	FL	Sub Area	% Usbl	Descr	% Type	Qu Ten

COMMENTS  
EXT.JL.400

Legal Description  
PECAN ACRES RESUBD -7.239 acres



PROPERTY LOCATION Map 046040805 Block Lot

No	Alt No	Direction/Street/City
200		ONWOOD DR, PETERSBURG

EXTERIOR INFORMATION

INTERIOR INFORMATION

TAX DISTRICT

138007

**OWNERSHIP**

Owner 1: PETG REDEV & HSING AUTHORITY

Street 1: PO BOX 311

Twn/City: PETERSBURG

SI/Prov: VA Cntry Own Occ

Postal: 23804 Type

Type: Sty Ht: (Liv) Units: Total: 0

Foundation: Frame: Prime Wall: Sec Wall: %

Roof Struct: Roof Cover: Color: View /Desir:

Avg HWFL: Prim Int Wal: Sec Int Wall: %

Partition: Prim Floors: Sec Floors: %

Bsmnt Flr: Bsmnt Gar: Electric: Insulation: Int vs Ext: Heat Fuel: Heat Type: # Heat Sys: % Heated: % AC: Solar HW: NO Central Vac: NO % Com Wal: % Sprinkled

**ACTIVITY INFORMATION**

Date	Result	By	Name
------	--------	----	------

**PROPERTY FACTORS**

Item	Code	Description	%	Item	Code	Description
Z	R-4	R-4	100	water		
				Sewe		
				Electri		

**GENERAL INFORMATION**

Grade: Year Blt: Eff Yr Blt: All LUC: All %: Jurisdict: Fact: Const Mod: Lump Sum Adj:

BATH FEATURES

Full Bath: Rating: A Bath: Rating: 3/4 Bath: Rating: A 3QBth: Rating: 1/2 Bath: Rating: A HBth: Rating: OthrFix: Rating:

**CONDO INFORMATION**

Location:	Phys Cond:	%
		0.00
Ttl Units:	Functional:	%
Floor:	Economic:	%
% Own:	Special:	%
Name:	Override:	%

Petersburg ParcelID 046040805 Pat Acct 380071

Full Bath: Rating: A Bath: Rating: 3/4 Bath: Rating: A 3QBth: Rating: 1/2 Bath: Rating: A HBth: Rating: OthrFix: Rating:

BUILDING PERMITS CARD 1 of 1 TOTAL ASSESSED: 471,100

**IN PROCESS APPRAISAL SUMMARY**

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value
306	154769.000	400,000		71,100	471,100

Pat Acct 380071

**OTHER FEATURES**

Kits: Rating: A Kits: Rating: Frpl: Rating: WSFlue: Rating:

Date	Number	Descrip	Amount	C/O	Last Visit	Fed Code	F. Descr	Comment
------	--------	---------	--------	-----	------------	----------	----------	---------

Total Card	3,553	400,000	71,100	471,100
Total Parcel	3,553	400,000	71,100	471,100

Source: OverRide Total Assmnt per SQ unit /Card: N/A /Parcel: N/A

Print Date/Time 03/10/23 14:47:34

**SUB AREA**

Code	Description	Area - SQ	Rate - AV	Undepr Value
------	-------------	-----------	-----------	--------------

**CALC SUMMARY**

Basic \$ / SQ:	
Size Adj:	1.00000000
Const Adj:	1.00000000
Adj \$ / SQ:	
Grade Factor:	
Other Features:	0
NBHD Inf:	1.00000000
NBHD Mod:	
LUC Factor:	1.00
Adj Total:	0
Depreciation:	0
Depreciated Total:	0
Juris Factor:	
Special Features:	0
Final Total:	0

**PREVIOUS ASSESSMENT**

Tax Yr	Use	Building Value	Yard Items	Land Size	Land Value	Total Value	Total Assessed
2023	306	400,000		154,769	71,100	471,100	
2022	306	400,000		154,769	71,100	471,100	471,100

REMODELING

Exterior: Interior: Additions: Kitchen: Baths: Plumbing: Electric: Heating: General:

Net Sketched Area: Total: Size Ad: Gross Area: FinArea:

**RES BREAKDOWN**

No Unit	RMS	BRS	FL	Sub Area	% Usbl	Descr	% Type	Qu	# Ten
---------	-----	-----	----	----------	--------	-------	--------	----	-------

**SALES INFORMATION**

Grantor	Legal Ref	Type	Date	Nal Desc	Sale Price	V	Tst	Verif	Assoc PCL Value
	318-412		1/25/1973	QUALIFIED	3,190,530	No	No		1430000

REMODELING

Exterior: Interior: Additions: Kitchen: Baths: Plumbing: Electric: Heating: General:

Net Sketched Area: Total: Size Ad: Gross Area: FinArea:

**SPEC FEATURES/YARD ITEMS**

Code	Description	A	Y/S	Qty	Size/Dim	Qual	Con	Year	Unit Price	D/S	Dep	LUC	Fact	NB Fa	Appr Value	JCod	JFact	Ass'd Value
------	-------------	---	-----	-----	----------	------	-----	------	------------	-----	-----	-----	------	-------	------------	------	-------	-------------

REMODELING

Exterior: Interior: Additions: Kitchen: Baths: Plumbing: Electric: Heating: General:

Net Sketched Area: Total: Size Ad: Gross Area: FinArea:

**COMMENTS**

EXTJL400

**Legal Description**

PECAN ACRES RESUBD - 3.553 acres

More: N Total Yard Items: Total Special Features: Total:

**LAND SECTION**

Code	Description	Fact	Units	Depth/Pr/Unit	Unit Type	Land Type	Factor	Base	Price	Adj	NBC	N-INF	N.Mod	Int 1	%	Int 2	%	Int 3	%	Appraised	All Clas	%	Spec	J	Fact	Use Value	Notes	
306	21/More Unil		154769		SQUARE FESITE						0	1	1.00	3060		0					154,769						154,800	

Total AC/HA: 3.55301 Total SF/SM: 154769 Parcel LUC: 306 21/More Unit Prime NB Desc Apts Total: 154,769 Spl Credit: Total: 154,800 More: Y

PROPERTY LOCATION Map 046040802 Block Lot

Table with columns: No, Alt No, Direction/Street/City. Value: 201, ER RD, PETERSBURG

OWNERSHIP Table with columns: Owner 1, Street 1, Twn/City, S/U/Prov, Postal. Value: PETG REDEV & HSING AUTHORITY, PO BOX 311, PETERSBURG, VA, 23804

ACTIVITY INFORMATION Table with columns: Date, Result, By, Name

PROPERTY FACTORS Table with columns: Item, Code, Description, %, Item, Code, Description. Value: Z, R-4, R-4, 100, water, Sewe, Electri

CONDO INFORMATION Table with columns: Location, Ttl Units, Floor, % Own, Name, Phys Cond, Functional, Economic, Special, Override

IN PROCESS APPRAISAL SUMMARY Table with columns: Use Code, Land Size, Building Value, Yard Items, Land Value, Total Value. Value: 300, 72658.000, 33,400, 33,400

Table with columns: Total Card, Total Parcel. Value: 1,668, 33,400

PREVIOUS ASSESSMENT Table with columns: Tax Yr, Use, Building Value, Yard Items, Land Size, Land Value, Total Value, Total Assessed. Value: 2023, 300, 72,658, 33,400, 33,400

SALES INFORMATION Table with columns: Grantor, Legal Ref, Type, Date, Nat Desc, Sale Price, V, Tst, Verif, Assoc PCL Value. Value: 318-412, 1/25/1973, QUALIFIED, 3,190,530

SPEC FEATURES/YARD ITEMS Table with columns: Code, Description, A, Y/S, Qty, Size/Dim, Qual, Con, Year, Unit Price, D/S, Dep, LUC, Fact, NB Fa, Appr Value, JCod, JFact, Ass'd Value

Table with columns: More, Total Yard Items, Total Special Features, Total

LAND SECTION Table with columns: Code, Description, Fact, Units, Depth/Pr Uni, Unit Type, Land Type, Factor, Base, Price, Adj, NBC, N.INF, N.Mod, Infi 1, %, Infi 2, %, Infi 3, %, Appraisec, Alt Clas, %, Spec, J, Fact, Use Value, Notes. Value: 300, Multi Vac, 72658, SQUARE FE SITE, 0, 1, 1.00, 3060, 0

Table with columns: Total AC/HA, Total SF/SM, Parcel LUC, Multi Vac, Prime NB Desc, Apts, Total, 72,658, Spl Credit, Total, 72,700, More: Y

EXTERIOR INFORMATION Table with columns: Type, Sty Ht, (Liv) Units, Foundation, Frame, Prime Wall, Sec Wall, Roof Struct, Roof Cover, Color, View /Desir

GENERAL INFORMATION Table with columns: Grade, Year Blt, Eff Yr Blt, Alt LUC, Alt %, Jurisdict, Fact, Const Mod, Lump Sum Adj

Table with columns: Petersburg, ParcelID, Pat Acct. Value: 046040802, 380068

OTHER FEATURES Table with columns: Kits, A Kits, Frpl, WSFlue, Rating

REMODELING Table with columns: Exterior, Interior, Additions, Kitchen, Baths, Plumbing, Electric, Heating, General

INTERIOR INFORM Table with columns: Avg HWFL, Prim Int Wal, Sec Int Wall, Partition, Prim Floors, Sec Floors, Bsmnt Flr, Bsmnt Gar, Electric, Insulation, Int vs Ext, Heat Fuel, Heat Type, # Heat Sys, % Heated, % AC, Solar HW, Central Vac, % Com Wal, % Sprinkled

BATH FEATURES Table with columns: Full Bath, Rating, A Bath, Rating, 3/4 Bath, Rating, A 3QBth, Rating, 1/2 Bath, Rating, A HBth, Rating, OthrFix, Rating

Table with columns: Kits, A Kits, Frpl, WSFlue, Rating

REMODELING Table with columns: Exterior, Interior, Additions, Kitchen, Baths, Plumbing, Electric, Heating, General

TAX DISTRICT

BUILDING PERMITS CARD 1 of 1

TOTAL ASSESSED: 33,400

Table with columns: Date, Number, Descrip, Amount, C/O, Last Visit, Fed Code, F. Descrip, Comment

SUB AREA Table with columns: Code, Description, Area - SQ, Rate - AV, Undepr Value

RES BREAKDOWN Table with columns: No Unit, RMS, BRS, FL, Sub Area, % Usbl, Descrip, % Type, Qu, # Ten

SUB AREA DETAIL Table with columns: No Unit, RMS, BRS, FL, Sub Area, % Usbl, Descrip, % Type, Qu, # Ten

CALC SUMMARY Table with columns: Basic \$ / SQ, Size Adj, Const Adj, Adj \$ / SQ, Grade Factor, Other Features, NBHD Inf, NBHD Mod, LUC Factor, Adj Total, Depreciated Total, Juris. Factor, Special Features, Final Total

COMMENTS Table with columns: Legal Description. Value: EXT JL400, PECAN ACRES RESUBD - LT 3

## LEASE OPTION AGREEMENT

THIS LEASE OPTION AGREEMENT ("Option"), made this \_\_\_\_ day of February, 2023, between **PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia, hereinafter called "Lessor," and **PECAN ACRES ESTATES PHASE II, L.P.**, a Virginia limited partnership, hereinafter called "Lessee,"

### WITNESSETH THAT:

**WHEREAS**, Lessor holds fee simple title to certain real estate located in the City of Petersburg, Virginia, more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

**WHEREAS**, Lessee desires an option to ground lease from Lessor the Property and Lessor is willing to grant the option for the price and on the terms hereafter set forth; and

**WHEREAS**, Lessor and Lessee enter into this Option to provide the Lessee with the right to ground lease the Property.

**NOW, THEREFORE**, for and in consideration of the sum of One Hundred Dollars (\$100.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor hereby grants to Lessee the exclusive option and right to ground lease the Property, upon the following terms:

1. **Duration of Option:** This Option creates a binding contract requiring Lessor to ground lease the Property to Lessee in the event Lessee exercises the option during the period commencing on the date hereof and ending on December 31, 2023 (the "Option Period"). In the event the Lessee shall not have exercised the Option by December 31, 2023, this Option shall on that date then terminate.
2. **Exercise of Option:** This Option may be exercised by Lessee's delivering to Lessor a written notice expressly exercising the Option before the expiration of the Option Period. Upon receipt of such notice, Lessor will prepare and present to Lessee a ground lease (the "Ground Lease"), so as to have such contract fully executed by both parties. The Ground Lease will have a term of at least fifty (50) years. The Option is irrevocable for the duration of the Option Period. The Option will expire if the notice of exercise is not delivered to Lessor before the end of the Option Period. If the option is exercised, the consideration for the lease of the Property shall be the payment of rent under a ground lease to be agreed upon by Lessee and Lessor, as applicable.
3. **Option Payment:** Lessee has paid Lessor the sum of \$1.00 as the price of this Option. Upon execution of a Ground Lease, the \$1.00 option money will be credited against the Lessee's earnest money obligation at the time of contract signing. The option money shall be returned to Lessee if the failure to enter into a Ground Lease is not the choice or fault of the Lessee.

4. **Lessor's right during Option Period.** Anything herein to the contrary notwithstanding, during the Option Period the Lessor shall have the right to use the Property, or permit any other person or entity to use the Property, for any purpose. Lessor covenants and agrees that, until the expiration of the Option Period, Lessor will not lease, sell or convey the Property or any part thereof to any other party, unless expressly subject and subordinate to this Option, it being understood that Lessee shall have the exclusive rights to lease the Property from Lessor until the expiration of the Option Period or the Lessee's exercise of this Option.

5. **Restrictive Covenants:** It is hereby specified that, as a part of the consideration for the Ground Lease of the subject property, the land will be ground leased expressly subject to certain covenants, restrictions, limitations and conditions, which will at the time of Ground Lease be imposed as covenants running with and binding upon the land, and which will provide generally as follows:

- a. The Property shall not be used for commercial or industrial purposes but shall be used for residential purposes only.
- b. There shall not be effected or executed any agreement, lease, covenant, conveyance or other instrument whereby the sale, lease or occupancy of the Property is restricted upon the basis of race, creed, color, religion, sex, national origin, disability or familial status.
- c. The Lessee will comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, creed, color, religion, sex, national origin, disability or familial status in the sale, lease, or occupancy of the Property.
- d. The Lessee agrees on behalf of itself, its successors and assigns, not to discriminate upon the basis of race, creed, color, religion, sex, national origin, disability or familial status in the sale, lease, rental, use or occupancy of the Property or any improvements thereon. This covenant being given for the benefit of the public, the United States is expressly recognized as a beneficiary thereof and is entitled to enforce it for its own benefit or that of the public.
- e. Unless prevented by Act of God or war, or some other unforeseen cause wholly beyond control, within thirty (30) days after settlement there shall be begun, and within twenty-four (24) months after settlement there shall be completed on said Property, certain improvements, with appropriate landscaping.
- f. No sign or fence shall be permitted on or within the perimeter of the Property without first obtaining the written permission of the Lessor.

- g. Coal shall not be used for heating or developing fuel or for any other operation on the Property.
- h. The land area not occupied by structures, hard-surfacing or vehicular driveways, shall be kept planted with grass, trees and plants or shrubbery and maintained in a healthy condition and neat appearance. Upon default in such planting or in its maintenance, Lessee, and its successors and assigns, agrees that the necessary planting and work may be done by Lessor at the expense of Lessee, or his successors and assigns, from time to time and in keeping with this covenant.
- i. Parking areas, driveways and other vehicular accessways will be hard-surfaced with material of concrete, bituminous or similar composition.
- j. The Lessee agrees, on behalf of itself, its successors and assigns, that all buildings located on the Property and their appurtenant premises will be maintained in a sound condition and neat appearance. Necessary repairs, maintenance and upkeep will be performed so as to preserve the attractive appearance, the physical integrity and the sanitary and safe condition of the buildings. Upon default in such repairs, maintenance or upkeep, Lessee, and its successors and assigns, agree that the necessary repairs, maintenance and upkeep may be done by Lessor at the expense of Lessee, or its successors and assigns, from time to time and in keeping with this covenant.
- k. Gas, electric and other utility services shall be underground to the buildings from the main distribution. No utility line or connection to any utility line at or above ground level shall be permitted.
- l. Any service area, facility or equipment located on that side of a building or building site which is adjacent to a public right-of-way is to be enclosed or otherwise screened from view.
- m. Provision for off-street parking space for motor vehicles shall be in accordance with the zoning ordinances of the City of Petersburg.
- n. All exterior walls shall be constructed of permanent materials impervious to deterioration in appearance, such as stone, exposed aggregates, brick or glass. All roof structures and appurtenances in excess of six (6) inches in diameter and twelve (12) inches in height

shall be shielded or screened from observation from the same elevation. Such shielding or screening shall be with materials compatible and in harmony with the roof and/or side walls.

- o. No landscaping, improvements or structures, whether temporary or permanent in nature, shall be constructed, commenced or erected on the Property unless and until the plans, working drawings, specifications and materials therefor have been approved in writing by the Lessor.
- p. Covenants a, e, f, g, h, i, j, k, l, m, n and o above shall expire forty (40) years after the date of the Ground Lease.

6. **Notices:** Any notice, demand or request by either party hereto to the other shall be deemed to be given if and when posted in the U.S. Mails by registered mail, postage prepaid, addressed as follows:

**If to Lessor:**

Petersburg Redevelopment and Housing Authority  
128 S. Sycamore Street, Annex Building  
Petersburg, Virginia 23803  
Attn: Nathaniel T. Pride, Executive Director

**If to Lessee:**

Pecan Acres Estates Phase II, L.P.  
c/o Pecan Acres Estates Phase II, G.P., LLC  
128 S. Sycamore Street, Annex Building  
Petersburg, Virginia 23803  
Attn: Nathaniel T. Pride

7. **Assignment of Option:** This Option is not freely assignable. Lessee may assign the Option only to a subsidiary or affiliate of Lessee, and then only **a)** upon giving written notice to the Lessor, **b)** upon obtaining Lessor's written consent to the assignment, **and c)** provided that Assignee shall retain underlying responsibility for performing the obligations of the Lessee.

8. **Recordation of Option:** This Option may be recorded by the Lessor or the Lessee in the land records of the City of Petersburg.

9. **Applicable Law:** The interpretation and enforcement of this Option and any similar contracts entered into between Lessee and Lessor shall be governed by the laws of the Commonwealth of Virginia.

WITNESS the following signatures and seals on the day and year first above written.

**LESSOR:**

**PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY,**  
a political subdivision of the Commonwealth of Virginia

By *Nathaniel T. Pride*  
Name: Nathaniel T. Pride  
Title: Executive Director

**COMMONWEALTH OF VIRGINIA  
CITY OF PETERSBURG, to-wit:**

I, *Tanya M. Friday*, a Notary Public in and for the City aforesaid, in the Commonwealth of Virginia, whose commission expires on the *30<sup>th</sup>* day of *June 2026*, do hereby certify that Nathaniel T. Pride, Executive Director of Petersburg Redevelopment and Housing Authority, whose name is signed as such to the foregoing writing bearing date of the *24<sup>th</sup>* day of February, 2023, has acknowledged the same before me in my City and State.

Given under my hand this *24<sup>th</sup>* day of February, 2023.



*Tanya M. Friday*  
Notary Public

Notary ID: *7034376*

**LESSEE:**

**PECAN ACRES ESTATES PHASE II, L.P.,**  
a Virginia limited partnership

By: Pecan Acres Estates Phase II, G.P., LLC,  
a Virginia limited liability company  
its General Partner

By: Petersburg Redevelopment and Housing  
Authority, a political subdivision of the  
Commonwealth of Virginia, Member

By: *Nathaniel T. Pride*  
Name: Nathaniel T. Pride  
Title: Executive Director

**COMMONWEALTH OF VIRGINIA**  
**CITY OF PETERSBURG, to-wit:**

I, *Tanya M Friday*, a Notary Public in and for the City aforesaid, in  
the Commonwealth of Virginia, whose commission expires on the *30<sup>th</sup>* day of  
*June*, *2024*, do hereby certify that Nathaniel T. Pride, Executive Director of  
Petersburg Redevelopment and Housing Authority, which is a member of Pecan Acres Estates  
Phase II, G.P., LLC, the General Partner of Pecan Acres Estates Phase II, L.P., whose name is  
signed as such to the foregoing writing bearing date of the *24<sup>th</sup>* day of February, 2023, has  
acknowledged the same before me in my City and State.

Given under my hand this *24<sup>th</sup>* day of February, 2023.



*Tanya M Friday*  
Notary Public

Notary ID: *7034376*



## **EXHIBIT A**

### **Legal Description**

**ALL THOSE** certain three lots or parcels of land, together with the improvements thereon and appurtenances thereunto pertaining, situated in the City of Petersburg, Virginia, more particularly described as **Parcel A containing 7.239 acres, Parcel B containing 3.553 acres and Lot 3, containing 1.668 acres** as shown on the plat entitled "Resubdivision of Pecan Acres Petersburg, Virginia", dated May 16, 2018, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Map Book 7, at Page 46. Together with all right, title and interest of the Petersburg Redevelopment and Housing Authority in and to any alleys or streets abutting the aforescribed property.

# **Tab F:**

**RESNET Rater Certification (MANDATORY)**

## Appendices continued

### RESNET Rater Certification of Development Plans

Deal Name Pecan Acres Estates II

Deal Address 433 Pecan Street, Petersburg, VA 23803

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

X

**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.



## Appendices continued

### 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 \_\_\_\_\_.

# RESNET HOME ENERGY RATING Standard Disclosure

For home(s) located at: 433 Pecan St, Petersburg, VA

Check the applicable disclosure(s):

1. The Rater or the Rater's employer is receiving a fee for providing the rating on this home.
2. In addition to the rating the Rater or the Rater's employer has also provided the following consulting services for this home:
- A. Mechanical system design
  - B. Moisture control or indoor air quality consulting
  - C. Performance testing and/or commissioning other than required for the rating itself
  - D. Training for sales or construction personnel
  - E. Other(specify)
3. The Rater or the Rater's employer is:
- A. The seller of this home or their agent
  - B. The mortgagor for some portion of the financed payments on this home
  - C. An employee, contractor, or consultant of the electric and/or natural gas utility serving this home
4. The Rater or Rater's employer is a supplier or installer of products, which may include:

Products	Installed in this home by		OR is in the business of	
HVAC systems	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer
Thermal insulation systems	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer
Air sealing of envelope or duct systems	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer
Energy efficient appliances	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer
Construction (builder, developer, construction contractor, etc)	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer
Other (specify): <input type="text"/>	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer

5. This home has been verified under the provisions of Chapter 6, Section 603 "Technical Requirements for Sampling" of the Mortgage Industry National Home Energy Rating Standard as set forth by the Residential Energy Services Network (RESNET). Rater Certification #: 2279319

Name: Stacey Smith  
Organization: Viridiant

Signature:   
Digitally signed: 3/14/23 at 3:46 PM

I attest that the above information is true and correct to the best of my knowledge. As a Rater or Rating Provider I abide by the rating quality control provisions of the Mortgage Industry National Home Energy Rating Standard as set forth by the Residential Energy Services Network(RESNET). The national rating quality control provisions of the rating standard are contained in Chapter One 102.1.4.6 of the standard and are posted at <https://standards.resnet.us>

The Home Energy Rating Standard Disclosure for this home is available from the rating provider.



viridiant

Project Name: Pecan Acres Estates Phase II  
Construction Type: New Construction  
Energy Efficiency Path: ENERGY STAR

Unit Type	Quantity	HERS	ENERGY STAR Target
1A +1B Bottom + Mid	8	63	67
1A + 1B Top	4	62	65
2A + 2B Bottom and Mid	8	64	67
2A + 2B Top	4	62	64
2C Bottom and Mid	24	64	67
2C Top	12	62	64
3A + 3B Bottom and Mid	7	63	65
3A + 3B Top	3	62	63
3D Bottom and Mid	9	63	66
3D Top	5	62	64
<b>Projected Project HERS - Weighted Average</b>		<b>63</b>	

# 2023 Pre-Review Comments

## *Pecan Acres Estates Phase II*



viridiant

### Project Address

433 Pecan Street, Petersburg, VA 23803

### Funding Type

9% LIHTC

### HERS Score:

64

### Required HERS Score:

64

### Modeling Summary

#### **Enclosure:**

- R-10 slab edge insulation, 2' depth
- R-21 Grade I cavity insulation, 2x6 16 O.C. with R-6 Continuous in exterior above grade walls and rim & band exterior insulation
- R-13 Grade II cavity insulation in party walls and adiabatic ceilings/floors
- R-49 Attic insulation
- 0.21 U-Value for opaque doors
- 0.29 U-Value/0.22 SHGC windows

#### **Mechanicals:**

- SEER 15, HSPF 8.5, 18k air source heat pump, programmable thermostat  
Note - all equipment is now rated in SEER2, HSPF2 ratings
- 0.92 UEF storage electric water heaters, 40 gallon
- 5 ACH50 for infiltration threshold/blower door test
- 4% duct leakage to the outside, 8% total duct leakage
- Ducts within conditioned space and insulated to R-6  
Top floor Ducts within attic and insulated to R-8, buried under attic insulation
- Air Cyclor mechanical ventilation (250 watts assumed , 12 hours a day)

#### **Lights & Appliances:**

- ENERGY STAR rated kitchen appliances
  - 616 kWh/yr refrigerator
  - 270 kWh/yr dishwasher
- Advanced lighting 100% CFL or LED



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-06

Registry ID:

Ekotrope ID: Lz11IWI2

## 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

# \$635

\*Relative to an average U.S. home

## Home:

433 Pecan St  
Petersburg, VA 23803

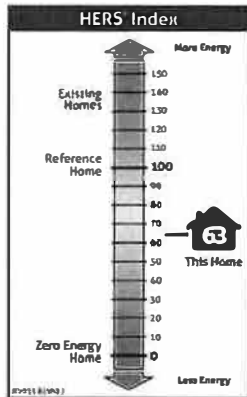
## Builder:

## Your Home's Estimated Energy Use:

	Use (MBtu)	Annual Cost
Heating	3.8	\$128
Cooling	1.6	\$52
Hot Water	4.7	\$160
Lights/Appliances	12.2	\$411
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>22.3</b>	<b>\$831</b>

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

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	Unit types: A and B 1st and 2nd Fls
Community:	Pecan Acres Estates
Conditioned Floor Area:	818 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump - Electric - 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump - Electric - 17 SEER
Primary Water Heating:	Residential Water Heater - Electric - 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	50 CFM - 80 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-27
Ceiling:	Adiabatic, R 13
Window Type:	U-Value: 0.29, SHGC: 0.22
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RENET ID: 2279

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

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

Stacey Smith, Certified Energy Rater  
Digitally signed: 3/14/23 at 3:39 PM



Ekotrope RATER - Version: 4.1.0.3117

The Energy Rating Disclosure for this home is available from the Approved Rating Provider. This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-06

Registry ID:

Ekotrope ID: LVP6gQ0v

## 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

# \$1,057

\*Relative to an average U.S. home

## Home:

433 Pecan St  
Petersburg, VA 23803

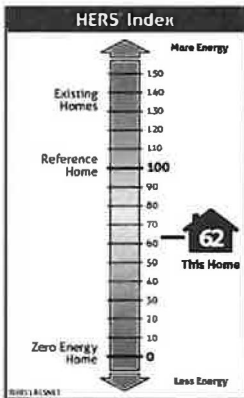
## Builder:

## Your Home's Estimated Energy Use:

	Use (MBtu)	Annual Cost
Heating	7.6	\$249
Cooling	3.0	\$101
Hot Water	7.6	\$252
Lights/Appliances	18.3	\$609
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>36.5</b>	<b>\$1,290</b>

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

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	Unit types 3D 3rd Fl
Community:	Pecan Acres Estates II
Conditioned Floor Area:	1,610 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	60 CFM • 80 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-27
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.29, SHGC: 0.22
Foundation Walls:	N/A
Framed Floor:	R-13

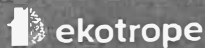
## Rating Completed by:

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: 3/14/23 at 3:39 PM



Ekotrope RATER - Version 4.1.0.3117

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-06

Registry ID:

Ekotrope ID: vQxaA33d

## 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

# \$962

Relative to an average U.S. home

## Home:

433 Pecan St  
Petersburg, VA 23803

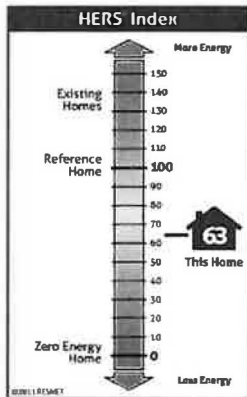
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.4	\$241
Cooling	2.9	\$99
Hot Water	7.7	\$256
Lights/Appliances	17.1	\$570
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>35.1</b>	<b>\$1,246</b>

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

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	Unit types 3A and 3B 1st and 2nd Fls
Community:	Pecan Acres Estates II
Conditioned Floor Area:	1,360 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump - Electric - 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump - Electric - 15 SEER
Primary Water Heating:	Residential Water Heater - Electric - 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	60 CFM + 80 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-27
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.29, SHGC: 0.22
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

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

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

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

Stacey Smith, Certified Energy Rater  
Digitally signed: 3/14/23 at 3:39 PM



Ekotrope RATER - Version: 4.1.0.3117

The Energy Rating Disclosure for this home is available from the Approved Rating Provider. This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-06

Registry ID:

Ekotrope ID: L0VaO5Wv

## 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

# \$862

\*Relative to an average U.S. home

**Home:**  
433 Pecan St  
Petersburg, VA 23803

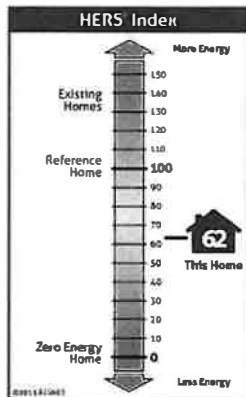
**Builder:**

## Your Home's Estimated Energy Use:

	Use (MBtu)	Annual Cost
Heating	6.1	\$205
Cooling	2.5	\$85
Hot Water	6.5	\$218
Lights/Appliances	15.1	\$504
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>30.3</b>	<b>\$1,092</b>

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

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	Unit types 2C 3rd Fl
Community:	Pecan Acres Estates II
Conditioned Floor Area:	1,172 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	60 CFM • 80 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-27
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.29, SHGC: 0.22
Foundation Walls:	N/A
Framed Floor:	R-13

## Rating Completed by:

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

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

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

Stacey Smith, Certified Energy Rater  
Digitally signed: 3/14/23 at 3:39 PM



Ekotrope RATER - Version:1.1.0.3117

The Energy Rating Disclosure for this home is available from the Approved Rating Provider. This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-06

Registry ID:

Ekotrope ID: vjgxoVv

## 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

# \$654

†Relative to an average U.S. home

## Home:

433 Pecan St  
Petersburg, VA 23803

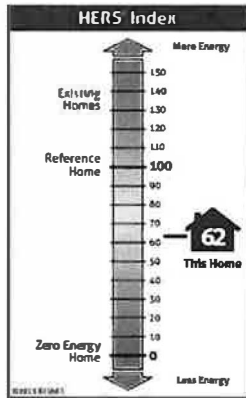
## Builder:

### Your Home's Estimated Energy Use:

	Use (MBtu)	Annual Cost
Heating	3.7	\$124
Cooling	1.7	\$56
Hot Water	4.7	\$160
Lights/Appliances	12.2	\$412
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>22.3</b>	<b>\$830</b>

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

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



### Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	Unit types 1A and 1B 3rd Fl
Community:	Pecan Acres Estates II
Conditioned Floor Area:	818 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	60 CFM • 80 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-27
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.29, SHGC: 0.22
Foundation Walls:	N/A
Framed Floor:	R-13

### 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: 3/14/23 at 3:39 PM



Ekotrope RAILR - Version 4.1.0.3117

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-06

Registry ID:

Ekotrope ID: vjgn69v

## 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

# \$780

<sup>1</sup>Relative to an average U.S. home

**Home:**  
433 Pecan St  
Petersburg, VA 23803

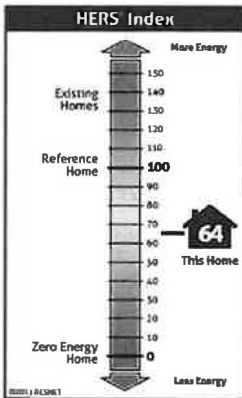
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.9	\$165
Cooling	2.3	\$77
Hot Water	6.1	\$219
Lights/Appliances	14.8	\$499
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>28.6</b>	<b>\$1,039</b>

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

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	Unit types 2A and 2B 1st and 2nd Fls
Community:	Pecan Acres Estates II
Conditioned Floor Area:	1,126 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump - Electric - 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump - Electric - 15 SEER
Primary Water Heating:	Residential Water Heater - Electric - 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	60 CFM + 80 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-27
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.29, SHGC: 0.22
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

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

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

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

Stacey Smith, Certified Energy Rater  
Digitally signed: 3/14/23 at 3:39 PM



Lkotrope RAILR - Version 1.1.0.3117

The Energy Rating Disclosure for this home is available from the Approved Rating Provider. This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-06

Registry ID:

Ekotrope ID: vwYoB5GL

## 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

# \$989

\*Relative to an average U.S. home

## Home:

433 Pecan St  
Petersburg, VA 23803

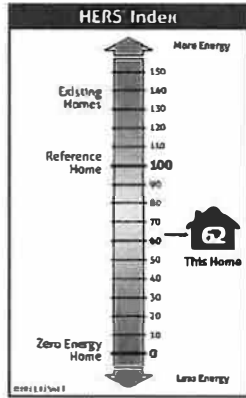
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.1	\$232
Cooling	2.9	\$98
Hot Water	7.7	\$256
Lights/Appliances	17.1	\$571
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>34.8</b>	<b>\$1,236</b>

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

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	Unit types 3A and 3B 3rd Fl
Community:	Pecan Acres Estates II
Conditioned Floor Area:	1,360 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump - Electric - 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump - Electric - 15 SEER
Primary Water Heating:	Residential Water Heater - Electric - 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	60 CFM - 80 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-27
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.29, SHGC: 0.22
Foundation Walls:	N/A
Framed Floor:	R-13

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNETID: 2279319

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

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

Stacey Smith, Certified Energy Rater  
Digitally signed: 3/14/23 at 3:39 PM



Lkotrope RATER - Version:1.1.0.3117

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-06

Registry ID:

Ekotrope ID: 25YJKpq2

## 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

# \$1,020

\*Relative to an average U.S. home

## Home:

433 Pecan St  
Petersburg, VA 23803

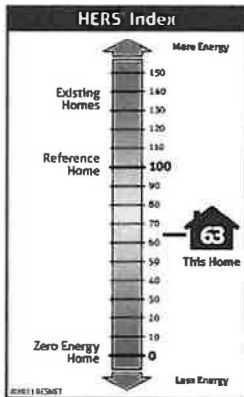
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.3	\$237
Cooling	3.0	\$100
Hot Water	7.6	\$253
Lights/Appliances	18.3	\$609
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>36.1</b>	<b>\$1,278</b>

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

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	Unit types 3D 1st and 2nd Fls
Community:	Pecan Acres Estates II
Conditioned Floor Area:	1,610 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump - Electric - 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump - Electric - 15 SEER
Primary Water Heating:	Residential Water Heater - Electric - 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	60 CFM - 80 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-27
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.29, SHGC: 0.22
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

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

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

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

  
Stacey Smith, Certified Energy Rater  
Digitally signed: 3/14/23 at 3:39 PM



Ekotrope RATER - Version: 1.1.0.3117

The Energy Rating Disclosure for this home is available from the Approved Rating Provider. This report does not constitute any warranty or guarantee.



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-06

Registry ID:

Ekotrope ID: L9M8o9rL

## 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

# \$840

\*Relative to an average U.S. home

Home:  
433 Pecan St  
Petersburg, VA 23803

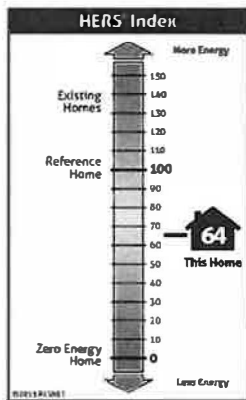
Builder:

## Your Home's Estimated Energy Use:

	Use (MBtu)	Annual Cost
Heating	6.7	\$222
Cooling	2.5	\$85
Hot Water	6.5	\$218
Lights/Appliances	15.0	\$503
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>30.8</b>	<b>\$1,107</b>

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

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	Unit types 2C 1st and 2nd Fls
Community:	Pecan Acres Estates II
Conditioned Floor Area:	1,172 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	60 CFM • 80 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-27
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.29, SHGC: 0.22
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: 3/14/23 at 3:39 PM



Ekotrope BAI LR - Version:1.1.0.3117

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-06

Registry ID:

Ekotrope ID: LVP6gB6v

## 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

# \$815

\*Relative to an average U.S. home

## Home:

433 Pecan St  
Petersburg, VA 23803

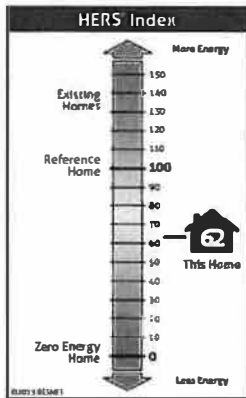
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.9	\$163
Cooling	2.2	\$76
Hot Water	6.5	\$219
Lights/Appliances	14.8	\$499
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>28.5</b>	<b>\$1,036</b>

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

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	Unit types 2A and 2B 3rd Fl
Community:	Pecan Acres Estates II
Conditioned Floor Area:	1,126 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump - Electric - 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump - Electric - 15 SEER
Primary Water Heating:	Residential Water Heater - Electric - 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	60 CFM + 80 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-27
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.29, SHGC: 0.22
Foundation Walls:	N/A
Framed Floor:	R-13

## Rating Completed by:

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

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

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

Stacey Smith, Certified Energy Rater  
Digitally signed: 3/14/23 at 3:39 PM



Ekotrope RAILH - Version: 4.1.0.3117

The Energy Rating Disclosure for this home is available from the Approved Rating Provider. This report does not constitute any warranty or guarantee.

# **Tab G:**

Zoning Certification Letter (MANDATORY)



# City of Petersburg

Department of Planning and  
Community Development  
804-733-2308

135 N. Union Street, Room 304  
Petersburg, Virginia 23803  
srobinson@petersburg-va.org

March 15, 2023

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

RE: ZONING CERTIFICATION

Name of Development	<u>Pecan Acres Estates Phase II</u>
Name of Owner/Applicant	<u>Pecan Acres Estates Phase II, L.P.</u>
Name of Seller/Current Owner	<u>Petersburg Redevelopment and Housing Authority</u>

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 Virginia Housing solely for the purpose of determining whether the Development qualifies for credits available under Virginia Housing's Qualified Allocation Plan.

## Development Description:

### Development Address

432 Pecan Street, Petersburg, Virginia 23803

### Legal Description

ALL THOSE certain three lots or parcels of land, together with the improvements thereon and appurtenances thereunto pertaining, situated in the City of Petersburg, Virginia, more particularly described as Lot 3, that certain Lot containing 7.239 acres and that certain Lot containing 3.553 acres as shown on the plat entitled "Re-subdivision of Pecan Acres Petersburg, Virginia", dated May 16, 2018, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Map Book 7, at Page 46.

### Proposed Improvements

New					Approx. Total
Construction:	<u>84</u>	#Units	<u>5</u>	#Buildings	<u>119,029</u> Floor Area Sq. Ft

Current Zoning: R-4 (Multi-Dwelling District) allowing a density of N/A units per acre, and the following other applicable conditions: Nonconforming feature

**Other Descriptive Information**

Pecan Acres Estates Phase II consist of the demolition and new construction of the second phase of an existing public housing development (Phase I has been completed). Phase II consist of 84 units, including 12 one bedrooms, 48 two bedrooms and 24 three bedroom units.

**Local Certification**

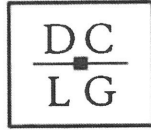
Check one of the following as appropriate:

- 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.

Date	March 15, 2023
Signature	<u>Sandra Robinson</u>
Printed Name	Sandra Robinson
Title of Local Official or Civil Engineer	Zoning Administrator
Phone	(804) 733-2308

# **Tab H:**

Attorney's Opinion (MANDATORY)



Delphine Carnes Law Group, PLC  
Affordable Housing ■ Project Finance

July 24, 2023

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

RE: 2023 Tax Credit Reservation Request  
Name of Development: Pecan Acres Phase II  
Name of Owner: Pecan Acres Estates Phase II, L.P.

Gentlemen:

The undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package (of which this opinion is a part) dated July 24, 2023 (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.

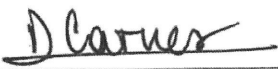
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit 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 compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

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

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

DELPHINE CARNES LAW GROUP, PLC

By: 



# 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)

N/A

**THIS DEAL IS NOT SEEKING  
CREDITS IN THE NON-PROFIT  
POOL OR HAS A NON-PROFIT  
ENTITY INVOLVED, THEREFORE  
NO INFORMATION IS REQUIRED  
IN THIS TAB**

# **Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

**PECAN ACRES ESTATES  
PHASE II**

**RELOCATION PLAN**

**MARCH 2023**

## Introduction

In our efforts to improve and preserve the affordable rental housing stock in Petersburg, Virginia the Petersburg Redevelopment Housing Authority (PRHA) has determined the need to convert 84 units from public housing to Section 42 affordable family housing pursuant to a Section 18 Demo/Dispo approval from HUD.

The property description is under Property Summary below. Upon closing, the PRHA will then convert ownership to a tax credit partnership, Pecan Acres Estates Phase II, L.P.

The following plan demonstrates how the Property Owner intends to comply with all regulatory requirements, including, but not limited to, the Uniform Relocation Act of 1970 (URA), the Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, Titles II and III of the Americans with Disabilities Act, and possibly Section 104(d) requirements.

The Property Owner plans to complete the new construction of five buildings totaling 84 units during this conversion. The scope of work is described below. This work is anticipated to begin in February of 2024. The property upgrades will be completed with a combination of funding sources, including 9% Low Income Housing Tax Credits, PRHA Capital Funds, Virginia Housing Public Housing Revitalization funds, Virginia Housing REACH funds, along with a PRHA Seller Note. The Property Owner will apply to HUD for Section 18 approval in April 2023, and subsequently apply for relocation and replacement Tenant Protection Vouchers (TPV). All 84 units will be preserved as affordable housing, with project-based voucher Housing Assistance Payment (HAP) contracts, with a minimum term of twenty years, with required renewal if funding is available.

The Property Owner anticipates up to 94 families being temporarily relocated to facilitate the demolition and construction. Other properties owned/managed by PRHA with vacancies, including Pecan Acres Phase I, Pin Oaks Phase I and Pin Oaks public housing, will be used to temporarily relocate Pecan Acres Phase II residents.

### **Property Owner/Developer Contact:**

Petersburg Redevelopment and Housing Authority  
128 S. Sycamore Street  
Petersburg, Virginia 23803  
Contact: Nathaniel Pride

### **Management Contact:**

Petersburg Redevelopment and Housing Authority  
128 S. Sycamore Street  
Petersburg, Virginia 23803  
Contact: Christine Wynn

## Goals

The goals of this Relocation Plan are to provide policies and procedures to ensure families that are relocating have sufficient information, services, and resources to minimize inconvenience to the greatest extent possible. Adherence to the Relocation Plan will enable the Property Owner to provide fair, equitable, non-arbitrary and non-discriminatory standards for the **temporary** relocation of residents, as well as to provide appropriate accommodations for persons with disabilities.

## Priorities

The Property Owner realizes early planning and coordination is essential for the success of the relocation process. Resident Involvement, Planning, Maximizing Opportunities, Community and Supportive Service Coordination are our top priorities.

The Property Owner priorities are as follows:

Complete survey with each head of household (HOH) to assess special needs and preferences of the residents to be temporarily relocated.

Provide reasonable accommodations for these residents based upon their needs.

If the HOH opts to apply for temporary or permanent relocation to a comparable public housing unit this will be based on need and seniority. If multiple units are available, the HOH will have the opportunity to pick from available units that meet the needs of their household.

Involve the affected residents in the relocation process from the early planning stages throughout the re-occupancy stages of the completed units.

Hold informational meetings with residents to obtain a complete survey of resident needs, openly discuss development plans and request comments and suggestions.

Keep residents informed by providing written updates to affected residents.

Provide residents with the information, services, tools and support they need to have a meaningful and informed choice of living environments.

Conduct meetings with residents to discuss and get resident input concerning the proposed floor plans, and product specifications for the renovations.

Assist residents by providing community and supportive service coordination and resident counseling services.

Inform residents the Property Owner will provide financial assistance for utility hookups and moving expenses.

Maximize opportunities by providing residents with the information, services, tools and support they need and/or request.

Maximize the opportunities to return to a newly constructed development upon completion, up to 24 months from the original relocation.

### **Project Summary**

The population served are low, very-low and extremely low income families. The Property Owner is planning the temporary relocation of up to 94 families who will either move to vacant units in Pecan Acres Phase I, Pin Oaks Phase I or Pin Oaks Phase II. At the point when Pecan Acres Phase II is completed families will have the opportunity to move into the newly constructed units (providing they comply with leasing requirements). The Property Owner will survey all households to determine the needs and preferences of each individual family. None of these households will be considered displaced.

### **Scope of the work to be completed**

Pecan Acres Phase II will consist of the demolition of existing public housing units and new construction of eighty-four (84) affordable Low-Income Housing Tax Credit units serving families with incomes at or below 50% AMI. The newly constructed development will include new windows and doors, HVAC system, community room, computer room, vinyl flooring, carpet, new kitchen cabinets and counter tops, washer/dryer hook-ups, etc. Construction will start in February of 2024 and will be completed in August of 2025.

### **Project Occupancy**

The project consist of five separate three story buildings consisting of a total 84 units which are designated for families with incomes at or below 50% AMI.

The Property Owner pays water and sewer utility bills. Tenants will be responsible for paying their own electric. The Property Owner will pay for all moving equipment, physical moving, and transfer fees for existing utility, phone, cable and internet services to the temporary and final location.

The Property Owner will provide reasonable accommodations for these residents based upon their needs, for example Limited English Proficiency (LEP), disabilities, other reasonable accommodations and unit modifications.

### **Resident Advisory Services to be Offered**

The Property Owner shall provide group and individual household counseling and relocation services to all residents of Pecan Acres Phase II. Residents may receive counseling services either on site or at the PRHA Administration building located at 128 S. Sycamore St., Petersburg, VA 23803 by making an appointment during normal office hours: Monday through Friday 8:30 am – 5:00 pm. Special arrangements will be made for households not available during those hours. Residents may contact Dominique McWilliams, Resident Services Coordinator at (804) 733-2240 or email at [dominique.mcwilliams@petersburgrha.org](mailto:dominique.mcwilliams@petersburgrha.org). Residents will be notified if there is a change or addition to housing relocation counselors.

Counselors will take appropriate steps to ensure effective communication with residents and other individuals with disabilities involved in the relocation, such as through the provision of sign language

or other interpreters and large print, braille, accessible electronics, and other alternate format written communications. Measures will be taken to ensure the most integrated meeting settings appropriate to individuals with disabilities. The Property Owner will provide written materials and oral communications in languages other than English for those with Limited English Proficiency (LEP). Reasonable accommodations will be made to accommodate disabled persons that are not able to travel to the Property Owner's office. Counselors will travel to the tenant's residence if needed. If a resident is visually impaired the counselors will provide oral notifications and/or other types of communications that may be needed.

Hearing impaired may contact the Property Owner through Relay 711. They can be reached toll free at (800) 828-1140.

**Advisory services will include the following:**

- Provide details of temporary housing resources and the anticipated duration of temporary relocations.
- Assessing the needs of the household to appropriately determine their housing preference from available options (other PRHA unit), their current household configuration (size of unit, number of bedrooms, accessibility and adaptability, etc.) and affordability.
- Assisting in the search for safe, decent and sanitary comparable housing, including coordinating efforts to provide transportation to search areas.
- Assistance in filling out the forms and paperwork related to the household's relocation.
- Provide assistance coordinating transportation to search for comparable housing for those in need. Complete individual move plans with each head of household.
- Scheduling movers and providing packing supplies and instructions. Movers will be contracted to pack if requested.
- Full disclosure of fair housing rights.
- Review the appeal process for any household that disagrees with the displacing decision as to their eligibility for relocation payments or assistance or unit selection.
- The Property Owner will investigate any household's complaint of discrimination on the grounds of race, color, religion, national origin, gender, disability, age, familial status or any other protected class that might violate the Fair Housing Act.
- The Property Owner will make an effort to keep school aged children in the same school during the relocation period.

A personal interview will be conducted for each resident household to determine the relocation needs and preferences of each resident, as well as inform them of their fair housing rights. The resident household shall be provided an explanation of the relocation payments and other assistance for which the resident may be eligible, the related eligibility requirements, and the procedures for obtaining such assistance.

The relocation schedule will be designed to provide minimum disruption to residents. The Resident information notice (RIN) will be distributed on \_\_\_ TBD \_\_\_\_\_. All new tenants after that date will be provided the RIN, in addition to the General Information Notice (GIN). Resident initial informational sessions will be held in \_\_\_ TBD \_\_\_\_\_. Group relocation meetings will be held in accordance with the Uniform Relocation Act (URA), in addition to individual household meetings.



The Property Owner will conduct additional group meetings prior to issuance of 120-day relocation notice. We will discuss the notices, plans, schedules, counseling contacts and Federal requirements at the group meeting. Once 30-day notices are sent to residents there will be an individual resident meeting to further discuss scheduling movers, give residents packing supplies if applicable, and answer any questions. Residents will then be contacted in order of preference, and given the opportunity to select between available, comparable units, or discuss other available options. Disabled residents of the phase being relocated will have the first option to select from available units. To the extent possible, the Property Owner will provide them with an accessible unit or provide the features that are needed. Next tenants with a reasonable accommodation will make selections. Next the tenants with the most seniority will have their choice of available units if their original unit is not available. Tenants will also have the option to elect other housing options if the Property Owner does not have units available. All meetings will be held in accessible locations.

### **Resident Return and Re-Occupancy-Policy**

The Property Owner will make best efforts to honor a right to return policy. It is not the intent of the Property Owner to displace any family due to the conversion. To the extent possible, residents will be relocated to PRHA owned /managed properties, unless they have made the decision not to return.

### **Temporary Relocation Assistance**

Tenants have the option to apply for the Housing Choice Voucher Program (HCV) if a comparable unit is not available or a relocation TPV is not an option based on the needs of the tenant. If a tenant opts to apply for the HCV program acceptance of a regular tenant-based voucher (not a TPV) would be a permanent move.

All temporary and/or permanent replacement units will be inspected by the Property Owner to be certain they are safe, decent, and sanitary and meet the needs of the family. Inspection reports will be kept in the tenant's file.

Households have the right to find their own housing at their expense if they choose to terminate assistance. If they elect to do so, they must inform the Property Owner in writing no less than fifteen (15) days in advance of voluntary termination of assistance.

The construction period is estimated to be no longer than twenty-four months total.

- All households will be provided replacement housing options:
- Within the household's financial means;
- Reasonably accessible to employment and/or educational facilities;
- Adequate in size to accommodate the occupants;
- Equivalent in function, services or purpose to the unit from which the household is being relocated;
- Equipped with the same principal features (including accessibility features);
- Decent, safe and sanitary;
- The general location is not less desirable than the current location of the household dwelling with respect to public utilities, facilities, services and tenants place of employment.

Note: It is recognized that each displaced person's situation will be unique and will be evaluated individually for special needs. In addition, access to schools, public transportation, as well as, convenient access to jobs, shopping, religious centers, etc., will be important considerations in selecting replacement dwelling units.

The Owner's administrative office is located at the Tompkins Building, 128 S. Sycamore St., Petersburg, VA 23803. The building's property management office is located on site at 203 Juniper Rd., Building I Petersburg, VA 23803. Resident counseling will be offered at the PRHA administration building, the Tompkins Building, 128 S. Sycamore St., Petersburg, VA 23803, or on site, as needed. These services are discussed further in this plan.

When rehab and construction are expected to be more intrusive, families will be presented with a range of options for finding temporary or permanent replacement housing. Temporary housing options will include:

#### **Temporary Housing Resources:**

- Transfer to another unit within the newly constructed Phase 1 of Pecan Acres or Pin Oaks – when available, families may be able to transfer temporarily or permanently to another unit within the same project or converting AMP.
- Transfer to a public housing unit in another family development– when a comparable unit is available.
- Housing Choice Vouchers (HCV) – if the Property Owner does not have any availability in a comparable unit in their current AMP, or a Public Housing unit, and a family that is scheduled to move expresses a desire they may choose to apply for a HCV tenant based voucher. This will be dependent on availability of vouchers. If a family chooses to transfer from their unit and apply for the HCV program to find other permanent housing in Petersburg, Virginia they will be entitled to moving expenses, rental deposits, utility transfer and/or hookup fees. Pecan Acres residents will receive a preference on the wait list, which will be open to households being relocated due to conversion.
- Private market – If resident counseling services indicates that a family has sufficient income to rent a non-subsidized unit in the private market, they may choose to terminate their housing assistance and sign a lease with a private landlord.
- Those electing for permanent relocation outside of the PRHA's supported housing must submit a written waiver of their right to return to a public housing unit. It is the PRHA's responsibility to ensure that families understand their rights.

#### **Allocation of Temporary Relocation Resources:**

Relocation Methodology for temporary and permanent renovated units:

- **Seniority:** The resident of a building being vacated will be offered available units according to the length of time they have lived in a unit owned by PRHA, otherwise known as seniority. Residents may have the right to refuse to move to a particular unit based upon seniority and the number of vacant units at the time they are scheduled to move. When a unit becomes available the Property Owner will notify the senior resident. The resident will have forty-eight hours to contact the Property Owner if they

would like to be considered for a vacant unit. If the tenant chooses to refuse a unit, they may be offered an alternate location if one is available.

- **Exceptions:** There may be exceptions to the seniority procedure. The Property Owner reserves the right to provide exceptions for residents with disabilities.

**Duration of Temporary Relocation:** The new construction will be extensive enough to require the temporary relocation of residents. Residents will not be relocated more than two years. Each household may be moved either once or possibly twice.

**Packing and Moving Assistance:** All current residents have the right to relocation assistance as outlined in this plan. Once the tenant and Property Owner agree on a temporary, or permanent, unit the tenant will have five (5) days in which to complete the move.

Housing Counselors will give all households adequate packing supplies, such as boxes, paper, tape, wrap and markers etc. and instructions. The tenant may choose either to use the PRHA's contracted, insured moving company to move their possessions at no charge, or move themselves. If the tenant chooses to self-move the PRHA will pay the tenant the cost that would be charged by a moving company. The household opting to self-move must advise the PRHA in writing, on the form supplied by their counselor, of its intent to perform the move itself. Such self-moves by the household shall release the Property Owner from any responsibility for the success or failure of the move or from any liability incurred from it. If a tenant chooses to use the moving company they must be ready to move upon the scheduled date and time, or the tenant will be responsible for any cost incurred in rescheduling the moving company unless they reschedule no less than 72 hours in advance of the scheduled move. PRHA will provide transportation for households within Petersburg. If a household elects to relocate to a dwelling unit that is located beyond a distance of 30 miles from its original dwelling unit, the household will have the same rights to reimbursement except in the case of actual moving cost reimbursement, only the one-way part of the transportation cost will be reimbursed.

- **Damage or Loss** - The Owner will not be responsible for any lost or damaged articles or possessions. Moving companies will be required to provide proof of insurance in the case that any household property is lost or damaged during the move or storage through no fault of the household. In the event a household is moved twice the relocation costs listed above will be applicable for both moves.
- **Out-of-Pocket Expenses** - Out-of-pocket expenses will only be pre-approved for transportation or self-moving expenses. Moving expenses may not exceed the cost of hiring a moving company. Residents will be compensated for transportation at the actual cost, not to exceed the GSA per diem rate at the time of travel. The Property Owner and resident must agree in writing before costs are incurred or transportation may not be paid. Rates may be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
- **Storage** - If storage of household property is required the Owner will pay until 5 days after permanent unit is ready for occupancy.

### **Leasing Arrangements**

The Property Owner plans to relocate residents within Pecan Acres and Pin Oaks as units become naturally vacant. The tenant will sign a lease even if they will be moved more than one time. If a tenant will be temporarily placed in a hotel for a short term they will be returned to their original unit and there will be no need for a new lease. If there are no other alternatives and the tenant opts to apply for a permanent Housing Choice Voucher (HCV), as outlined in this plan, the tenant would sign a lease with their new landlord.

### **Utility Costs**

The Property Owner will pay for all moving equipment, physical moving, and transfer fees for existing home phone, cable and internet services to the temporary and final locations. All moving expenses will be paid regardless of the type of housing assistance tenants receive. Whether a tenant opts to move to another housing program or not, the Owner will pay to relocate phone, cable and internet services, in addition to moving expenses and tenant allowances, as long as the tenant is income qualified for assistance. The Property Owner will also pay utility deposits for electrical, gas and water services to HCV recipients. To qualify for utility deposits, each household should first liquidate in full any balances on all of its previous or existing utility accounts, utility must be put in head of household's name.

### **Reasonable Accommodations**

Movers will be contracted to pack for residents if requested. Reasonable accommodations will be made to adjust moving scheduled as the result of the death, severe illness or injury of a household member. Packing will most likely take place on the day the movers are scheduled to move the tenant's belongings unless other arrangements are agreed upon by the Property Owner, moving company and Tenant.

### **Transfer of Assistance -**

Tenants will have the option to apply for the Housing Choice Voucher Program (HCV) only if a comparable unit is a:) not available in; b:) a comparable unit will not meet the requirements of a reasonable accommodation; or c:) the cost of hoteling exceeds the cost of relocating the household. If a tenant opts to apply for the HCV program acceptance of a voucher would be a permanent move.

Note: To qualify for utility deposits, each household should first liquidate in full any balances on its existing utility accounts, utility must be put in head of household's name.

The combined rents and utilities for units are determined based upon 30% of the household's adjusted income, so all units are considered affordable. PRHA Section 8 vouchers also cover the difference between the market rent and utilities and 30% of the tenant's income so if a tenant is given a voucher, it will pay the same portion of their current unit. Tenants may voluntarily choose a unit that exceeds the HCV payment standard and pay up to 40% of their income on rent and utilities, however the Property Owner would not cover the additional cost of rent.

**Relocation Budget and Moving Cost Reimbursement:** The relocation budget is based on recent resident relocations, plus \$100 resident allowance. The relocation budget is set at \$200,000. Moving costs by bedroom size are listed below. The higher end of the range is for apartments located on the 3<sup>rd</sup> floor.

Unit Size	Moving Cost
1 BR	\$450-\$600
2 BR	\$700-\$800
3 BR	\$800 - \$1,050

**Written and Oral Communications with Individuals with Disabilities and LEP Persons and Use of Accessible Meeting Locations**

The Property Owner will provide reasonable accommodations for these residents based upon their needs, for example limited English proficiency (LEP), disabilities, reasonable accommodation and unit modifications. Families in both properties who may need modifications and/or accommodations which will be identified during resident surveys and counseling services prior to relocation. Meetings will be held in accessible locations. Counselors will take appropriate steps to ensure effective communication with residents and other individuals with disabilities involved in the relocation, such as through the provision of sign language and other interpreters and large print, Braille, accessible electronics, and other alternate format written communications. Measures will be taken to ensure the most integrated meeting settings appropriate to individuals with disabilities. PRHA will provide written materials and oral communications in languages other than English for those with Limited English Proficiency (LEP). Reasonable accommodations will be made to accommodate disabled persons that are not able to travel to the PRHA office. Counselors will travel to the tenant’s residence if needed.

If a resident is visually impaired the counselors will provide oral notifications and/or other types of communications that may be needed.

Hearing impaired may contact the PRHA through Relay 711. They can be reached toll free at (800) 828-1140. For more information email the Resident Services Coordinator, Dominique McWilliams, at dominique.mcwilliams@petersburgrha.org.

**Appeal Process**

The PRHA will process grievances, prior to conversion in accordance with policies and procedures set forth in Public Housing Admissions and Continued Occupancy Policy. After conversion the residents adhere to the following procedures:

The following procedures may be followed if a resident disagrees with the Project Owner’s decision as to the resident’s eligibility to receive relocation assistance, the amount of a relocation payment, or the adequacy of a comparable replacement dwellings offered to a resident.

To file a written appeal to the Property Owner, the resident should provide a written request for an informal review to the attention of the Property Manager or mail to its attention at Petersburg

Redevelopment and Housing Authority, P.O. Box 311, Petersburg, VA 23804, Attn: Tanya Friday. Such an appeal must be made in writing within 15 days from the time they receive a final determination of the amount of relocation payments to which the household is entitled.

Relocation staff will schedule a meeting with the resident to determine if the grievance can be settled without formal action. After the initial meeting, staff will provide resident with a written review of grievance. This will be issued within ten (10) business days to the residents. The written notice will include the interviewers name, date of informal review, description of the grievance and the process for submitting a formal request for a Grievance Hearing.

If there is no resolution to the grievance, the residents then will request a formal hearing with Property Manager’s assigned hearing officer. Residents will receive a written notice within 10 working days from the hearing officer as to the disposition of the grievance. All residents must comply with the final decisions. If a resident believes they have experienced unlawful discrimination, they may contact HUD at 1-822-669-9777 (Voice) or 1-800-927-9275 (TDD) or at <http://www.hud.gov>.

**Projected rents and rent policies after Rehab:** See table below. PRHA will follow all HUD and Virginia Housing rental policies associated with Project Based Voucher subsidies and Section 42.

Unit Size	Monthly Rent
1 BR	\$1,070
2 BR	\$1,114
3 BR	\$1,436

**Planned measures to minimize construction impact on occupied units:** The planned construction of Pecan Acres Estates will require that approximately 94 units in Phase II to be vacated prior to demolition. The buildings demolished are separated by fencing from the rest of the property. Construction will not impede street access for the remaining tenants.

**Unit Delivery Schedule:**

Delivery Date	Number of Units
October 2025	12
November 2025	12
December 2025	12
January 2026	24
March 2026	24
<b>Total</b>	<b>84</b>

**Relocation Assistance Guidelines:**

PRHA will adhere to Virginia Housing’s Relocation Assistance Guidelines summarized below:

## Relocation Assistance Guidelines

Effective immediately, these guidelines are amended to recognize changes to the Code of Virginia effective July 1, 2015 (§§ 55-222, 55-226.2, 55-248.4, 55-248.7:1, 55-248.7:2, 55-248.9:1, 55-248.15:1, 55-248.18 and 55-248.24).

In general, owners of projects which funding includes federal monies should adhere to regulations set forth under the Uniform Relocation Assistance Act of 1970 (URA), including RAD projects. Virginia Housing guidelines focus on residents/tenants who are permanently or temporarily relocated as a direct result of the rehabilitation, demolition and/or construction of Low Income Housing Tax Credit (LIHTC) projects. Virginia Housing guidelines must be followed to qualify for Low Income Housing Tax Credits and will be incorporated by reference in and enforced by the Contract to Enforce Representations. Furthermore, violation of these guidelines will result in a penalty against future reservation applications.

### **Owner's Responsibility to Tenants**

Open communication with tenants is helpful for both the owner and tenants as it helps to minimize rumors, misunderstandings and alleviate the stress of moving.

**Permanent Relocation:** A tenant is permanently relocated if his/her tenancy is terminated due to the rehabilitation of the unit or due to change in use.

If a tenant is permanently relocated, a 120-day Notice must be delivered to the tenant, unless the lease is month-to-month and the tenant has agreed in writing to a lesser time period, in which case a 30 day notice must be issued.

### **120-day Notice**

- Issued no less than 120 days prior to the day that the tenant must move;
- Addressed to the tenant at his/her current address;
- Informs the tenant that due to renovation they are required to move from the development, why they are required to move and states the move date;
- States the contact person for advisory services, types of services that are offered and hours as well as giving the option to make a scheduled appointment outside of normal hours if needed;
- Generally describes the relocation payment(s) for which the tenant may be eligible, the basic conditions of eligibility and the procedures for obtaining the payment (see Moving Cost Reimbursement below).
- Eligibility for relocation assistance shall begin on the date that acquisition negotiations are initiated or actual acquisition, whichever occurs first;
- States the contact information of management company if tenant has any questions or would like to discuss the assistance determination.

**Tenant Advisory Services:** Advisory Services may be provided by the property management company or outside vendor. The following services must be included but is not limited to only these items.

- Provides referrals for tenants to replacement properties, and contacts said properties to request priority for persons being displaced;
- Provides tenants with written information and/or translation services in their native languages if necessary;
- Provides appropriate counseling for tenants who are unable to read and understand notices;
- Provides contact information for questions and access to phone or computer if needed to make contact;
  - Provides transportation for tenants needing to look at other housing, especially those who are elderly or disabled;
- Understand and anticipate the needs of families and the elderly and able to meet the special advisory services they may need;
- Allow and make tenants aware that appointments can be scheduled outside of normal business hours if needed.

**Temporary Relocation (not to exceed 30 Days):** The tenant will return to the original unit or be permanently relocated to a comparable unit at the same property in 30 days or less of the initial move date.

1. The owner must pay the tenant's moving and associated costs (including utility connection costs).
2. The owner provides amenities (to include day room, refreshments, meals, T.V., etc.) to any tenant that is displaced for a partial day, during daytime hours, up to five days.
3. The owner must provide advisory services

Under this section while the tenant should receive a 30-day Notice, the tenant can agree in writing to move in less than 30 days.

### **30-day Notice**

- Issued no less than 30 days prior to the day that the tenant has to move, unless there is a health/safety concern;
- Addressed to the tenant at his/her current address;
- States the specific date by which the tenant is required to move and the time moving services will arrive at unit;
- States the responsibilities of the tenant pertaining to the move and contact information in order to request assistance with said responsibilities;
- States the address to which the tenant will be relocated;
- State, if applicable, the date on which the move-in inspection will be completed.

**Temporary Relocation Due to Health & Safety Concerns (not to exceed 30 Days):** Where a mold condition in the dwelling unit materially affects the health or safety of any tenant or authorized occupant, the owner may require the tenant to temporarily vacate the dwelling unit in order to perform remediation, in accordance with professional standards as defined in § 55-248.4 for a period not to exceed 30 days. The landlord shall provide the tenant with either (i) a comparable dwelling unit, as selected by the landlord, at no expense or cost to the tenant, or (ii) a hotel room, at no



expense or cost to the tenant. See Code Section 55-248.12:2. Notice to the tenant can be immediate.

**Temporary relocation longer than 30 Days:** The owner must contact any tenant who has been or will be temporarily relocated for longer than 30 days. Owner will provide to the tenant Advisory Services and Moving Cost Reimbursement. This assistance will be in addition to assistance the tenant has already received for temporary relocation and may not be reduced by the amount of temporary relocation assistance already received.

### **Moving Cost Reimbursement**

Owner's moving cost reimbursement to the tenant is limited to \$100.00 if either of the following applies:

- a. A tenant has minimal possessions and occupies a dormitory style room, or
- b. A tenant's move is performed by an agency at no cost to the tenant.

If neither 'a' nor 'b' above applies, and the tenant opts to move his/her belongings, the reimbursement to the tenant may be based on one or a combination of the following:

1. Based on the Federal Highway Administration's Fixed Residential Moving Cost Schedule (see Virginia) and on the number of rooms of furniture, not the number of bedrooms per unit.
2. Based on the Tenant's Actual Reasonable Moving and Related Expenses (including utility connection fees), which are defined as:
  - a. The lower of two bids or estimates prepared by a commercial mover; or
  - b. Receipted bills for labor and equipment.

Hourly labor rates should not exceed the rates paid by a commercial mover to employees performing the same activity and equipment rental fees should be based on the actual rental cost of the equipment not to exceed the cost paid by a commercial mover.

### **Processing Tenant Moving Cost Reimbursement Claims**

To support claims for relocation, the tenant must be informed they are required to provide documentation, including bills, certified prices, appraisals and other evidence of expenses.

Owners must:

1. Provide reasonable assistance necessary to complete and file tenants' claims for payment;
2. Reimburse moving costs upon receipt of billing documentation from the tenant;
3. Provide expedited return of security deposits or allow tenants to apply security deposits to the last month's rent;
4. Make advanced payments, if a tenant demonstrates the need, in order to avoid or reduce a hardship (often tenants will need these payments for security deposits);
5. Promptly notify the tenant in writing of its determination, the basis for its determination and the procedures for appealing that determination, if it disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds;
6. Not propose or request that a displaced tenant waive his or her rights or entitlements to relocation assistance and benefits

# Tab K:

Documentation of Development Location:

# **Tab K.1**

Revitalization Area Certification

# Revitalization Area Certification Information



Office of Policy Development and Research (PD&R)  
U S Department of Housing and Urban Development  
Secretary Ben Carson



Q

# METRO TABLE 1

DATASET / METRO TABLE 1

Other Datasets ▾

Back

2023 IRS SECTION 42(d)(5)(B) QUALIFIED CENSUS TRACTS  
(2020 Decennial Census and 2014-2018, 2015-2019, and 2016-2020 American Community Survey (ACS) Data; OMB Metropolitan Area Definitions, September 14, 2018)

**\*Effective Date January 1, 2023**

### Metropolitan Area: Richmond, VA MSA

COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
<b>Chesterfield County, VA</b>	1002.11	1002.12	1003.00	1004.04	1004.05	1004.06	1004.10	1008.06			
<b>Henrico County, VA</b>	2004.12	2004.17	2004.18	2008.05	2008.06	2008.07	2010.03	2011.03	2011.04	2012.05	2012.06
	2014.06										
<b>Prince George County, VA</b>	8501.00										
<b>Colonial Heights city, VA</b>	8302.00	8304.00									
<b>Hopewell city, VA</b>	8201.00	8203.00	8206.00	8207.00							
<b>Petersburg city, VA</b>	8101.00	8104.00	8105.00	8106.00	8107.00	8112.00	8113.00				
<b>Richmond city, VA</b>	103.00	105.00	108.00	109.00	110.00	201.00	202.00	203.00	204.00	209.00	210.00
	212.00	301.00	302.00	305.01	305.02	402.01	402.02	403.00	404.00	411.00	412.00
	602.00	604.00	607.00	608.00	609.00	610.01	706.01	707.00	708.02	708.03	708.04
	709.02	710.03	710.04								

◀  ▶

Click on a tract number to see a map of the tract in another browser window.

## General Instructions

Revitalization areas are defined in Virginia Code §36-55.30:2.A.

## Designation

To qualify for revitalization area points, select one of the following (and provide adequate documentation):

1. The development is located in a Qualified Census Tract, as defined by HUD.
2. The development is located in a census tract wherein 70% or more of the families have incomes which are  $\leq$  80% statewide median income. NOTE: these census tracts are included in the definition of targeted area for single-family lending purpose, but do not include ACEDS.
3. The development is located in an already established redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to §36-1 et seq. Documentation must show area boundaries and support that the development lies within those boundaries.
4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to §36-55.64. Documentation must include a copy of the ordinance with support that the development lies within the Rehabilitation Zone.
5. The development is located in a defined revitalization area. Documentation must include a resolution from the locality supporting the development's location within the revitalization area. See language below.

*The above-referenced development is located in a Revitalization Area in the City of Petersburg, Virginia. The revitalization area is (i) **either** (1) blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions- dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition.*

Delete the language that does not apply, (i)(1) or (i)(2) above.

**AN ORDINANCE APPROVING THE DEFINITION OF “DETERIORATED” AND “DETERIORATING” FOR THE REVITALIZATION STRATEGY PROGRAM AND TO DESIGNATE THIS DETERIORATED AND DETERIORATING AREA TO INCLUDE THE CENSUS TRACTS OF 8101, 8102, 8103, 8104, 8405, 8106, 8107, 8108, 8109 AND 8112, AND TO SPECIFICALLY NAME THE PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY (PRHA) MANAGED DEVELOPMENTS OF PIN OAKS, PECAN ACRES AND SYCAMORE TOWERS.**

**BE IT ORDAINED** by the City Council of the City of Petersburg, Virginia, that deteriorated and deteriorating shall be defined as “an area wherein the lack of maintenance, investment, and/or other factors have resulted in an area in which at least 20 percent of the buildings have one or more deficiencies or environmental deficiencies including 1). Extensive minor defects that have collectively resulted in negative effects on the surrounding area; 2). Inadequate or unsafe plumbing, heating or electrical facilities; 3). Overcrowding; 4). Incompatible uses; 5). Structural failure or deficiencies or dilapidation that has resulted in a blighting influence; 6). Severe environmental deficiencies; 7). Vacancy and 8). Other defects which need correction, and which have resulted in a threat to the health, safety and welfare of the public.”

**BE IT FURTHER ORDAINED**, by the City Council of the City of Petersburg, that the following census tracts of 8101, 8102, 8103, 8104, 8105, 8106, 8107, 8109 and 8112 be designated as deteriorated and deteriorating areas with the Petersburg Redevelopment and Housing Authority (PRHA) managed developments of Pin Oaks, Pecan Acres and Sycamore Towers specifically named as a part of this strategy.

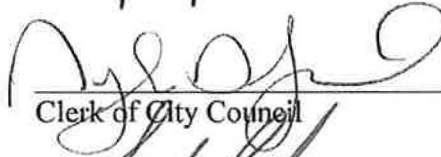
**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Petersburg hereby approves the definition of deteriorated and deteriorating for the revitalization strategy

program and designates this deteriorated and deteriorating area to include the census tracts of 8101, 8102, 8103, 8104, 8405, 8106, 8107, 8108, 8109 and 8112, and specifically name the developments managed by the Petersburg Redevelopment and Housing Authority (PRHA) of Pin Oaks, Pecan Acres and Sycamore Towers.

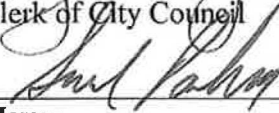


Ordinance 18-ORD-15  
adopted by the City of Petersburg Council  
of the City of Petersburg on:

04/17/18



Clerk of City Council

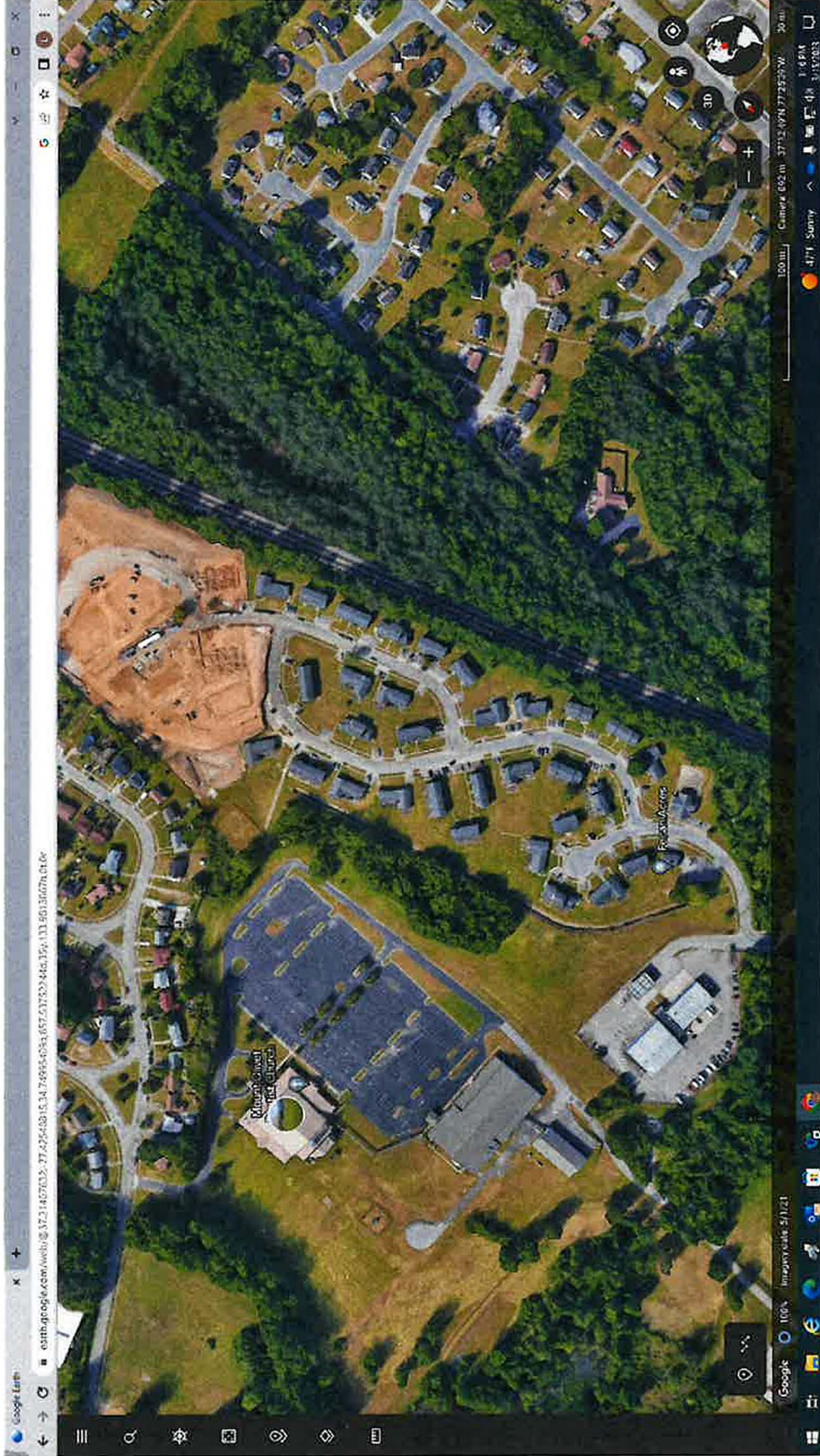


Mayor

# Tab K.2

Location Map

# Pecan Acres Estates Phase II



# **Tab K.3**

Surveyor's Certification of Proximity To Public  
Transportation

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

DATE: 3-7-23

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

RE: 2021 Tax Credit Reservation Request  
Name of Development: PEOW ACCESS ESTATES PHASE II

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.

TIMMONS GROUP  
Firm Name

By: DAVID F. PUGH

Its: SURVEY PROJECT MANAGER  
Title



# Tab L:

PHA / Section 8 Notification Letter

# Appendices continued

## PHA or Section 8 Notification Letter

Date March 9, 2023

To Local Housing Authority or Administrator  
128 S. Sycamore St, Petersburg, VA 23803

RE: Proposed Affordable Housing Development

Name of Development Pecan Acres Estates Phase II

Name of Owner Pecan Acres Estates Phase II, L.P.

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 432 Pecan Street, Petersburg, VA 23803  
See description below

### Proposed Improvements:

- New Construction: 84 #Units 5 #Buildings  
 Adaptive Reuse: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings  
 Rehabilitation: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings

### Proposed Rents:

- Efficiencies: \$ \_\_\_\_\_ /month  
 1 Bedroom Units: \$ 1,001.00 /month  
 2 Bedroom Units: \$ 1,114.00 /month  
 3 Bedroom Units: \$ 1,436.00 /month  
 4 Bedroom Units: \$ \_\_\_\_\_ /month

### Other Descriptive Information:

The project is the second phase of Pecan Acres (Phase I was completed and placed in service in December 2022) and consist of the new construction of Eighty-Four (84) three story (5 buildings) family garden style apartment units.  
The project will serve families at or below 50% AMI (10% of the units will serve families at or below 40% AMI). The development will have a new community building that will have a computer lab, office space and fitness area.

## 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 (804) 733 - 2200 .

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

Sincerely yours,

Name Nathaniel T. Guide  
Title Representative of Owner/Applicant-Executive Director

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

Seen and Acknowledged By   
Printed Name: LASHAWN FOREHAND  
Title SR. SPECIALIST HCV PROGRAM  
Phone (804) 733-2200 ext 121  
Date March 9, 2023





U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Special Applications Center  
77 W. Jackson Blvd., Room 2401  
Chicago, Illinois 60604-3507  
Phone: (312) 353-6236 Fax: (312) 913-8892

OFFICE OF PUBLIC HOUSING

September 20, 2019

Mr. Nathaniel Pride  
Executive Director  
Petersburg Redevelopment & Housing Authority  
128 A South Sycamore Street  
Petersburg, VA 23803

Dear Mr. Pride:

The U.S. Department of Housing and Urban Development's (Department) Special Applications Center (SAC) has reviewed the Petersburg Redevelopment & Housing Authority's (PRHA) application for the demolition of 18 dwelling buildings containing 54 dwelling units and disposition of 8.65 acres of the resulting vacant land at Pecan Acres Estates, VA020000101. The SAC received application DDA0009524 on April 29, 2019 via the Inventory Management System/Public and Indian Housing Information Center (IMS/PIC) system. Supplemental information was received through September 16, 2019.

**Office of Public Housing and Fair Housing & Equal Opportunity Certification**

The City of Petersburg certified their Environmental Review (ER) assessment was in accordance with 24 CFR part 58 on April 5, 2019. The recipient submitted a Request for Release of Funds (RROF), HUD form 7015.15 on April 29, 2019. The RROF was authorized by the HUD Richmond Program Center Office of Public Housing (OPH) on May 14, 2019. On July 12, 2019, the Philadelphia Office of Fair Housing and Equal Opportunity (FHOO), Program and Compliance Branch, recommended the demolition approval.

Under 24 CFR 970.7(a)(1), in order for a demolition or disposition application to be approved after November 24, 2006, the effective date of this regulation, a Public Housing Agency (PHA) must provide a certification that the PHA has described the demolition or disposition in the PHA Annual Plan and timetable under 24 CFR part 903, and that the description in the PHA Annual Plan is identical to the application submitted pursuant to this part and otherwise complies with Section 18 of the Act (42 U.S.C. 1437p) and this part. The PRHA submitted Agency Annual Plan to the Richmond Program Center OPH on October 17, 2016, which includes a description of the proposed demolition action at the development. The HUD Richmond Program Center OPH approved the Agency Annual Plan on December 30, 2016.

**Development History**

The PRHA has received no Inventory Removal approvals from HUD for Pecan Acres Estates, VA020000101.

### Description and Proposed Demolition Action

The PRHA proposed the demolition of 18 dwelling buildings containing 54 dwelling units and disposition of resulting 8.65 acres of vacant land at Pecan Acres Estates, VA020000101. Details of the proposed demolition are as follows:

Pecan Acres Estates, VA020000101						
DOFA: 12/24/73						
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4+BR	Total
Existing Units	0	16	50	54	39	159
Proposed Units	0	8	12	18	16	54
Number of Dwelling Buildings Existing						54
Number of Dwelling Buildings Proposed						18
Number of (Dwelling and Non-Dwelling) ACC Units in PHA's Total Housing Inventory for All Developments						309
<b>Building Number Per PIC:</b>						
101024, 101026, 101027, 101028, 101029, 101030, 101031, 101032, 101033, 101034, 101043, 101044, 101045, 101046, 101047, 101048, 101049, 101050						

### Reason for Action (Justification), Demolition Cost

The PRHA proposed the demolition based on 24 CFR 970.15, and has certified in Exhibit A: Reason for Removal of the PHA Certification of Compliance that the buildings and associated dwelling units proposed for demolition are obsolete as to physical condition, location, or other factors, making them unsuitable for housing purposes, and no reasonable program of modifications is cost-effective to return them to useful life.

PRHA has determined that the demolition of Pecan Acres Estates is consistent with its goals and its PHA Plan. The PRHA submitted a Physical Needs Assessment (PNA) showing a property in significant disrepair given that all dwelling units are built on concrete slabs. The townhouse units were observed to have significant water damage from active and on-going domestic and sanitary plumbing leaks. This has resulted in damaged floor joist, sheathing, tile, deteriorating gypsum topping. The domestic water supply has active underground water leaks which present a major challenge for repair because the units are on slab. Furthermore, the building roofs, vinyl siding and gutter systems are deteriorating. Additionally, the building envelop consists of brick veneer wherein the tuck brick mortar is deteriorating thus allowing water to enter and freeze. The windows and doors are metal and energy conservation reports have consistently noted they are inefficient causing major energy loss. Finally, the electrical, HVAC and civil/sanitary sewer systems have deteriorated and are failing routinely, thus necessitating constant repair.

The Total Development Cost (TDC) limit for the units proposed for demolition is calculated below. The Department used the TDC applicable at the time of submission of this demolition application.

TDC per Notice PIH-2011-38; Year: 2018			
Type of Structure: Row Dwelling; Area: Petersburg, VA			
Bedroom Size	Number of Unit	TDC/Unit	Total Cost
1-BR	8	\$177,262	\$1,418,096
2-BR	12	\$214,678	\$2,576,136
3-BR	18	\$261,860	\$4,713,480
4-BR	10	\$310,375	\$3,103,750
5-BR	6	\$341,340	\$2,048,040
<b>TOTAL</b>	<b>54</b>		<b>\$13,859,502</b>

PRHA provided an estimate of itemized rehabilitation costs, based upon the existing conditions of the units. PRHA originally estimated the rehabilitation cost to be \$10,001,617, which is 72.16 percent of the TDC limit. After discussions with the SAC, PRHA on September 5, 2019 submitted a revised physical needs assessment, which is shown on Exhibit - A. PRHA's revised estimate of total rehabilitation costs is \$9,681,602, which is 69.86% of the TDC limit. The Department concurs with the PRHA's determination that the development is obsolete as to physical condition; and no reasonable program of modifications is cost-effective to return the portion of public housing project back to useful life. The PRHA is reminded that subsequent buildings on the property will need to undergo separate reviews and applying the relevant regulations and notices at the time of application.

The application states that it will cost approximately \$260,000 to demolish the subject units/buildings at Pecan Acres Estates, VA020000101. The PRHA plans to use FFY 2018 funds from Operating and CFP Funds to cover the cost of demolition.

### **Relocation**

The application states: *"None of the residents at Pecan Acres have been relocated off site as a result of the renovation of the property. Once HUD has approved the Demolition Disposition Application, residents will be temporarily relocated so the property can be demolished, and the new units constructed. Residents were briefed on the relocation process and relocation support services that will be available to them as part of the resident consultation meetings. The Relocation Plan is available for residents to review. A 90-Day Notice will be issued upon HUD approval of this demolition and disposition application, unless granted a waiver to begin relocation earlier."* When the application was developed and transmitted to the Department, 16 units proposed for demolition were occupied, at the time of this letter, only 7 units remained occupied therefore 47 units have been vacant for less than 24 months. The PRHA explained that the vacancies were due to stopping leasing activity when they submitted the proposed units originally as part of a RAD application. The PRHA has submitted certification regarding relocation as required by the 24 CFR 970.21(e)(f). The PRHA estimated the relocation cost for the remaining residents to be \$109,998, which includes moving expenses. The funds for relocation are allocated under Operating and Capital Funds in FY 2018. The housing resources offered will be Public Housing and Other.

### Description and Proposed Disposition Action

After the demolition, the PRHA proposed the disposition of 8.65 acres of vacant land at Pecan Acres Estates, VA020000101. Details of the proposed disposition are as follows:

<i>Pecan Acres Estates, VA020000101</i>	
Existing Land	19.45 Acres
Proposed Land	8.65 Acres

### Reason for Action (Justification)

The PRHA proposed the disposition based on 24 CFR 970.17(c), and has certified in Exhibit A: Reason for Removal of the PHA Certification of Compliance that the disposition is appropriate for reasons that are in the best interests of the residents and the PHA, are consistent with the goals of the PHA, the PHA Plan, and are otherwise consistent with the Housing Act.

Based on the results of the physical needs assessment, the PRHA proposes to use its public housing funds to first demolish the property and then dispose of the resulting 8.65 acres at Pecan Acres Estates, VA020000101 via a negotiated sale for \$1,500,000 to Pecan Acres Estates, LP via a seller financing note in order to allow the redevelopment of the property. The seller's note will be repaid according to certain terms and conditions and will be recorded against the property. PRHA will not receive any lump sum payments from the sale/transfer of the property to the partnership but will only receive payments from cash flow based on waterfall position (if any).

The PRHA submitted the City of Petersburg Tax Assessor's Office assessed value of the property to be \$1,500,000. As required by 24 CFR 970.19(d), the Department has determined that this method of valuation is acceptable to establish an estimate of the FMV for the subject properties. At closing the PRHA will provide a seller note for \$1,500,000. The Department considers this transaction as a below fair market value transaction. The Department allows disposition of property at less than fair market value (where permitted by state law), if the activity provides commensurate public benefits to the community, the PHA or the federal government. The Pecan Acres Estates, LP will construct 50 LIHTC units of which all 50 units will be project-based Section 8 units. The PRHA will not realize any net proceeds from this disposition. Therefore, the Department concurs with the PRHA's determination that the disposition is appropriate for reasons that are in the best interests of the residents and the PHA, are consistent with the goals of the PHA, the PHA Plan, and are otherwise consistent with the Housing Act.

### Commensurate Public Benefits

The redevelopment of Pecan Acres site will benefit the agency, the residents and the community by providing new affordable housing that is energy efficient with improved curb appeal, new heating and cooling systems, and modern units with new kitchens and bathrooms. The redeveloped site will continue to serve low-income families, at or below 60% of AMI overlaid with Section 8 Housing Choice Voucher Program. Furthermore, the extended use restrictions of the Low-Income Housing Tax Credits program and other financing sources will ensure extended affordability.

The PRHA will redevelop the Pecan Acres Estates site in three phases. However, this application pertains to Phase I, the subject of this approval, and calls for the demolition of 54 existing public housing units and be replaced with new construction of five buildings consisting of 50 garden and manor house style units and a new community center on 8.65 acres. The new units will consist of ten (10) one-bedroom, eighteen (18) two-bedroom, twenty (20) three-bedroom and two (2) four-bedroom units. Therefore, although the negotiated sale price is less than FMV, because of the benefits arising from the negotiated sale, it is in the best interest of the public housing residents and the PHA, and will result in a commensurate public benefit, as required in 24 CFR 970.19. The scope of this letter only covers the review of the first phase (Phase I). The PRHA must submit separate applications for the remaining units (Phases II and III) and they must stand on their own merits.

### **Use of Proceeds**

According to the Office of the Chief Financial Officer, there is no outstanding debt on Pecan Acres Estates, VA020000101. As proposed, the PRHA may realize indeterminate net proceeds from this disposition. In the application, the PRHA proposes to use any such proceeds for provision of low-income housing or to benefit the residents of Pecan Acres Estates. Specifically, funds will be used for modernization of public housing in accordance with the eligibility requirements for capital funds.

### **Resident Consultation**

1. Project Specific Resident Organization: Pecan Acres Estates Resident Council
2. PHA-wide Resident Organization: PRHA RAB
3. Resident Advisory Board (RAB) in accordance with 24 CFR 903.13: PRHA RAB

24 CFR 970.9(a) requires that an application for demolition/disposition be developed in consultation with residents who will be affected by the proposed action, any resident organizations for the development, PHA-wide resident organizations that will be affected by the demolition/disposition, and the Resident Advisory Board (RAB). The PHA must also submit copies of any written comments submitted to the PHA and any evaluation that the PHA has made of the comments.

PRHA held two meetings on-site at Pecan Acres Estates on March 13, 2019 to discuss the project and the HUD demolition and disposition application. A variety of relevant topics were discussed from relocation to tenant protection vouchers. PRHA staff discussed the project scope, the impact to the residents, the HUD process and answered questions. PRHA had initially envisioned the site and its redevelopment under the RAD program. The new units will be 100% Section 8/Low Income Housing Tax Credit development. A total of 50 units will be rebuilt on site with a slightly different unit mix from the current property. Residents asked several questions, mainly about the relocation process. Residents were interested in confirming whether they would still be relocated and the type of units they would be relocated to. Staff provided explanations on the relocation process. PRHA provided an update on the Pecan Acres

Estates redevelopment project to the PRHA RAB. PRHA staff explained that the project was no longer being pursued using RAD and was proceeding as a HUD mixed-finance development. PRHA informed the RAB of its desire to submit a HUD Section 18 Demolition/Disposition application.

Staff highlighted the changes under a mixed-finance strategy including the change to the previously identified project funding and the fact that 100% of the redeveloped units would be Section 8/Low Income Housing Tax Credit (LIHTC) units. A total of 50 units will be redeveloped on the site. Staff explained the demolition and disposition application process and the timing for the project.

The RAB members asked questions regarding the financing or design changes. Staff explained that LIHTC's will be used to construct the property and restrict the rents and income targeting on certain units and that project-based Section 8 would be overlaid to help subsidize the tenant's rent. RAB members also asked if residents have the right to return to the property and staff indicated that they have that option. The application included copies of meeting agenda, sign in sheets, meeting announcement and minutes of the meeting.

### **Offer of Sale**

24 CFR 970.9(b) (1) of the regulation requires that a public housing agency offer the opportunity to purchase the property proposed for disposition to any eligible resident organization, eligible resident management corporation as defined in 24 CFR part 964, or to a nonprofit organization acting on behalf of the residents, if the resident entity has expressed an interest in purchasing the property for continued use as low-income housing. The PRHA has chosen not to provide an opportunity based on the exception found in 24 CFR 970.9(b) (3)(ii) "A PHA seeks disposition outside the public housing program to privately finance or otherwise develop a facility to benefit low-income families (e.g., day care center, administrative building, mixed-finance housing under 24 CFR part 905 subpart F, or other types of low-income housing)." The Department concurs with the PRHA's determination that it has complied with the requirements of 24 CFR 970.9.

### **Mayor/Local Government Consultation**

As required by 24 CFR 970.7(a) (14), the application package includes a letter of support from the Honorable Samuel D. Parham, Mayor of the City of Petersburg, dated March 19, 2019. The PRHA met with the City Mayor on October 10, 2018 and with City Manager Aretha R. Ferrell Benavides on February 14, 2019 to discuss the PRHA's redevelopment plans.

### **Board Resolution**

As required by 24 CFR 970.7(a) (13), the RHA's Board of Commissioners approved the submission of the disposition application for the proposed property on March 25, 2019, via Resolution Number 032519-01. The last resident consultation was on March 13, 2019. The consultation with the local government took place on February 14, 2019.

## Approval

Based upon the review, the Department finds that the requirements of 24 CFR part 970 and Section 18 of the Act have been met, the proposed disposition, as described in the application and identified below, is hereby approved.

<b>Pecan Acres Estates, VA020000101</b>						
DOFA: 12/24/1973						
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4+BR	Total
Existing Units	0	16	50	54	39	159
Approved Units	0	8	12	18	16	54
Number of Dwelling Buildings Existing						54
Number of Dwelling Buildings Approved						18
<b>Building Number Per PIC:</b>						
101024, 101026, 101027, 101028, 101029, 101030, 101031, 101032, 101033, 101034, 101043, 101044, 101045, 101046, 101047, 101048 101049, 101050						

<b>Pecan Acres Estates, VA020000101</b>				
Buildings: 18; Dwelling Units: 54				
<b>Approved for Disposition: Acres: 8.65</b>				
Total Units to be Redeveloped	Less than 80% of Area Median Income			
	ACC	Non-ACC	PBV	Market Rate
Rental	0	0	50	0
Acquiring Entity (Rental Units)	Pecan Acres Estates, LP			
Method of Sale	Negotiated Sale at less than FMV via a \$1,500,000 Seller Note			
Purpose	Development of Mixed-Income Housing			

## Conditions

The PRHA shall ensure that 50 units of housing are developed on the property and operated as affordable and reserved for families at or below 60 percent of AMI for a period of not less than 30 years. These use restrictions requiring that Pecan Acres Estate, LP develop and operate the properties as 50 units affordable at incomes at or below 80 percent of AMI for 30 years, must be enforced by use agreements, or other legal mechanisms as determined by the HUD Richmond OPH. Such use restriction documents must be recorded in a first priority position against the properties, prior to any financing documents or other encumbrances, and remain in effect even in the event of default or foreclosure on the properties.

- The Pecan Acres Estate, LP shall maintain ownership and operation of the property during the use restriction period. The owner shall not convey, sublease or transfer the property approved for this disposition without prior approval from the PRHA and the Department at any point during the period of use restriction;

- The use restrictions shall be covenants that run with the land, and shall bind and inure to the benefit of the parties, their successors and assigns, and every party now or hereafter acquiring any right, title, or interest therein or in any part thereof;
- Certain involuntary transfers of the property, such as to a secured lender upon default under the security documents, or pursuant to foreclosure, may occur, with the use restrictions surviving the transfer. Any subsequent transfers shall require prior written approval from the PRHA and HUD; and
- The PRHA is responsible for monitoring and enforcing these use restrictions during the period they are in effect.

Notwithstanding this approval, the PRHA shall not proceed to enter into any long-term ground lease or disposition agreement until all residents have been relocated and all demolition actions at the development (that were previously approved by HUD) are complete.

The HUD Richmond Program Center OPH, with concurrence from the HUD Office of the General Counsel (OGC) and Office of Public Housing Investments (OPHI) or their designees, if required, must approve all acquiring entities, terms and conditions in the conveyance of real property, whether in whole or in part, described in this approval. If there are previous land and/or use agreements or encumbrances, other than the Declaration of Trust (DOT), the disposition approval and release of the DOT do not circumvent or supersede those obligations.

The PRHA may realize \$1,500,000 in proceeds and may only expend the funds on authorized uses under Section 18 of the U.S. Housing Act of 1937. The agency states that the proceeds will be used for modernization of public housing units; the proposed use is an eligible use of proceeds; however, the use of proceeds is not approved at this time. Prior to obligation and/or use of disposition proceeds (gross or net); PRHA must obtain written approval from the HUD Richmond Program Center OPH, with concurrence from the Office of the General Counsel (OGC). The proceeds must be held by PRHA in an account subject to an escrow agreement and/or HUD depository agreement, if required by the Richmond Program Center OPH.

### **Other Requirements**

The Department reminds the PRHA that pursuant to 24 CFR 970.21(c)(2), if any of the following types of federal financial assistance is used in connection with the demolition of public housing, the project is subject to section 104(d) of the Housing and Community Development Act of 1974, 42 U.S.C. 5304(d) (as amended), including the relocation payment provisions and the anti-displacement provisions, which require that comparable replacement dwellings be provided within the community for the same number of occupants as could have been housed in the occupied and vacant, occupiable low- and moderate-income units:

- Community Development Block Grant (CDBG) program, 42 U.S.C. 5301 et seq. (including loan guarantees under section 108 of the Housing and Community Development Act of 1974, 42 U.S.C. 5308 et seq.); or
- HOME program, 42 U.S.C. 12701 et seq.



Please contact the HUD Richmond Program Center OPH for additional guidance, if applicable.

### Operating Subsidy

Please be aware that in accordance with 24 CFR 990.114, the demolition of these units will affect PRHA's operating subsidy eligibility. Please contact your Portfolio Manager at the HUD Richmond Program Center OPH for additional guidance.

### Tenant Protection Vouchers

PIH Notice 2018-09 provides that Tenant Protection Vouchers (TPV) may be available to PHAs based on demolition that temporarily or permanently remove units from a PHA's public housing inventory and distinguishes TPVs into two classes: Relocation TPVs and Replacement TPVs.

- Relocation TPVs:** HUD provides relocation TPVs in cases where the public housing units will be replaced in connection with the demolition. Relocation TPVs assist PHAs with relocating residents and must be offered to displaced residents. Relocation TPVs cannot be reissued by the PHA after the initial resident that received the TPV ends participation in the program. The maximum number of relocation TPVs that a PHA is eligible to receive is based on occupancy of the public housing units at the time the TPV application (HUD-52515) is submitted to HUD. A PHA's relocation TPV award may be less (but not more) than the PHA's maximum relocation TPV award identified below.
- Replacement TPVs:** HUD provides replacement TPVs in cases where the public housing will not be replaced in connection with the demolition and become part of the PHA's permanent voucher program. Replacement TPVs must be used first to assist displaced residents. Any remaining replacement TPVs can then be issued to families on its waiting list and/or project-based in accordance with all applicable Section 8 rules. The maximum number of replacement TPVs that a PHA is eligible to receive is based on occupancy of the public housing units at the time the demolition application is approved by HUD. A PHA's replacement TPV award will not change from the maximum award identified below unless its redevelopment plans change, and it decides to develop replacement public housing units in connection with the demolition. PRHA must keep HUD updated on any changes and submit a request to amend this approval if it's redevelopment plan change.

At the time of this approval, 54 public housing units were occupied within the last 24 months. In connection with this demolition, the PRHA does not intend to redevelop public housing units. Based on this, the PRHA may be eligible for maximum TPVs as follows:

Type of TPVs	Relocation TPVs	Replacement TPVs
Maximum TPV Award	-	54

HUD will not automatically issue TPVs to the PRHA as part of this approval. Instead, the PRHA must apply to HUD separately for TPVs in accordance with PIH Notice 2017-10 (or

any successor notice). The PRHA cannot submit the TPV request until it needs the TPVs for purposes of relocating the residents who will be displaced (generally no sooner than 30-60 days from the planned start of relocation). The timing of the PRHA's TPV application submission and the start of relocation noted in this approval should be consistent. As part of its TPVs request, the PRHA must submit the following to the HUD Richmond Program Center OPH:

- a) The name and IMS/PIC application number of the public housing project in this demolition approval.
- b) The number of TPVs requested (subject to the limitations above);
- c) Form HUD-52515 (Voucher Funding Application). If lease-up will cover more than one calendar year, the PRHA must submit a separate Form HUD-52515 for each calendar year;
- d) A leasing schedule that identifies the number of TPVs that will be leased on a month-to-month basis. If lease-up will cover more than one calendar year, the PRHA must submit separate leasing schedules for each calendar year.
- e) A copy of this approval (PDF version - signed and dated); and

The HUD Richmond Program Center OPH will conduct a threshold review of the TPV request prior to sending the request to HUD's Financial Management Center (FMC) for a final determination and processing. HUD's FMC will notify PHAs in writing of their final TPV award.

### **Capital Fund Financing Program**

As of August 22, 2019, the PRHA did not have HUD approval of a Capital Fund Financing Program (CFFP) proposal.

### **PIC and Monitoring - PRHA**

In accordance with 24 CFR 970.7(a)(4), the PRHA provided the following general timetable based on the number of days major actions will occur following approval of the application:

	Milestone	Number of Days after Approval
A	Begin relocation of residents	90
B	Complete relocation of residents	91
C	Execution of contract for removal (disposition contract)	30
D	Actual Removal Action (disposition)	92

The Department recognizes that a PHA's plans to start relocation sometimes change. However, because the Department relies on this information to determine Operating Funds subsidy, PHAs are responsible for ensuring the days to relocation information in a SAC application is reasonably accurate. If days to relocation in a SAC application is not reasonably accurate, asset repositioning fee (ARF) payments under 24 CFR 990.190 may begin prematurely and a PHA may receive less Operating Fund subsidy than it otherwise would be entitled to receive. A PHA may even find itself in a situation where it is operating public housing units

without any Operating Fund subsidy. Therefore, it is essential that PHAs make timely requests to the Department for any necessary modifications to the days to relocation in a SAC application. Note that after the Operating Fund subsidy revisions deadline in the first year of ARF eligibility, no further changes to the days to relocation in an approved SAC application or HUD-52723 can be made.

If the PRHA becomes aware that the days to begin relocation information (noted in Field A above table - Begin relocation of residents) is not reasonably accurate, the PRHA must send an email to the Director of Richmond Program Center OPH within five business days, with a copy to the HUD PIH staff member assigned to the PHA using the following Subject "*PHA Code, SAC application DDA Number, Modification to Days to Relocation.*" The PRHA must include the new estimated number for the days to relocation, along with a brief explanation of the reason for the modification. The Richmond Program Center OPH will review the request to ensure it is reasonable/it has no information that is inconsistent with the request (e.g. information from residents that relocation has started) and that the new estimated days to relocation is not past the Operating Fund subsidy revisions deadline in the first year of ARF eligibility. If the PRHA's request is acceptable, SAC will modify the days to relocation in the SAC application in IMS/PIC and email the PHA notifying it that it has made the change. SAC processes these modifications as technical corrections and will not issue a formal written amendment to this approval. If the PRHA's request is not acceptable (e.g. the requested new days to relocation is past the Operating Fund subsidy revisions deadline in the first year of ARF eligibility), the Richmond Program Center OPH will deny the request in writing. The PRHA must keep adequate records of all relocations (including actual relocation start dates) for purposes of HUD monitoring.

In accordance with 24 CFR 970.35 of the regulation, your agency is required to inform the HUD Richmond Program Center OPH of the status of the project (i.e., delays, actual demolition/disposition, modification requests or other problems). Within seven days of demolition completion and making the final payment to the demolition contractor, the PRHA must enter the "actual" dates of demolition/disposition, directly into the IMS/PIC data system, Inventory Removals sub-module under "Removed from Inventory" tab for the HUD Richmond Program Center OPH approval, using the following procedure:

- On the screen, select the appropriate "Development Number", then select "Add Transaction." On the next screen, select the appropriate "Application Number" from the drop-down menu. In the "Action/Closing Date" box, enter the removal date. If the properties in an application were removed on multiple dates, a separate transaction is needed for each action date. The remaining steps are as applicable.
- If removal is by building(s), use "Remove Residential Inventory By Building" section, select the appropriate building(s) available in the "Complete Buildings Available" box and transfer them to the "Proposed Buildings" box.
- For removal of some units in a building, use "Remove Residential Inventory By Unit" section. To select the appropriate unit(s) available, use the drop-down "Select the building number" box which populates the "Units Available" box. Transfer the appropriate units to the "Proposed Units" box.

- For removal of non-dwelling buildings without PIC building numbers, use “Remove Non-Residential Inventory” section. Fill in the number of non-dwelling buildings without PIC building numbers.
- Save the information using the "Save" button. The status of this information is then displayed as "Draft."
  - PRHA supervisory staff submits the information to the PRHA Executive Director, or the designated final reviewer at the PRHA, using the Submission sub tab. The status becomes "Submitted for Review."
  - The PRHA Executive Director or designee uses the Review sub tab to reject the transaction, which places it in a "Rejected" status, or approves, which places it in a "Submitted for Approval" status.
- If the submission is rejected by HUD, the PRHA may modify the information by repeating the previous procedure. If the transaction is rejected, the status becomes "Rejected." If the HUD Richmond Program Center OPH approves the transaction, the status in IMS/PIC permanently changes to "Removed from Inventory (RMI)."

When the demolition/disposition is completed in its entirety, please submit a report to the HUD Richmond Program Center OPH confirming the action and certifying compliance with all applicable requirements. Auditable financial statements, expenditures and files for each transaction relative to the action must be maintained, available upon request and forwarded with the final report.

The PRHA must retain records of the SAC application and its implementing actions of HUD's approval of this SAC application for a period of not less than 3 years following the last required action of HUD's approval.

### **PIC and Monitoring – OPH**

It is the Richmond Program Center OPH's responsibility to monitor this activity based on its latest risk assessment. The Richmond Program Center OPH must review the relocation change request submitted by PRHA, within 10 business days, to ensure it is reasonable/it has no information that is inconsistent with the request (e.g. information from residents that relocation has started) and that the new estimated days to relocation is not past the Operating Fund subsidy revisions deadline in the first year of ARF eligibility. If the PRHA's request is acceptable, notify [SACTA@hud.gov](mailto:SACTA@hud.gov) via an email. The SAC will modify the days to relocation in the SAC application in IMS/PIC and email the PRHA notifying that change has been made. If the PRHA's request is not acceptable (e.g. the requested new days to relocation is past the Operating Fund subsidy revisions deadline in the first year of ARF eligibility), the Richmond Program Center OPH will deny the request in writing.

The Richmond Program Center OPH must verify that the actual data is entered in IMS/PIC by the PRHA within seven days of demolition/disposition and final payment to ensure the Department is not overpaying operating subsidy and the Capital Fund formula data is correct.

When the PHA submits an Inventory Removal action in IMS/PIC, your Office will be

notified seeking inventory removal approval via a PIC system generated email to your designated PIC coach or another person. Below is a sample notification email:

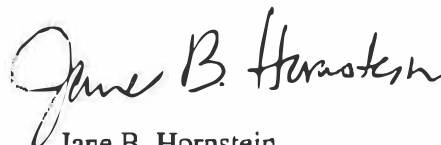
“Subject: Inventory Removal Submittal Notification (HA code)  
Inventory removals have been submitted for approval by your office on [submission date] by [HA Code].”

When the above email is received, your Office is responsible for the review and approval or rejection of the PHA’s Inventory Removal submission within seven days.

The HUD Richmond Program Center OPH has been informed of this approval and its staff is available to provide any technical assistance necessary for your agency to proceed with the demolition/disposition.

As the PRHA start the process of implementation, I urge you to continue to maintain an open dialogue with your residents and local officials. If you must modify your plans, please contact the SAC at [SACTA@hud.gov](mailto:SACTA@hud.gov). As always, my staff and I are available to assist you in any way possible.

Sincerely,



Jane B. Hornstein  
Director

cc: HUD Richmond OPH  
Enclosure

**Total Development Cost  
(TDC) Addendum**

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

OMB Approval No. 2577-0075  
(exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required to as a supplement to the HUD-52860 for all inventory removal actions that involve a demolition action or a disposition action justified by obsolescence based on requirements of Section 18 of the United States housing Act of 1937 as amended ("Act") and 24 CFR Part 970. HUD will use this information to determine whether, and under what circumstances, to permit PHAs to remove from their inventories all or a portion of a public housing development, as well as to track removals for other record keeping requirements. Responses to this collection of information are statutory and regulatory to obtain a benefit. Please refer to the instructions for each section for additional guidance on how to complete this application. HUD approval of the proposed removal from inventory action in this application does not constitute HUD approval for funding of the proposed action. All capitalized terms not defined in this form have the meanings as defined in the Act and the HUD Regulations. The information requested does not lend itself to confidentiality.

1. Inventory Removal Application Number DDA \_\_\_\_\_  
Development Name & Number Pecan Acres Estates - PRHA

2. Total Development cost calculation  
Based on HUD Notice 2018 TDC Limits For Locality Petersburg, VA

If Justification is based upon obsolescence of the units/buildings, complete the applicable calculation below for the unit proposed for demolition for each project

Size - Type	Number of units	Times	TDC Per Unit	= TDC
0 - Bdr Detached and Semi detached		X	\$ -	\$ -
0 - Bdr Row Dwelling		X	\$ -	\$ -
0 - Bdr Walk-Up		X	\$ -	\$ -
0 - Bdr elevator		X	\$ -	\$ -
1 - Bdr Detached and Semi detached		X	\$ -	\$ -
1 - Bdr Row Dwelling	8	X	\$ 177,262.00	\$ 1,418,096.00
1 - Bdr Walk-Up		X	\$ -	\$ -
1 - Bdr elevator		X	\$ -	\$ -
2 - Bdr Detached and Semi detached		X	\$ -	\$ -
2 - Bdr Row Dwelling	12	X	\$ 214,678.00	\$ 2,576,136.00
2 - Bdr Walk-Up		X	\$ -	\$ -
2 - Bdr elevator		X	\$ -	\$ -
3 - Bdr Detached and Semi detached		X	\$ -	\$ -
3 - Bdr Row Dwelling	18	X	\$ 261,860.00	\$ 4,713,480.00
3 - Bdr Walk-Up		X	\$ -	\$ -
3 - Bdr Elevator		X	\$ -	\$ -
4 - Bdr Detached and Semi detached		X	\$ -	\$ -
4 - Bdr Row Dwelling	10	X	\$ 310,375.00	\$ 3,103,750.00
4 - Bdr Walk-Up		X	\$ -	\$ -
4 - Bdr Elevator		X	\$ -	\$ -
5 - Bdr Detached and Semi detached		X	\$ -	\$ -
5 - Bdr Row Dwelling	6	X	\$ 341,340.00	\$ 2,048,040.00
5 - Bdr Walk-Up		X	\$ -	\$ -
5 - Bdr Elevator		X	\$ -	\$ -
6 - Bdr Detached and Semi detached		X	\$ -	\$ -
6 - Bdr Row Dwelling		X	\$ -	\$ -
6 - Bdr Walk-Up		X	\$ -	\$ -
6 - Bdr Elevator		X	\$ -	\$ -
<b>TOTAL</b>			<b>\$</b>	<b>13,859,502.00</b>

3. Estimated Cost of Rehabilitation \$ 9,681,601.88

Provide an attachment showing cost breakdown and reference it as Addendum to 52860-B -- Rehabilitation Cost Breakdown

4. Rehabilitation Cost % (estimated cost of Rehabilitation/Total TDC) x 100 = 69.86%

Provide attachments as needed.  
All attachments must reference the  
Section and line number to which  
they apply. Previous versions obsolete.

form HUD-52860-B (10/2007)

**HUD-52860-B: Total Development Cost (TDC) Form Instructions:**

PHAs proposing to demolish all or a portion of a public housing development (or proposing to dispose of public housing based on obsolescence) must complete this HUD-52860-B in order to demonstrate to HUD that no reasonable program of modification/rehabilitation (rehabilitation) is cost-effective to return a development to its useful life.

Item 1: Insert the number of the HUD Notice from which the PHA extracted the Total Development Cost (TDC) data. The year of the HUD Notice should coincide with the year the rehabilitation estimate was generated, which should not be more than two years prior to the application submission date. Insert the name of the nearest locality to the Development

Item 2: TDC Calculation: Complete the TDC calculation for the affected Development.

Item 3: Rehabilitation Calculation: Attach the estimated cost of rehabilitation for the Development that is necessary to bring the Development up to current new construction standards. Provide details at the work item level (e.g. roofs, windows, heat, etc.). Show contingency, consultants and administrative cost as separate cost items.

To show obsolescence of non-Dwelling structures, obtain comparable new construction costs from the nationally recognized estimating sources referenced in the applicable HUD Notice for TDC, and do a similar analysis. In your attachment, identify the source and year of the benchmark amount.

HUD generally will not consider rehabilitation to be cost-effective if the costs of such rehabilitation exceed 62.5 percent of TDC for developments with elevators or 57.14 percent of TDC for developments, and all other types of structure, without elevators. If the rehabilitation cost for the affected Development does not result in these percentages, the PHA should attach to this form an explanation for why HUD should still approve the proposed demolition/disposition action.

Date: 3/7/2019 Rev.9/5/2019  
 Project: Pecan Acres Estates  
 Address: 433 Pecan Street  
 City, State: Petersburg, Virginia 23803

3-Year Immediate Needs -  
 Calculated Using RS Means 2019 1st Quarter Costs

Residential Gross SF: 68,755  
 Number of Units: 54  
 R. S. Means Location Factor (Building): 0.876  
 DBWR Type (Residential or Commercial): Residential  
 Construction Cost Adjustment Factor: 1.0000

Line	RS Means Line Number	Trade Item	Trade Item Description	Trade Unit	Unit Cost- National Average *	Total Quantity	Total Cost Adjusted for Location
<b>1</b>	<b>3</b>	<b>Concrete</b>					<b>\$ 587,082.81</b>
			<i>Concrete Repair Interior - flooring, walls, ceilings?</i>				
	Industry Average	Concrete	Concrete Repair, per unit - Interior cutting and patching - sewer line replacement	Apt	\$ 3,500.00	54	\$ 164,853.91
	035413500400	Concrete	Poured gypsum underlayment, self-leveling, pumped, 2500 psi, 1/2" thick	SF	\$ 0.70	23,706	\$ 14,536.33
			<i>Concrete Repair Exterior - Within 5' of Building Perimeter</i>				
	031113651000	Concrete	Concrete forming, slab on grade, bulkhead forms - dwelling unit porches & patios within 5'	LF	\$ 6.20	3,139	\$ 17,048.06
	033053404650	Concrete	Concrete slab on grade, (3500 psi) - dwelling unit porches - front & rear	CY	\$ 276.48	120	\$ 29,036.69
	033053404710	Concrete	Thickened slab edge, 8" x 8" reinforced - dwelling unit porches - front & rear	LF	\$ 112.37	3,139	\$ 308,982.32
	033113704300	Concrete	Placing concrete, slab on grade direct chute - dwelling unit patios - front & rear	CY	\$ 30.53	120	\$ 3,206.34
	033513300150	Concrete	Finishing floors, float, broom finish - dwelling unit patios - front & rear	SF	\$ 0.95	9,678	\$ 8,054.29
	030505100150	Demolition	Selective concrete demolition, up to 2 tons, remove whole pieces, incl loading, excludes shoring, bracing, saw or torch cutting, hauling, dumping (dwelling unit porches and patios within 5')	EA	\$ 129.50	108	\$ 12,199.19
	321123230100	Concrete	Base course, drainage layer, crushed 3/4" stone, 6" deep - front & rear	SY	\$ 7.35	1,075	\$ 6,923.86
	320610102165	Concrete	Load, dump, and spread stone w/skid steer, 200' haul - front & rear	CY	\$ 105.65	240	\$ 22,191.31
<b>2</b>	<b>4</b>	<b>Masonry</b>					<b>\$ 554,157.58</b>
			<i>Brick Veneer</i>				
	042113132000	Masonry	Brick veneer masonry, standard sel. Common, 4"x2-2/3"x8" (20% replacement)	SF	\$ 18.00	7,072	\$ 111,516.99
	040505105000	Demolition	Selective demolition, veneers, brick, soft old mortar (20% replacement)	SF	\$ 3.78	7,072	\$ 23,418.57
	079213203655	Caulking	Caulking around exterior doors and windows, polyurethane	LF	\$ 2.71	5,940	\$ 14,101.22
	820101431300	Masonry	Repoint existing brick, high pressure cleaning, soft old mortar, brick common bond	SF	\$ 11.76	35,362	\$ 364,288.83
	820101432100	Masonry	Add to above price for alternate cleaning system, chemical brush and wash	SF	\$ 0.80	35,362	\$ 24,781.55
	034843900650	Concrete	Precast window sill, concrete, tapered, 11" wide	LF	\$ 56.35	325	\$ 16,050.42
<b>3</b>	<b>5</b>	<b>Metals</b>					<b>\$ 256,889.15</b>
			<i>Structural Elements</i>				
	051223452600	Metals	Replace steel lintels, steel angles, 3-1/2" x 3-1/2" x 5/16", 5'-0" long (windows and doors)	EA	\$ 67.50	433	\$ 25,584.98
			<i>Misc. Site Elements - within 5' of building and life safety elements</i>				
	055213502050	Stairs & Railings	2-line pipe rail with pickets and attached handrail, steel, primed, 1-1/2" pipe, 1/2" pickets @ 4-1/2" O.C., 42" high, shop fabricated, straight & level	L.F.	\$ 188.88	1,075	\$ 177,929.18
	055213502010	Stairs & Railings	Railing, shop fabricated, for sloped rails for stairs, add 30%	L.F.	\$ 56.66	1,075	\$ 53,374.99
<b>4</b>	<b>6</b>	<b>Rough Carpentry</b>					<b>\$ 257,251.26</b>
			<i>Typical Framing Requirements</i>				
	Industry Average	Rough Carpentry	Blocking @ kitchen cabinets & specialties	Unit	\$ 750.00	54	\$ 35,325.84
	092116330500	Rough Carpentry	Stud wall, 8' to 12' high, 1/2" interior gypsum board, std. tape & finish 2 sides, installed on and incl. 2" x 4" wood studs, 16" O.C. (miscellaneous modifications required for mechanical closets)	SF	\$ 5.67	8,065	\$ 40,059.50
			<i>Framing - roof repair</i>				
	061753100300	Rough Carpentry	Roof trusses, fink (W) or King post type, metal plate connected, 4 in 12 slope, 2'-0" O.C., 30' to 43' span (10% replacement)	SF Floor	\$ 3.94	6,875	\$ 23,730.21
	060505107450	Demolition	Selective demolition, wood framing, trusses, 36' span (10% replacement)	EA	\$ 75.00	156	\$ 10,263.59
	061110302000	Rough Carpentry	Wood framing, roofs, rough fascia boards, 2" x 8"	LF	\$ 6.97	4,687	\$ 28,614.88
	060505106130	Demolition	Selective demolition, wood framing, fascia boards, 2" x 8"	LF	\$ 0.94	4,687	\$ 3,859.11



Date: 3/7/2019 Rev. 9/15/2019  
 Project: Pecan Acres Estates  
 Address: 433 Pecan Street  
 City, State: Petersburg, Virginia 23803

3-Year Immediate Needs -  
 Calculated Using RS Means 2019 1st Quarter Costs

Residential Gross SF: 68,755  
 Number of Units: 54  
 R.S. Means Location Factor (Building): 0.876  
 DBWR Type (Residential or Commercial): Residential  
 Construction Cost Adjustment Factor: 1.0000

Line	RS Means Line Number	Trade Item	Trade Item Description	Trade Unit	Unit Cost - National Average *	Total Quantity	Total Cost Adjusted for Location
			<b>Framing - Roofing repair</b>				
	061110182155	Rough Carpentry	Wood framing, joists, 2" x 10", pneumatic nailed (10% replacement)	LF	\$ 2.13	8,301	\$ 15,489.43
	060505104250	Demolition	Selective demolition, wood framing joists, 1" x 10" (10% replacement)	LF	\$ 1.16	8,301	\$ 8,435.56
	061623100202	Rough Carpentry	Subfloors, plywood, CDX, 3/4" thick (2nd floor replacement)	SF	\$ 2.10	23,706	\$ 43,608.98
	090505204000	Demolition	Flooring demolition, wood, subfloor, plywood, nailed	SF	\$ 1.11	23,706	\$ 23,050.46
			<b>Framing - exterior facade repair</b>				
	061636100602	Rough Carpentry	Sheathing, plywood on walls, CDX, 1/2" thick (replacement at vinyl siding and mansards)	SF	\$ 1.88	8,846	\$ 14,568.89
	060505103500	Demolition	Selective demolition, wood framing, wood framing, sheathing from walls, 1/2", from walls	SF	\$ 1.32	8,846	\$ 10,244.72
			<b>6 Finish Carpentry</b>				<b>\$ 236,579.04</b>
			<b>Typical Finish Carpentry Requirements</b>				
	Industry Average	Finish Carpentry	Apartment punch-out, cleaning, prelease procedures - Industry Average	EA	\$ 500.00	54	\$ 23,550.56
	062213505950	Finish Carpentry	Moldings, window & door, window trim sets, 2-1/2" wide, includes casings, header, stops, stool & apron, average	Opms	\$ 109.00	884	\$ 84,399.16
	064316100020	Finish Carpentry	Moldings, trim, handrail, pine, single pierce, stock, 1-1/2" x 2-1/2", exc. Hardware (dwelling unit stairs)	LF	\$ 31.50	478	\$ 13,192.77
	064313400790	Finish Carpentry	Wood stair parts, treads, oak, 1-1/2" x 11-1/2" long, no returns	EA	\$ 53.00	478	\$ 22,197.36
	060505106300	Demolition	Selective demolition, wood framing, stair components, tread	EA	\$ 4.83	478	\$ 2,014.51
	074633104210	Finish Carpentry	Vinyl soffit and fascia, solid panels, 2" overhang	LF	\$ 20.40	4,687	\$ 83,750.88
	070505102720	Demolition	Selective demolition, thermal and moisture protection, roof ventilation, soffit vent and/or fascia vent	LF	\$ 0.92	4,687	\$ 3,777.00
	089516107200	Finish Carpentry	Lowlers, vinyl gable vent, 18" x 24"	EA	\$ 88.00	35	\$ 2,688.58
	070505102620	Demolition	Selective demolition, thermal and moisture protection, roof ventilation, bouvered gable vent	EA	\$ 33.00	35	\$ 1,008.22
			<b>7 Waterproofing</b>				<b>\$ 86,893.23</b>
	071919100300	Moisture Protection	Silicone water repellants, sprayed on masonry, 2 coats	SF	\$ 1.09	35,362	\$ 33,764.87
			<b>Exterior Sheathing</b>				
	074646100065	Moisture Protection	Fiber Cement Lap Siding	SF	\$ 5.26	8,846	\$ 40,761.88
	070505105225	Demolition	Selective demolition, thermal and moisture protection, siding, horizontal	SF	\$ 1.19	8,846	\$ 9,221.79
	072510103000	Masonry	Weather barriers, building paper, spun bonded polyethylene	SF	\$ 0.36	8,846	\$ 3,184.69
			<b>7 Insulation</b>				<b>\$ 144,793.94</b>
			<b>Interior Wall &amp; Ceiling Insulation</b>				
	072116102220	Insulation	Blanket insulation for floors/ceilings, 12" thick, R38 - attic	SF	\$ 2.57	45,049	\$ 101,470.16
	061613100030	Insulation	Insulating sheathing, expanded polystyrene, 1" thick, R3.85, 1#/CF density, fastening excluded (at siding)	SF	\$ 1.50	8,846	\$ 11,624.11
	072116200020	Insulation	Blanket insulation for walls, kraft faced fiberglass, 3-1/2" thick, R11	SF	\$ 0.82	44,116	\$ 31,689.06
			<b>7 Roofing</b>				<b>\$ 226,962.33</b>
			<b>Asphalt Shingle Roofing</b>				
	060505106094	Demolition	Selective demolition, wood framing, sheathing from roof, 3/4"	SF	\$ 0.88	13,151	\$ 10,138.20
	061636100307	Roofing	Sheathing, plywood on roof, CDX, 3/4" thick, pneumatic nailed	SF	\$ 1.94	13,151	\$ 22,350.12
	070505103170	Demolition	Selective demolition, thermal & moisture protection, asphalt shingles, 1 layer	SF	\$ 0.76	61,412	\$ 40,885.81
	073113100300	Roofing	Asphalt roof shingles, Class A, 740-260 lb per square	Sq.	\$ 263.00	614	\$ 141,452.93
	073113100825	Roofing	#30 felt underlayment	Sq.	\$ 22.60	614	\$ 12,155.27
			<b>7 Sheet Metal</b>				<b>\$ 43,700.04</b>
			<b>Gutters &amp; Downspouts</b>				
	071233001000	Sheet Metal	Aluminum downspouts, enameled, 5" x 027" thick	LF	\$ 9.31	1,969	\$ 16,059.00
	071231004000	Sheet Metal	Aluminum gutters, stock units, enameled, 3" x 4", .032" thick	LF	\$ 7.80	2,717	\$ 18,568.02
	070505100420	Demolition	Selective demolition, thermal and moisture protection, gutters and downspouts, metal or wood, edge hung	LF	\$ 2.21	4,687	\$ 9,073.01

Date: 3/7/2019 Rev. 9/5/2019  
 Project: Pecan Acres Estates  
 Address: 433 Pecan Street  
 City, State: Petersburg, Virginia 23803

3-Year Immediate Needs -  
 Calculated Using RS Means 2019 1st Quarter Costs

Residential Gross SF: 68,755  
 Number of Units: 54  
 R.S. Means Location Factor (Building): 0.876  
 DBWR Type (Residential or Commercial): Residential  
 Construction Cost Adjustment Factor: 1.0000

Line	RS Means Line Number	Trade Item	Trade Item Description	Trade Unit	Unit Cost - National Average *	Total Quantity	Total Cost Adjusted for Location
10	8	Doors	<b>Dwelling Unit Entry Doors</b>				\$ 457,596.59
		Doors	Doors, residential, steel, insulated, exterior, embossed, full panel, 2' 8" x 6' 8"	EA	\$ 533.50	108	\$ 50,256.89
		Doors	Aluminum screen and storm door, white, painted	EA	\$ 435.00	108	\$ 40,977.97
		Doors	Frames, steel, knock down, hollow metal, single, up to 5'-3/4" jamb depth (dwelling unit entry doors)	EA	\$ 251.50	108	\$ 23,691.86
		Demolition	Selective demolition, wood framing, door buck (exterior entry door frames)	EA	\$ 16.55	108	\$ 1,559.05
		Doors	Thresholds, rubber, 2' 3/4" wide x 1/2" thick	EA	\$ 90.00	102	\$ 8,019.92
		Doors	Thresholds, ADA compliant, 4" wide, 3/6" long (accessible units - 2 each)	EA	\$ 83.50	6	\$ 425.18
			<b>Entry Door Hardware</b>				
		Doors	Door hardware, lockset, heavy duty, cylindrical, with sectional trim, residential, minimum	EA	\$ 278.50	108	\$ 26,235.32
		Doors	Door hardware, deadlock, tubular, standard duty, outside key	EA	\$ 143.00	108	\$ 13,470.92
		Doors	Peepholes, wide view, 2 per entry door	EA	\$ 33.20	108	\$ 3,127.51
			<b>Interior Doors</b>				
		Doors	Doors, prehung, interior, passage, luan, flush, hollow core, 4-5/8" solid jamb, 1-3/8" x 6" x 2 8", wide	EA	\$ 228.50	487	\$ 97,445.21
		Doors	Interior closet door, painted, bi-fold door, louvered pine, 6'-0" x 6'-8"	EA	\$ 800.00	54	\$ 37,680.89
		Doors	Interior closet door, painted, bi-fold door, louvered pine, 3'-0" x 6'-8"	Set	\$ 626.00	18	\$ 9,961.25
			<b>Interior Door Hardware</b>				
		Doors	Door hardware, non-keyed, heavy duty, cylindrical, with sectional trim, residential, interior door, minimum	EA	\$ 233.50	487	\$ 99,577.49
		Doors	Door stops, wall bumper, 4" dia., w/rubber pad	EA	\$ 36.25	594	\$ 18,873.86
		Doors	Hinges, full mortise, steel base	PR	\$ 50.50	594	\$ 26,293.24
11	8	Windows	<b>Dwelling Unit Windows</b>				\$ 270,797.72
		Windows	Aluminum windows, incl. frame and glazing, commercial grade, awning, 3' x 4' opening, insulating glass	EA	\$ 784.00	325	\$ 223,310.22
		Windows	For installation in concrete/masonry openings add 8%	EA	\$ 62.72	180	\$ 9,880.54
		Demolition	Window demolition, aluminum, to 25 S.F.	EA	\$ 48.00	325	\$ 13,672.05
		Windows	Window screens, security screen, aluminum frame, stainless steel cloth	SF	\$ 15.88	1,721	\$ 23,934.90
12	6	Glass	<b>NONE NOTED</b>				\$0.00
13	9	Lath and Plaster	<b>NONE NOTED</b>				\$ 23,092.45
		Lath and Plaster	Cementitious backerboard, on wall, 3' x 4' x 5/8" sheet - kitchen and bath wet walls	SF	\$ 4.89	5,377	\$ 23,092.45
14	9	Drywall	<b>NONE NOTED</b>				\$ 230,068.09
		Drywall	Gypsum wallboard, on walls, mold resistant, taped & finished, 1/2" thick	SF	\$ 1.90	64,522	\$ 107,390.55
		Drywall	Gypsum wallboard, on ceilings, taped & finished, standard, 1/2" thick	SF	\$ 2.17	68,755	\$ 130,697.54
15	9	Ceramic Tile	<b>Ceramic Tile Tub/Shower Surrounds</b>				\$ 65,264.33
		Ceramic Tile	Ceramic tile, bathtub, adhesive set, 5' w x 8' h, with 4-1/4" x 4-1/4"	EA	\$ 744.00	57	\$ 37,174.24
		Ceramic Tile	<b>Ceramic Tile Flooring</b>				
		Ceramic Tile	Ceramic tile, floors, glazed, thin set, color group 1, 6" x 6" (assume 50 sf each)	SF	\$ 9.44	3,397	\$ 28,090.09
16	9	Acoustical	<b>NONE NOTED</b>				\$0.00
18	9	Resilient Flooring	<b>Vinyl Flooring, Baseboard, &amp; Accessories</b>				\$ 557,746.16
		Resilient Flooring	Resilient flooring, vinyl composition tile, solid, 12" x 12" x 1/8"	SF	\$ 3.11	68,755	\$ 187,313.07
		Resilient Flooring	Latex underlayment, cementitious for resilient flooring, 1/8" thick	SF	\$ 5.14	68,755	\$ 309,578.51
		Vinyl molding	Wall base, vinyl, straight or cove, 4" high, 1/8" thick	LF	\$ 3.21	13,442	\$ 37,798.65
		Resilient Flooring	<b>Stair Treads and Risers</b>				
		Resilient Flooring	Stair treads and risers, vinyl, tread and riser combined, 1/8" thick	LF	\$ 18.35	1,434	\$ 23,055.93

Date: 3/7/2019 Rev.9/5/2019  
 Project: Pecan Acres Estates  
 Address: 433 Pecan Street  
 City, State: Petersburg, Virginia 23803

3-Year Immediate Needs -  
 Calculated Using RS Means 2019 1st Quarter Costs

Residential Gross SF: 68,755  
 Number of Units: 54  
 R.S. Means Location Factor (Building): 0.876  
 DBWR Type (Residential or Commercial): Residential  
 Construction Cost Adjustment Factor: 1.0000

Line	RS Means Line Number	Trade Item	Trade Item Description	Trade Unit	Unit Cost: National Average *	Total Quantity	Total Cost: Adjusted for Location
19	9	Painting					\$ 375,574.13
			<b>Painting Interior</b>				
	C31012100400	Painting and Decorating	Painting, on plaster or drywall, rollerwork, primer and 2 coats	SF	\$ 1.33	240,643	\$ 280,367.94
	09912350140	Painting and Decorating	Priming/ painting of doors, interior latex	EA	\$ 127.65	559	\$ 62,480.81
			<b>Painting Exterior</b>				
	099113700370	Painting and Decorating	Exterior painting, doors, panel both sides, incl. frame and trim, primer & 2 finish coats	EA	\$ 238.15	108	\$ 22,434.26
	099113602600	Painting and Decorating	Painting of exterior siding	SF	\$ 0.83	8,846	\$ 6,432.01
	099113800150	Painting and Decorating	Paints & coatings: trim, exterior, fascia, latex paint, 1 coat coverage, brushwork, 1" x 6" to 1" x 10"	LF	\$ 0.94	4,687	\$ 3,859.11
20	10	Specialties					\$ 47,217.35
	102813130200	Specialties	Toilet accessories, curtain rod, stainless steel, 1" diameter x 5' long	EA	\$ 81.50	57	\$ 4,072.18
	102813136500	Specialties	Toilet accessories, towel bar, stainless steel, 30" long	EA	\$ 87.50	68	\$ 5,207.38
	102813134300	Specialties	Toilet accessories, robe hook, regular, single	EA	\$ 28.95	68	\$ 1,772.90
	102816200020	Specialties	Bath accessories, medicine cabinet, with mirror, stainless steel frame, unlighted, 16" x 22"	EA	\$ 133.50	68	\$ 9,135.23
	105523100300	Specialties	Mail boxes, horizontal, key lock, 5'H x 6"W x 15"D, aluminum, front load	EA	\$ 112.50	54	\$ 5,298.88
	105613100100	Specialties	Vinyl coated wire shelving @ closets (assume 22 lb per unit)	LF	\$ 9.26	1,183	\$ 9,595.44
	Industry Average	Specialties	Range Queens, pair	EA	\$ 100.00	54	\$ 5,376.84
	Industry Average	Specialties	Stainless-steel splash guards @ ranges	EA	\$ 75.00	54	\$ 4,032.63
	101423131050	Specialties	Signs, flexible door sign, adhesive back, w/Braille, 5/8" letters, 6" x 6"	EA	\$ 69.55	54	\$ 3,275.88
21	10	Special Equipment					\$0.00
22	11	Cabinets					\$ 472,449.68
	123223109600	Cabinets	Custom cabinets, rule of thumb: kitchen cabinets, excl. counters & appliances	LF	\$ 543.50	807	\$ 383,991.87
	123623136020	Cabinets	Counter Tops, stock, plastic laminate, 24" wide, includes backsplash	LF	\$ 41.25	29,143.82	\$ 29,143.82
	123223308050	Cabinets	Bathroom vanity base,	EA	\$ 568.50	64	\$ 31,661.98
	123661170060	Cabinets	Solid surface vanity top	EA	\$ 496.50	64	\$ 27,652.02
23	11	Appliances					\$0.00
24	12	Blinds and Shades, Artwork					\$0.00
25	12	Carpets					\$0.00
26	13	Special Construction					\$ 851,061.46
	024119210580	Demolition	<b>Typical Demolition Requirements</b>				
	024119193000	Demolition	Selective Demo, Gutting Residential Building	SF	\$ 7.88	68,755	\$ 474,606.74
			Selective demolition, rubbish handling, loading & trucking, including 2 mile haul, cost to be added to demolition cost.	C.Y.	\$ 63.95	1,075	\$ 59,677.12
			<b>Environmental Requirements</b>				
	Industry Average	Radon Mitigation	Installation of radon mitigation systems	Apt	\$ 1,500.00	54	\$ 80,652.60
	Industry Average	Hazardous Materials	Bulk Hazardous Materials Removal and disposal (Asbestos, Lead, and Mold)	Apt	\$ 2,500.00	54	\$ 134,421.00
	Industry Average	Existing Conditions	<b>Accessibility Requirements</b>				
			Conversion of dwelling units for UFAS compliance	EA	\$ 35,000.00	3	\$ 101,724.00
27	14	Elevators					\$0.00
			<b>NONE NOTED</b>				

Date: 3/7/2019 Rev. 9/5/2019  
 Project: Pecan Acres Estates  
 Address: 433 Pecan Street  
 City, State: Petersburg, Virginia 23803

3-Year Immediate Needs -  
 Calculated Using RS Means 2019 1st Quarter Costs

Residential Gross SF: 68,755  
 Number of Units: 54  
 R.S. Means Location Factor (Building): 0.676  
 DBWR Type (Residential or Commercial): Residential  
 Construction Cost Adjustment Factor: 1.0000

Line	RS Means Line Number	Trade Item	Trade Item Description	Trade Unit	Unit Cost - National Average *	Total Quantity	Total Cost Adjusted for Location
28	15	Plumbing and Hot Water					1,000,444.34
		Plumbing	<b>Typical Plumbing Systems - By System</b>				
		D20109591700	Three fixture bathroom - Lavatory, bathtub & water closet. System includes rough in (supply, waste and vent) to connect to supply branches and waste mains	EA	\$ 6,225.00	57	\$ 311,034.46
		D20109222220	Two fixture bathroom - Lavatory & water closet. System includes rough-in (supply, waste and vent) to connect to supply branches and waste mains	EA	\$ 3,850.00	11	\$ 36,757.97
		D20104101800	Kitchen sink system - Kitchen sink w/rim, countertop, 32" x 21" double bowl. Systems are complete w/rim and rough-in (supply, waste and vent) to connect supply branches and waste mains	EA	\$ 1,750.00	54	\$ 82,426.96
			<b>Typical Plumbing Systems - by square foot</b>				
		D2020 RS Means Foot Estimator 2019 1st Quarter	Domestic Water distribution and hot water	SF	\$ 8.15	68,755	\$ 490,868.65
			<b>Gas Piping &amp; Metering</b>				
		23112200130	Gas piping, flexible (CSST), tubing with lightning protection, 3/4" (interior gas line replacement)	LF	\$ 18.13	2,688	\$ 42,697.16
		231123203130	Gas piping, flexible (CSST), fittings, straight, tube to NPT, 3/4"	EA	\$ 52.00	108	\$ 4,898.52
		231123203230	Gas piping, flexible (CSST), fittings, straight, coupling, 3/4"	EA	\$ 70.00	108	\$ 6,594.16
		231123203430	Gas piping, flexible (CSST), fittings, straight, 90c flange valve, 3/4"	EA	\$ 93.50	108	\$ 8,807.91
		231123104010	Meter, gas, residential, 3/4" pipe size	EA	\$ 411.00	54	\$ 19,358.36
29	15	Heat and Ventilation					150,074.12
		235416133040	<b>Unit HVAC - Forced Air Components</b>				
		233113130500	ENERGYSTAR Gas Furnace ≥ 90 AFUE (45,000 BTU)	EA	\$ 1,120.00	54	\$ 52,753.25
		233719100200	Air Distribution Ductwork	LF	\$ 9.73	3,764	\$ 32,080.57
			Diffuser, aluminum, ceiling, also for sidewall, 8" wide, includes opposed blade damper	EA	\$ 75.00	430	\$ 28,260.67
			<b>Ventilation &amp; Air Quality</b>				
		233423106670	Fans, residential, bath exhaust, grille, back draft damper, 110 CFM	EA	\$ 195.50	68	\$ 11,634.77
		233113165910	Duct, round, spiral, galv., 4" dia., 25 ga.	LF	\$ 5.90	1,359	\$ 7,072.52
		113013194150	Range hood, vented, 2 speed, 30" wide	EA	\$ 389.00	54	\$ 18,372.34
30	15	Air Conditioning					215,600.84
		232316160950	<b>Unit Conditioned Air</b>				
		238143101030	Refrigerant line sets, combination, 1/2" & 3/4" tubes, 50' set	EA	\$ 368.00	54	\$ 17,333.21
		033053403510	Electric Heat Pump 2.5-ton (13-SEER), outside condensing unit only	EA	\$ 3,015.00	54	\$ 142,009.87
		230953105050	Equipment pad, 3' x 3' x 6" thick	EA	\$ 137.65	54	\$ 6,493.47
		230505102840	Control component, thermostats, electric, firmed, 2 set back	EA	\$ 346.00	54	\$ 16,296.99
			Air conditioner, heat pump, split unit, 3 ton, selective demolition	EA	\$ 715.00	54	\$ 33,677.30
31	16	Electrical					742,893.34
		260590107080	<b>Electrical Service</b>				
		D50101200245	Smoke detector, ceiling type - dwelling units	EA	\$ 206.00	259	\$ 46,809.60
		D50107501020	Overhead electric service, 1 phase, 3 wire, 120/240 volt, 100 amp w/circuit breaker	EA	\$ 3,150.00	54	\$ 148,368.52
		260505101230	Panelboard, 4 wire, 120/240 V, 100 amp, 10 20 circuits, electrical demolition, remove, including removal of all breakers, conduit terminations & wire connections	EA	\$ 4,700.00	54	\$ 21,375.26
		262720202470	Panelboards, 3 wire, 120/240 V, 100 amp, 10 20 circuits, electrical demolition, remove, including removal of all breakers, conduit terminations & wire connections	EA	\$ 285.00	54	\$ 13,423.82
		260590104350	Duplex receptacle, grounded, 120 volt, 20 amp	EA	\$ 38.00	1166	\$ 38,870.23
		260590104670	Replace receptacle, residential, decorator style, GFI, incl cover plate	EA	\$ 94.00	161	\$ 13,282.52
		260590104710	Dryer outlet, residential, 20' of #10/3, 2 pole circuit breaker, type NM cable, 30 amp, 240 V, incl box & exterior cover plate	EA	\$ 175.50	54	\$ 8,266.25
			Range outlet, residential, 30' of #8/3, type NM cable, 50 amp, 240 V, incl box & exterior cover plate	EA	\$ 266.50	54	\$ 12,552.45





# Tab M:

Locality CEO Response Letter



# City of Petersburg

Office of the City Manager  
135 North Union Street  
Petersburg, Virginia 23803

(804) 733-2301  
Fax 732-9212  
TDD 733-8003

March 15, 2023

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

Virginia Housing Tracking Number: 2023-C-24  
Development Name: Pecan Acres Estates Phase II  
Name of Owner/Applicant: Pecan Acres Estates Phase II, L.P.

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 Petersburg. Accordingly, the City of Petersburg supports the allocation of federal housing tax credits requested by Pecan Acres Estates Phase II, L.P. for this development.

Sincerely,

A handwritten signature in blue ink, appearing to read "John March Altman".

John March Altman  
City Manager



# Tab N:

Homeownership Plan

N/A

# **Tab O:**

Plan of Development Certification Letter



## Plan of Development Certification

NOTE TO DEVELOPER: You are strongly encouraged to submit this certification to the appropriate local official at least three weeks in advance of the application deadline to ensure adequate time for review and approval.

### General Instructions

1. This Letter must be submitted under the Locality's Letterhead
2. 'Local Certification' section must be completed by the appropriate local official
3. 'Development Description' must be provided by the Owner
4. 'Development Address' should correspond to I.A.2 on page 1 of the Application
5. 'Legal Description' should correspond to the site control document in the application
6. 'Proposed Improvements' should correspond with I.B & D and III.A of the application
7. 'Other Descriptive Information' should correspond with information in the application

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 (804) 343-5518.



Economic Development and Planning  
 135 North Union Street, Room 304  
 Petersburg, Virginia 23803

(804) 733-2308  
 Fax 863-2772

**Plan of Development Certification**

**DATE:** February 3, 2017

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

**RE:** PLAN OF DEVELOPMENT CERTIFICATION

Name of Development:	<u>Pecan Acres Estates</u>
Name of Owner/Applicant:	<u>Pecan Acres Estates, L.P.</u>
Name of Seller/Current Owner:	<u>Petersburg 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:  
433 Pecan Street  
Petersburg, VA 23803

Legal Description:  
See attached  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Plan of Development Number: N/A

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>50</u>	# Units	<u>5</u>	# Buildings	<u>50,100</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:

The Pecan Acres Estates project consist of demolition and new construction of an existing public housing development in three phases. Phase I consist of 50 units including 10 one bedrooms, 18 two bedrooms, 20 three bedrooms and 2 four bedrooms.

**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: N/A

Michelle B. Peters  
 Signed  
 Michelle B. Peters  
 Printed Name  
 Director of Economic Development and Planning  
 Title  
 (804) 733-2312  
 Phone  
 February 3, 2017  
 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.

EXHIBIT A

LEGAL DESCRIPTION  
PECAN ACRES, PHASE I

ALL THAT CERTAIN PIECE OR PARCEL OF LAND LYING AND BEING IN THE CITY OF PETERSBURG, VIRGINIA BEING PART OF PECAN ACRES, PHASE I AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMENCING AT A POINT AT THE SOUTHWESTERN TERMINUS OF FAIRGROUNDS ROAD, THENCE LEAVING SAID TERMINUS SOUTH 47 DEGREES 15 MINUTES 32 SECONDS EAST A DISTANCE OF 86.46 FEET TO A POINT, THENCE SOUTH 45 DEGREES 38 MINUTES 04 SECONDS EAST A DISTANCE OF 155.44 FEET TO A POINT, THENCE SOUTH 56 DEGREES 27 MINUTES 56 SECONDS EAST A DISTANCE OF 159.98 FEET TO A POINT, THENCE SOUTH 20 DEGREES 35 MINUTES 32 SECONDS EAST A DISTANCE OF 643.55 FEET TO A POINT, THENCE NORTH 83 DEGREES 45 MINUTES 49 SECONDS EAST A DISTANCE OF 224.92 FEET TO A POINT, THENCE SOUTH 29 DEGREES 19 MINUTES 05 SECONDS EAST A DISTANCE OF 55.00 FEET TO A POINT, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 265.69 FEET, A LENGTH OF 208.90 FEET, AN INTERIOR ANGLE OF 45 DEGREES 02 MINUTES 53 SECONDS, A CHORD BEARING OF SOUTH 38 DEGREES 04 MIUTES 30 SECONDS WEST AND A CHORD DISTANCE OF 203.56 FEET TO A POINT, SAID POINT BEING THE TRUE POINT AND PLACE OF BEGINNING, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 265.69 FEET, A LENGTH OF 124.86 FEET, AN INTERIOR ANGLE OF 26 DEGREES 55 MINUTES 37 SECONDS, A CHORD BEARING OF SOUTH 02 DEGREES 05 MIUTES 15 SECONDS WEST AND A CHORD DISTANCE OF 123.72 FEET TO A POINT, THENCE SOUTH 35 DEGREES 27 MINUTES 02 SECONDS EAST A DISTANCE OF 38.06 FEET TO A POINT, THENCE SOUTH 02 DEGREES 17 MINUTES 12 SECONDS EAST A DISTANCE OF 401.24 FEET TO A POINT, THENCE SOUTH 08 DEGREES 34 MINUTES 40 SECONDS WEST A DISTANCE OF 223.63 FEET TO A POINT, THENCE SOUTH 16 DEGREES 24 MINUTES 51 SECONDS EAST A DISTANCE OF 67.94 FEET TO A POINT, THENCE SOUTH 74 DEGREES 56 MINUTES 11 SECONDS WEST A DISTANCE OF 156.64 FEET TO A POINT, THENCE NORTH 15 DEGREES 04 MINUTES 39 SECONDS WEST A DISTANCE OF 140.02 FEET TO A POINT, THENCE SOUTH 74 DEGREES 55 MINUTES 42 SECONDS WEST A DISTANCE OF 165.91 FEET TO A POINT, SAID POINT LYING ON THE EASTERN RIGHT OF WAY LINE OF SEABOARD COASTLINE RAILROAD, THENCE ALONG SAID RIGHT OF WAY LINE NORTH 23 DEGREES 16 MINTES 55 SECONDS WEST A DISTANCE OF

612.66 FEET TO A POINT, THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 54 DEGREES 24 MINUTES 00 SECONDS EAST A DISTANCE OF 227.21 FEET TO A POINT, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 156.32 FEET, A LENGTH OF 156.18 FEET, AN INTERIOR ANGLE OF 57 DEGREES 14 MINUTES 42 SECONDS, A CHORD BEARING OF NORTH 25 DEGREES 46 MINUTES 40 SECONDS EAST AND A CHORD DISTANCE OF 149.77 FEET TO A POINT, THENCE SOUTH 83 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 323.16 FEET TO A POINT, SAID POINT BEING THE TRUE POINT AND PLACE OF BEGINNING.

THE AREA DESCRIBED ABOVE IS 376,881.12 SQUARE FEET, 8.652 ACRES MORE OR LESS FOR PROPOSED PHASE I.



**EXHIBIT A**

**Legal Description**

**ALL THOSE** certain three lots or parcels of land, together with the improvements thereon and appurtenances thereunto pertaining, situated in the City of Petersburg, Virginia, more particularly described as **Parcel A containing 7.239 acres, Parcel B containing 3.553 acres and Lot 3, containing 1.668 acres** as shown on the plat entitled "Resubdivision of Pecan Acres Petersburg, Virginia", dated May 16, 2018, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Map Book 7, at Page 46. Together with all right, title and interest of the Petersburg Redevelopment and Housing Authority in and to any alleys or streets abutting the aforescribed property.

# **Tab P:**

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

# List of LIHTC Developments (Schedule A)



Development Name: Pecan Acres Estates Phase II  
 Name of Applicant: Pecan Acres Estates Phase II, L.P.

**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 since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Petersburg Redevelopment and Housing Authority Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 Principal's Name: \_\_\_\_\_ Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Washington Columns, Petersburg VA	Washington Columns, L.P. (804) 733-2200	Y	26	26	12/1/2002	5/19/2003	N
2	Wythe Row, Petersburg, VA	Wythe Row, L.P. (804) 733-2200	Y	12	12	12/1/1999	8/1/2000	N
3	Sycamore Towers Apartments, Petersburg, VA	Sycamore Towers Apartments, L.P. (804) 733-2200	Y	100	100	12/31/2020	12/28/2021	N
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								

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

## Low-Income Housing Credit Allocation and Certification

OMB No. 1545-0988

▶ Go to [www.irs.gov/Form8609](http://www.irs.gov/Form8609) for instructions and the latest information.

### Part I Allocation of Credit

Check if:  Addition to Qualified Basis  Amended Form

<b>A</b> Address of building (do not use P.O. box) (see instructions) 128 S. Sycamore Street Petersburg, VA 23803	<b>B</b> Name and address of housing credit agency Virginia Housing Development Authority 601 S. Belvidere Street Richmond, VA 23220
<b>C</b> Name, address, and TIN of building owner receiving allocation Sycamore Towers Apartments, L.P. 128 S. Sycamore Street Petersburg, VA 23803  TIN ▶ 36-4803964	<b>D</b> Employer identification number of agency 54-0921892  <b>E</b> Building identification number (BIN) VA1959001

<b>1a</b> Date of allocation ▶	<b>b</b> Maximum housing credit dollar amount allowable	<b>1b</b>	\$350,633
<b>2</b> Maximum applicable credit percentage allowable (see instructions)		<b>2</b>	3.27 %
<b>3a</b> Maximum qualified basis		<b>3a</b>	\$10,722,712
<b>b</b> Check here <input type="checkbox"/> if the eligible basis used in the computation of line 3a was increased under the high-cost area provisions of section 42(d)(5)(B). Enter the percentage to which the eligible basis was increased (see instructions)		<b>3b</b>	1 3 0 %
<b>4</b> Percentage of the aggregate basis financed by tax-exempt bonds. (If zero, enter -0-.)		<b>4</b>	52.41 %
<b>5</b> Date building placed in service	▶ 12/31/2020		
<b>6</b> Check the boxes that describe the allocation for the building (check those that apply):			
a <input type="checkbox"/> Newly constructed and federally subsidized                    b <input type="checkbox"/> Newly constructed and <b>not</b> federally subsidized                    c <input type="checkbox"/> Existing building			
d <input checked="" type="checkbox"/> Sec. 42(e) rehabilitation expenditures federally subsidized                    e <input type="checkbox"/> Sec. 42(e) rehabilitation expenditures <b>not</b> federally subsidized			
f <input type="checkbox"/> Allocation subject to nonprofit set-aside under sec. 42(h)(5)			

### Signature of Authorized Housing Credit Agency Official—Completed by Housing Credit Agency Only

Under penalties of perjury, I declare that the allocation made is in compliance with the requirements of section 42 of the Internal Revenue Code, and that I have examined this form and to the best of my knowledge and belief, the information is true, correct, and complete.

*John D. Bondurant*  
Signature of authorized official

John D. Bondurant, Authorized Officer  
Name (please type or print)

12.28.21  
Date

### Part II First-Year Certification—Completed by Building Owners with respect to the First Year of the Credit Period

<b>7</b> Eligible basis of building (see instructions)	<b>7</b>	10,722,712
<b>8a</b> Original qualified basis of the building at close of first year of credit period	<b>8a</b>	10,722,712
<b>b</b> Are you treating this building as part of a multiple building project for purposes of section 42 (see instructions)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>9a</b> If box 6a or box 6d is checked, do you elect to reduce eligible basis under section 42(i)(2)(B)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>b</b> For market-rate units above the average quality standards of low-income units in the building, do you elect to reduce eligible basis by disproportionate costs of non-low-income units under section 42(d)(3)(B)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>10</b> Check the appropriate box for each election.		
<b>Caution:</b> Once made, the following elections are irrevocable.		
<b>a</b> Elect to begin credit period the first year after the building is placed in service (section 42(f)(1))	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>b</b> Elect <b>not</b> to treat large partnership as taxpayer (section 42(j)(5))	<input type="checkbox"/> Yes	
<b>c</b> Elect minimum set-aside requirement (section 42(g)) (see instructions):		
<input type="checkbox"/> 20-50 <input checked="" type="checkbox"/> 40-60 <input type="checkbox"/> Average income <input type="checkbox"/> 25-60 (N.Y.C. only)		
<b>d</b> Elect deep rent skewed project (section 142(d)(4)(B)) (see instructions)	<input type="checkbox"/> 15-40	

Under penalties of perjury, I declare that I have examined this form and accompanying attachments, and to the best of my knowledge and belief, they are true, correct, and complete.

*Nathaniel Poide*  
Signature

36-4803964  
Taxpayer identification number

12/30/2021  
Date

Nathaniel Poide  
Name (please type or print)

2021  
First year of the credit period



December 28, 2021

Sycamore Towers Apartments, L.P.  
Nathanial Pride  
128 S. Sycamore Street  
Petersburg, VA 23803

Re: Sycamore Towers Apartments  
Low Income Housing Tax Credits

Dear Mr. Pride,

Enclosed is a revised executed original of Form 8609 for Sycamore Towers BIN VA1959001. Please destroy the previously issued 8609 for Bin VA1959001. If you have any questions, please call me at (804) 343-5725.

If you have any questions, please call me at (804) 343-5725

Sincerely,

A handwritten signature in black ink, appearing to read "John D. Bondurant".

John D. Bondurant  
Director of LIHTC Programs

Enclosure



## **NATHANIEL PRIDE**

### **CONTACT**

PHONE:  
804.479.0292

EMAIL:  
Nathaniel.pride@petersburgrha.org

### **MEMBERSHIPS & AFFILIATIONS**

National Association of Housing and  
Redevelopment Officials (NAHRO)  
Virginia Association of Housing and  
Community Development  
Virginia Home Builders Association

### **TRAINING AND CERTIFICATIONS**

National Association of Housing and  
Redevelopment Officials (NAHROJ) –  
Certified Management Executive

National Center for Housing  
Management – Certified Facility  
Manager, Finance of Maintenance  
Management

Ethics for Operations Management –  
Procurement and Contract  
Management

NeighborWorks America –  
Homeownership Education Instructor

### **PROFESSIONAL REFERENCES**

William Johnson, City Manager  
City of Petersburg – 804.733.2301

Steve Hicks, Public Works Director  
City of Petersburg

Steve Benham, Executive Director  
Hopewell Redevelopment and Housing  
Authority – 804.458.5160

### **EDUCATION**

Virginia State College  
John Tyler Community College

### **WORK EXPERIENCE**

#### **Petersburg Redevelopment and Housing Authority, Petersburg, VA**

##### **Executive Director - 2009 – Present**

Director of Development – 2003 – 2009

Development Coordinator / Development Manager - 1998 – 2003

Director of Housing Operations - 1988 – 1998

Management and Facility Manager - 1974 – 1988

- Administer, manage, maintain, plan, and direct the agency programs for PRHA
- Oversees 410 Public Housing and market rate units and 737 Housing Choice Vouchers
- Manage all development activities to include rehabilitation, new construction and required financing
- Direct all community development activities for the Authority to include program creation, adoption, funding, and implementation
- Oversee all program funding comprised of DCDBG, NSP, and various grants. Manage community development staff. Request for Proposals, managing Architectural and Engineering contracts, and securing funding using Public Housing Funds, Replacement Housing Funds, Below-Market Rate Loans, Low Income Housing Tax Credits, and other sources.
- Served as Vice President of VBAHCDO
- Oversaw the management of all market rate and subsidized rental property including those funded with tax credits, Project Based Section 8, VHDA loans and other non-Public Housing sources.
- Responsible for the Asset management regarding Public Housing Property Management of Property management of 472 units and monitored the Authority's transition to Asset-Based Management and compliance with federal Stop-Los requirements
- Represented the Authority through written and oral presentations to community associations, Planning Commission, Board of Zoning Appeals, PRHA Board of Commissioners and City Coordinate the Authority's strategic planning efforts
- Obtained funding and created community reinvestment programs to strengthen neighborhoods and increase homeownership through new construction of affordable housing and renovation of owner-occupied homes
- Leveraged grand funding through in-king donations and partnerships
- Development and coordinated the Architectural Design Review for Authority new construction and renovation homes
- Negotiated Authority responsibilities for city-funded programs to encourage and promote resident investment in historical Petersburg neighborhoods
- Worked with nonprofits, local colleges, and Community Housing Development Organization (CHDOs) to increase their capacity to create quality, well designed and environmentally friendly, affordable housing
- Solely responsible for the daily operation and administration of the Low-Income Public Housing Programs and activities
- General supervision of the Authority properties, maintenance personnel and family services

**AGREEMENT OF LIMITED PARTNERSHIP OF  
PECAN ACRES ESTATES PHASE II, L.P.**

**THIS AGREEMENT** is entered into as of the 24th day of January, 2023 by and between **PECAN ACRES ESTATES PHASE II G.P., LLC**, a Virginia limited liability company (the “General Partner”) and **PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the “Initial Limited Partner”). The General Partner and the Initial Limited Partner are collectively referred to as the “Partners.”

The Partners desire to form **PECAN ACRES ESTATES PHASE II, L.P.** (the “Partnership”) pursuant to the Virginia Revised Uniform Limited Partnership Act (the “Act”) to acquire certain property located in the City of Petersburg, Virginia, more particularly described on Exhibit A attached hereto (the “Property”), and to acquire, own, construct, rehabilitate, operate, lease and manage thereon certain residential units and common areas collectively known as Pecan Acres Estates (the “Project”), such Project qualifying for federal income tax credits under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”).

**NOW, THEREFORE**, in consideration of the capital contributions of the Partners hereinafter described, the parties hereby agree as follows:

1. **Formation.** The parties hereby form a limited partnership (the “Partnership”) under the Act.
2. **Name.** The name of the Partnership is Pecan Acres Estates Phase II, L.P.
3. **Purposes.** The purposes of the Partnership are to acquire the Property, redevelop, construct, rehabilitate, finance the Project and own, mortgage, lease, exchange sell or otherwise transfer or dispose of the Project. The Partnership is empowered to do all things necessary to carry out the foregoing purposes and all business activities necessary or related thereto. The General Partner is directed and empowered to take such action on behalf of the Partnership as may be necessary or desirable to accomplish its purposes.

The Partnership is authorized to (a) engage in any activity, (b) enter into, perform and carry out contracts of any kind, and (c) do all things necessary and proper for the protection and benefit of the Partnership, including, without limiting the generality of the foregoing, borrowing whatever amounts may be required for the acquisition of the Property and the redevelopment, construction, rehabilitation and operation of the Project.

The Partnership, by its General Partner, is authorized to execute notes and mortgages to secure an acquisition and construction/rehabilitation loan and a permanent loan, to the extent such loans may be necessary or desirable, and to execute any and all documents, agreements, mortgages, security agreements and certificates required in connection with such loans and the acquisition, construction, rehabilitation, development,

improvement, maintenance and operation of the Project and all other property owned by the Partnership in connection with the Project.

4. **Principal Office.** The principal place of business and principal office of the Partnership are located at 128 S. Sycamore Street, Annex Building, Petersburg, Virginia 23803, or at such other place as the General Partner may from time to time determine.

5. **Registered Agent.** The name and post office address of the Partnership's registered agent, who is a resident of the Commonwealth of Virginia and a member of the Virginia State Bar, is:

Delphine G. Carnes, Esq.  
Delphine Carnes Law Group, PLC  
101 West Main Street  
Suite 440  
Norfolk, Virginia 23510

The registered office of the Partnership is physically located in the City of Norfolk, Virginia.

6. **Partners.** The names and business addresses of the General Partner and the Initial Limited Partner (collectively, the "Partners") are as follows:

**GENERAL PARTNER:**

Pecan Acres Estates Phase II, G.P., LLC  
128 S. Sycamore Street, Annex Building  
Petersburg, Virginia 23803

**INITIAL LIMITED PARTNER:**

Petersburg Redevelopment and  
Housing Authority  
128 S. Sycamore Street, Annex Building  
Petersburg, Virginia 23803

7. **Term.** The term of the Partnership shall commence upon the filing of the Partnership's limited partnership certificate with the Virginia State Corporation Commission pursuant to the Act and shall continue until January 31, 2121.

8. **Capital Contributions.** The General Partner and the Initial Limited Partner have contributed \$1.00 and \$99.00 in cash, respectively, to the capital of the Partnership. The Initial Limited Partner has not agreed to make any additional



contributions to the Partnership. No Partner shall be required to make any additional capital contribution, but any Partner, at any time with the consent of the General Partner, may make further and additional contributions; provided, however, that the division of profits and losses provided in Paragraph 10 hereof shall not be altered, nor shall a Partner's percentage interest be increased because of such additional capital contributions.

9. **Withdrawal of Initial Limited Partner.** The Initial Limited Partner shall withdraw and be returned his contribution to the capital of the Partnership upon the admission of additional limited partners to the Partnership.

10. **Profits, Losses, Cash Flow and Cash Proceeds.**

a. All profits, losses, tax credits, cash flow (as defined below) from operations or from a sale, refinancing or other disposition of the Project or any other transaction shall be allocated or distributed, as the case may be, among the Partners as follows:

<u>General Partner</u>	<u>Percentage</u>
Pecan Acres Estates Phase II, G.P., LLC	0.01%
 <u>Initial Limited Partner</u>	
Petersburg Redevelopment and Housing Authority	99.99%

b. For purposes of this Agreement, "cash flow" is defined to mean "net profits" derived from all property owned by the Partnership as ascertained through the use of standard, generally accepted accounting practices, except that (a) depreciation of buildings, improvements, furniture, fixtures, furnishings and equipment shall not be taken into account, (b) mortgage amortization paid by the Partnership in the discretion of the General Partner for capital improvements shall be considered a deduction, and (c) if the General Partner shall so determine, a reasonable reserve shall be deducted to provide funds for improvements or for any other contingencies of the Partnership. The cash flow of the Partnership for each calendar year shall be distributed to the Partners within a reasonable time after the end of each year.

c. The Partnership shall maintain on its books and records a capital account for each Partner (a "Capital Account"), which shall be increased by the amount of all cash contributions and the adjusted basis of property (net of any liabilities assumed by the Partnership and any liabilities to which such property is subject) contributed to the capital of the Partnership by, and the amount of any taxable income, exempt income and gains of the Partnership allocated after the date hereof to, such Partner and shall be decreased by the amount of all cash and the Partnership's adjusted basis for any distributed property

(net of liabilities assumed by such Partner and liabilities to which such property is subject), such Partner's share of any Partnership expenditures which are not deductible in computing taxable income and not normally chargeable to the Capital Account, and the amount of any taxable loss allocated to such Partner. The Capital Account of a Partner shall not be decreased by the payment of any fee to, or the reimbursement of any expense incurred by, such Partner, nor shall the Capital Account be increased by the failure to pay any fee to, or failure to reimburse any expense incurred by, a Partner.

Except as otherwise specifically provided for herein, whenever it is necessary to determine the Capital Account of any Partner, the Capital Account of the Partner shall be determined after giving effect to all allocations of taxable income, gain and loss attributable to transactions effected prior to the time such determination is made and all distributions theretofore made for such year under this Paragraph 10. The Capital Account will be adjusted by any excess gain or loss incurred by reason of an election pursuant to Section 754 of the Code. Any transferee of an interest in the Partnership shall have a Capital Account which reflects the Capital Account of the transferor immediately preceding such transfer.

d. No Partner with a negative balance in its Capital Account shall be obligated to restore such negative balance or to make a contribution to the capital of the Partnership solely by reason thereof; provided, however, that any Partner with a negative balance in its Capital Account following (i) the expiration of the term or the dissolution of the Partnership, (ii) the completion of the adjustments to its Capital Account required to reflect the termination of the Partnership and the allocations and distributions to the Partners pursuant to this Paragraph 10 and (iii) the delivery to the Partner of a certificate from the Partnership's accountants, prepared in good faith and at the expense of the Partnership, setting forth the calculation of such Partner's negative Capital Account balance, shall be obligated to pay the Partnership, within ten (10) days after the receipt of such certificate, an amount equal to the negative balance in its Capital Account.

11. **Assignment of Initial Limited Partner's Interest.** The Initial Limited Partner may not substitute an assignee in his place without the consent of the General Partner, which may be withheld for any reason, and which shall be conditioned upon (a) the sale, assignment or transfer instrument being in form and substance satisfactory to the General Partner; (b) the execution and acknowledgment by the assignor, vendor or other transferee named therein of such instruments as the General Partner may deem necessary or desirable to effectuate such admission; (c) the assignee's, vendee's or other transferee's written acceptance and adoption of all terms, provisions and obligations under the documents governing the Partnership as the same may have been amended; and (d) the assignee, vendee or other transferee paying all reasonable expenses connected with such admission, including, but not limited to, the cost of preparing an amended agreement of limited partnership to effect such admission.

12. **Additional Limited Partners.** Additional limited partners may be admitted to the Partnership by the General Partner without the consent of the Initial Limited Partner.

13. **No Priority.** No limited partner shall have priority over any other limited partner with respect to contributions or as to compensation by way of income.

14. **Losses of Limited Partners.** Notwithstanding anything to the contrary contained herein, the liability of limited partners for payment of any losses of the Partnership shall in no event exceed their required contributions to the capital of the Partnership. For purposes of Partnership accounting, however, all Partnership losses shall be charged against the Capital Accounts of the Partners in the ratios set forth in Paragraph 10 hereof, and if a negative balance appears in the Capital Account for any Partner, such negative balance shall be offset by any future net profits of the Partnership allocable to said Partner.

15. **Continuation of Business.** Upon termination, bankruptcy or insolvency of the General Partner or the occurrence of any other event resulting in the dissolution of the Partnership, all the limited partners shall have the right, but not the obligation, to continue the business of the Partnership and, if necessary, designate one or more persons or entities to be substituted as general partner. In the event the limited partners elect so to continue the business, the former General Partner's interest shall become a limited partnership interest subject, however, to all of the priorities with respect to allocations and distributions as if the interest of the General Partner had not been so changed.

16. **Distributions.** No limited partner has the right to demand or receive property other than cash in return for his contribution.

17. **Management, Duties and Restrictions.**

a. The General Partner shall devote such time to the Partnership as reasonably required for its welfare and success.

b. No limited partner will participate in the management of the Partnership business unless such Partner is also the General Partner and then only in the Partner's capacity as a General Partner.

c. The Initial Limited Partner hereby consents to the employment, when and if required, of such brokers, consultants, managers and other agents, contractors, accountants and attorneys as the General partner may from time to time determine.

d. The General Partner and the Initial Limited Partner may engage in or possess an interest in other business ventures of any nature and description, independently or with others, including, but not limited to, the ownership, financing, leasing, operation, management or development of real estate, and neither the Partnership nor any of the Partners thereof shall have any rights by virtue of this Agreement in or to such independent ventures or to the income or profits derived therefrom.

18. **Execution of Documents.** All documents of any nature required to be signed on behalf of the Partnership shall be signed by the General Partner. Without limiting the generality of the foregoing, the General Partner shall have full power to execute any document necessary or desirable to effect the purposes of the Partnership as set forth herein and to execute deeds, mortgages, notes and leases, to sell all or any part of the Project and all other Partnership property and, in particular, for purposes of executing any and all notes, mortgages, construction/rehabilitation loans or other agreements, and any and all documents required or deemed necessary for the purposes of the Partnership.

19. **Limit on General Partner Liability.** Notwithstanding anything in this Agreement to the contrary, no General Partner shall be liable for the return of the capital contributions of a limited partner or any portion thereof, it being expressly understood that any such return shall be made solely from Partnership assets.

20. **Termination Prior to End of Term.** The Partnership may be terminated prior to its term with the approval of the General Partner and of a majority in interest of the limited partners by providing at least thirty (30) days' prior written notice to the Partners.

21. **Distributions on Termination.** In the event of the dissolution and termination of the Partnership, the General Partner shall liquidate the Partnership and the proceeds of such liquidation shall be applied and distributed in the following order of priority:

a. To the payment of the debts and liabilities of the Partnership and the expenses of liquidation.

b. To the setting up of any reserves which the General Partner may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the Partnership.

c. Any balance remaining shall be distributed among all the Partners in proportion to their respective interests.

22. **Indemnification.** Neither the Partnership nor any Partner shall have any claim against the General Partner, and the Partnership shall indemnify the General Partner against any liability incurred by the General Partner, provided that the act or omission giving rise to such claims or liabilities was performed by the General Partner for and on behalf of the Partnership and in furtherance of the Partnership's interests, and was performed in good faith in the belief that the General Partner was acting within the scope of the General Partner's authority under this Agreement. The foregoing shall not relieve the General Partner of liability for negligence or malfeasance.

23. **Amendment.** This Agreement may be modified or amended at any time by all the Partners.

24. **Applicable Law.** This Agreement and the rights of the parties hereunder shall be governed and construed in accordance with the laws of the Commonwealth of Virginia. Except as otherwise provided herein, the rights, duties and obligations of the Partners shall be as provided for in the Act.

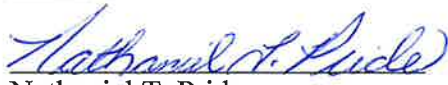
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the General Partner and the Initial Limited Partner have executed this Agreement of Limited Partnership as of the date first above written.

GENERAL PARTNER:

Pecan Acres Estates Phase II, G.P., LLC

By: Petersburg Redevelopment and Housing Authority  
Its: Member

By:   
Name: Nathaniel T. Pride  
Title: Executive Director

INITIAL LIMITED PARTNER:

Petersburg Redevelopment and Housing Authority

By:   
Name: Nathaniel T. Pride  
Title: Executive Director

**EXHIBIT A**

**Legal Description**

**ALL THOSE** certain three lots or parcels of land, together with the improvements thereon and appurtenances thereunto pertaining, situated in the City of Petersburg, Virginia, more particularly described as **Parcel A containing 7.239 acres, Parcel B containing 3.553 acres and Lot 3, containing 1.668 acres** as shown on the plat entitled "Resubdivision of Pecan Acres Petersburg, Virginia", dated May 16, 2018, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Map Book 7, at Page 46. Together with all right, title and interest of the Petersburg Redevelopment and Housing Authority in and to any alleys or streets abutting the aforescribed property.

OPERATING AGREEMENT  
OF  
PECAN ACRES ESTATES PHASE II, G.P., LLC



OPERATING AGREEMENT  
of  
PECAN ACRES ESTATES PHASE II, G.P., LLC

Table of Contents

ARTICLE I	ORGANIZATION	
	1.1 Name	4
	1.2 Term	4
	1.3 Place of Business	4
	1.4 Purpose	4
ARTICLE II	COMPANY CAPITAL AND CONTRIBUTIONS	
	2.1 Contributions	4
	2.2 Additional Contributions	4
	2.3 Interest	4
	2.4 Advances	4
ARTICLE III	ALLOCATIONS AND DISTRIBUTIONS DURING OPERATIONS	
	3.1 Distributions	5
	3.2 Fiscal Year	5
	3.3 Liability to Creditors	5
ARTICLE IV	MEMBERS	
	4.1 Management and Voting Entitlement	5
	4.2 Annual Meeting	5
	4.3 Special Meeting	6
	4.4 Action Without Meeting	6
	4.5 Conference Call Meetings	6
	4.6 Notice of Meeting	6
	4.7 Waiver of Notice	6
	4.8 Determination of Members of Record	7
	4.9 Place of Meeting	7
	4.10 Proxies	7
	4.11 Quorum and Voting Requirements for Voting Groups	7

ARTICLE V	OFFICERS	
	5.1 Officers	8
	5.2 Officers' Authority	8
	5.3 Resignation and Removal	8
	5.4 Salaries	8
ARTICLE VI	TRANSFER OF INTERESTS	
	6.1 Right of First Refusal	9
	6.2 Admission of Transferee	9
	6.3 Pledge	9
ARTICLE VII	RESIGNATION OF MEMBERS	9
ARTICLE VIII	FINANCIAL RECORDS	
	8.1 Company Books	9
	8.2 Banking	10
ARTICLE IX	DISSOLUTION AND TERMINATION	
	9.1 Dissolution	10
	9.2 Distributions	10
ARTICLE X	GENERAL PROVISIONS	
	10.1 Additional Members	10
	10.2 Notices	10
	10.3 Elections and Other Tax Matters	10
	10.3.1 Tax Matters Member	12
	10.4 Governing Law	12
	10.5 Binding Effect	12
	10.6 Interpretation	12
	10.7 Validity	12
	10.8 Entire Agreement; Amendments	13
	10.9 Agreement in Counterparts	13
	10.10 Captions	13
	10.11 Registered Office and Agent	13

## OPERATING AGREEMENT

In consideration of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby enter into this Operating Agreement (the "Agreement") for the governance of PECAN ACRES ESTATES PHASE II, G.P., LLC (the "Company") on the following terms and conditions:

### ARTICLE I ORGANIZATION

1.1 Name. The business of the Company shall be conducted under the name of Pecan Acres Estates Phase II, G.P., LLC.

1.2 Term. The term of the Company shall commence upon the filing of the Company's articles of organization with the Virginia State Corporation Commission pursuant to the Act and shall continue until December 31, 2122.

1.3 Place of Business. The Company's principal place of business shall be located at 128 S. Sycamore Street, Annex Building, Petersburg, Virginia 23803, or at such other place as the Secretary may designate.

1.4 Purpose. The purpose of the Company is to engage in any and all business activities permitted under Virginia law, including ownership of real estate and personal property.

### ARTICLE II COMPANY CAPITAL AND CONTRIBUTIONS

2.1 Contributions. The Members shall make no initial contributions to the capital of the Company.

2.2 Additional Contributions. Except as set forth in this Agreement, no Member shall be required to make additional contributions to the Company.

2.3 Interest. No Member shall receive interest on his contribution to the capital of the Company. No Member shall have the right to receive property other than cash under any circumstance requiring a return of his contribution.

2.4 Advances. Any loan made by a Member to the Company shall be a term loan and shall bear interest at a rate equal to five percent.

ARTICLE III  
ALLOCATIONS AND DISTRIBUTIONS  
DURING OPERATIONS

3.1 Distributions. Cash available for distribution shall be distributed each year among the Members in proportion to the then effective percentage interests shown opposite their respective signatures hereto ("Percentage Interests"). For purposes of this Section, cash available for distribution shall include cash determined by the Members to be available, taking into consideration necessary or desired reserves, the tax and other requirements of the Company, and other relevant factors, from operations, a refinancing, or a capital transaction other than a sale of all of the Company's property upon termination of the Company, which shall be governed by Article IX. Cash available for distribution from normal business operations of the Company shall be distributed at least annually. Cash available for distribution as a result of a refinancing or a capital transaction shall be distributed to the Members within thirty days after receipt thereof by the Company.

3.2 Fiscal Year. The Company's fiscal year shall be the calendar year, January 1 through December 31, except as otherwise provided by the Members.

3.3 Liability to Creditors. Except as otherwise required by law or as set forth in this Agreement, no Member shall be liable for the obligations or losses of the Company.

ARTICLE IV  
MEMBERS

4.1 Management and Voting Entitlement. Unless and to the extent the Members elect a Secretary or other officers and delegate management to them, management shall be vested in the Members. Notwithstanding any provision contained elsewhere in this Agreement, no Member shall have the authority, without the consent of at least two-thirds of the Members (i) to transfer any real estate of the Company, (ii) to confess a judgment against the Company, (iii) to make an assignment for the benefit of the Company's creditors, (iv) to do any act that would make it impossible to carry on the ordinary business of the Company, or (v) to do any act in contravention of this Agreement. Each Member shall devote such time to the business of the Company as is required to conduct its business in an efficient and profitable manner. However, each Member shall have the right to engage in other businesses, including ones that compete with the business of the Company. Each Member is entitled to vote on each matter voted on at a Members' meeting in proportion to the Percentage Interest of such Member, with each whole percentage point being entitled to one vote. Each signatory hereto and each Substituted Member shall be treated as a Member for all other purposes of this Agreement.

4.2 Annual Meeting. Commencing with the year 2024, the annual meeting of the Members of the Company shall be held on the third Monday in January of each year (and if such date is a legal holiday, on the next business day), or on any other date as may be agreed to by the Members, for the purpose of electing a Secretary and transacting such other business as may properly come before the meeting.

4.3 Special Meeting. Special meetings of the Members may be called by the holders of at least twenty percent of all votes entitled to be cast on any issue proposed to be considered at the meeting. Special Meetings may be called by signing, dating and delivering to the Secretary one or more written demands for such a meeting describing the purpose or purposes for which the meeting is to be held.

4.4 Action Without Meeting. Action required or permitted to be taken by the Members at a Members' meeting may be taken without a meeting and without action by the Secretary if the action is taken by all the Members entitled to vote on the action. The action shall be evidenced by one or more written consents describing the action taken, signed by all the Members entitled to vote on the action and delivered to the Secretary of the Company for inclusion in the minutes or filing with the Company records. Any action taken by unanimous written consent shall be effective according to its terms when all consents are in possession of the Company. A Member may withdraw his consent only by delivering a written notice of withdrawal to the Company prior to the time that all consents are in the possession of the Company. Action taken under this Section is effective as of the date specified in the consent provided the consent states the date of execution by each Member. A consent signed under this Section has the effect of a unanimous vote of voting Members and may be described as such in any documents.

4.5 Conference Call Meetings. The Members may participate in a Members' meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting of the Members.

4.6 Notice of Meeting. The Company shall notify Members of the date, time and place of each annual and special Members' meeting. Such notice shall be given no less than ten nor more than sixty days before the meeting date except that notice of a Members' meeting to act on an amendment of the Articles of Organization, a plan of merger or share exchange, a proposed sale of all or substantially all of the assets of the Company, otherwise than in the usual and regular course of business, or the dissolution of the Company shall be given not less than twenty-five nor more than sixty days before the meeting date, which notice shall be accompanied by a copy of the proposed amendment, plan of merger, share exchange or dissolution or agreement pursuant to which the proposed sale will be effected. Unless the applicable law or the Articles of Organization require otherwise, the Company is required to give notice only to Members entitled to vote at the meeting and notice of an annual meeting need not state the purpose or purposes for which the meeting is called. Notice of a special meeting, however, shall state the purpose or purposes for which the meeting is called.

4.7 Waiver of Notice. A Member may waive any notice required by law, the Articles of Organization or hereunder before or after the date and time of the meeting that is the subject of such notice. The waiver shall be in writing, be signed by the Member entitled to the notice and be delivered to the Secretary of the Company for inclusion in the minutes or filing with the Company records. A Member's attendance at a meeting (1) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the

meeting or transacting business at the meeting and (2) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

4.8 Determination of Members of Record. The Secretary may fix in advance the record date in order to make a determination of Members entitled to notice of, or to vote at, any meeting of the Members or any adjournment thereof, to receive payment of any dividend or distribution, to demand a special meeting, to take action without a meeting or to make a determination of Members for any other proper purpose. A record date fixed under this Section may not be more than seventy days before the meeting or action requiring a determination of Members. If not otherwise fixed by the Secretary, the record date for determining Members entitled to (i) notice of and to vote at a Members' meeting is the close of business on the day before the effective date of the notice to Members, (ii) receive payment of any dividend or distribution, other than a distribution involving a repurchase or acquisition of members by the Company, is the date the Secretary authorizes the dividend or distribution, (iii) demand a special meeting is the date the first Member signs the demand and (iv) take action without a meeting is the date the first Member signs the consent.

4.9 Place of Meeting. Meetings of the Members shall be held at the principal office of the Company or at such other place, within or without the Commonwealth of Virginia as may be designated by the Secretary and set forth in the notice of the meeting.

4.10 Proxies. A Member may vote in person or by proxy. A Member may appoint a proxy to vote or otherwise act for him by signing an appointment form, either personally or by his attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or agent authorized to tabulate votes. An appointment is valid for eleven months unless a longer period is expressly provided in the appointment form. An appointment of a proxy is revocable by the Member unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. An appointment made irrevocable by being coupled with an interest is revoked when such interest is extinguished. The death or incapacity of the Member appointing a proxy does not affect the right of the Company to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or agent authorized to tabulate votes before the proxy exercises his authority under the appointment.

4.11 Quorum and Voting Requirements for Voting Groups. Members entitled to vote as a separate voting group, in the case of multiple voting groups, may take action on a matter at a meeting only if a quorum of those members exists with respect to that matter. Unless the Articles of Organization or the relevant law provides otherwise, a majority of the membership interests entitled to be cast on the matter by the voting group constitutes a quorum for action on that matter. Once a member is represented for any purpose at a meeting, that member's membership interest is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or shall be set for that adjourned meeting. If a quorum exists, action on a matter is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Organization, relevant law, or this Agreement requires a greater number of affirmative votes.

ARTICLE V  
OFFICERS

5.1 Officers. The Members may elect such officers and assistant officers and fill any vacancy at any regular or special meeting of the Members. A duly appointed officer may appoint one or more officers or assistant officers as may be authorized herein or by the Members. The same individual may simultaneously hold more than one office. Each officer shall be appointed to hold office until the next succeeding regular meeting of the Members or for such longer or shorter terms as may be specified, and until his successor shall have been elected or such earlier time as he shall resign, die or be removed. Each officer shall have the authority and perform the duties set forth herein or, to the extent consistent herewith, the duties prescribed by the Members or by direction of an officer authorized by the Members to prescribe the duties of other officers.

5.2 Officers' Authority. The officers (if any) shall have such authority as may be given at the time of their election, provided, however, the Company shall have a Secretary who or which shall have the authority to perform ministerial acts in carrying out the material management and business decisions approved by the Members. By way of illustration of such ministerial acts, the Secretary may enter into and execute deeds, contracts, leases, subleases, or modifications thereof, in connection with the Company's business; may preside at meetings of the Members; may call special meetings of the Members for any purpose; may hire, appoint and discharge, subject to the approval of the Members, employees and agents of the Company; may give, or cause to be given, notices of all meetings of Members, and all other notices required herein or by law; may record the proceedings of the meetings of the Members in a book kept for that purpose; may authenticate records of the Company; may keep or cause to be kept full and accurate books of account; may render a financial statement showing all transactions and the financial condition of the Company as may be required by the Members; and may perform such other duties as may be assigned from time to time by the Members. In all events, the Secretary's authority shall be limited to ministerial acts performed as an agent of the Members, within the meaning of Treasury Regulation §301.6404-2(b)(2). Until a successor is duly elected, the Member listed first on the signature page hereto shall be the Secretary of the Company.

5.3 Resignation and Removal. An officer may resign at any time by delivering notice to the Company. A resignation is effective when the notice is delivered unless the notice specifies a future effective date. If a resignation is made effective at a future date and the Company accepts such future effective date, it may fill the pending vacancy before such date but the successor shall not take office until such date. The Members may remove any officer at any time with or without cause and any officer or assistant officer, if appointed by another officer, may likewise be removed by such officer.

5.4 Salaries. The Company may pay all of its officers reasonable compensation for their services and shall reimburse their out-of-pocket expenses incurred on behalf of the Company.

ARTICLE VI  
TRANSFER OF INTERESTS

6.1 Right of First Refusal. No Member may transfer all or part of his interest in the Company without first offering such interest in writing to the other Members at a price equal to the amount offered for such interest by a third party and on the same terms and conditions. If the other Members do not accept the offer within thirty days, the selling Member will be free for a period of sixty days thereafter to transfer such interest but only in strict compliance with the terms of the third party offer. A transfer of interest to any person on account of the death of a Member or by a Member to a Member's spouse or lineal descendants or to a trust for the benefit of a Member, his spouse or his lineal descendants shall not be subject to the transfer restriction of this Section. The transferor and not the transferee shall be treated as the Member for all purposes of this Agreement in the event of an attempted transfer not in compliance with this Section. In the event of a transfer in compliance with this Section, the transferee shall be entitled to receive the share of profits and distributions of the transferor Member but may not participate in the management or affairs of the Company or have any vote on any matter unless and until admitted as a Substituted Member.

6.2 Admission of Transferee. As conditions to admission as a Substituted Member, (a) the other Members shall unanimously consent to the substitution; (b) the transferee shall execute and acknowledge such instruments in form and substance as counsel to the Company deems necessary to effect such admission and to confirm the agreement of the person being admitted as a Substituted Member to be bound by all of the terms and provisions of this Agreement, as it may have been amended; and (c) the transferee shall pay all reasonable expenses in connection with his admission as a Substituted Member. A Substituted Member shall have all of the rights and privileges of the transferor and shall be substituted for the transferor in all respects, including receiving by transfer the Capital Account of the Transferor.

6.3 Pledge. A Member may assign his right to receive distributions hereunder, but not his entire interest, to secure a bona fide obligation, provided that a written security agreement evidencing such assignment is filed with the Company.

ARTICLE VII  
RESIGNATION OF MEMBERS

No Member may voluntarily resign from the Company.

ARTICLE VIII  
FINANCIAL RECORDS

8.1 Company Books. The Company shall maintain accurate books of the affairs of the Company at its principal office using such methods as may be approved from time to time by the Members. Each Member shall have the right to inspect and examine such books at reasonable times. The Company or the accountant regularly servicing the Company and appointed by the Members shall close and balance or review such books at the end of each fiscal year of the



Company and shall have delivered to each Member, within ninety days after the expiration of each fiscal year of the Company, a copy of the balance sheet, and related statements of income and expense, and sources and uses of funds, together with a statement showing the income or loss and Capital Account of each Member, the distributions to each Member and all information necessary for a Member to prepare his federal and state tax returns.

8.2 Banking. The Company shall maintain a bank account in which all funds of the Company shall be deposited. This account may be co-mingled with other accounts, if appropriate accountings are made. The Company's funds shall be used solely for the business of the Company, and all withdrawals therefrom shall be made upon checks signed by one or more Members.

## ARTICLE IX DISSOLUTION AND TERMINATION

9.1 Dissolution. The Company shall be dissolved upon the earlier of the following: (i) the consent of at least two-thirds of the Members; (ii) the entry of a decree of judicial dissolution; (iii) the transfer of all of the property owned by the Company; (iv) the expiration of the stated term; or (v) the death, expulsion, bankruptcy, or dissolution of a Member or any other event that terminates the continued membership of a Member unless the business of the Company is continued by the unanimous consent of the remaining Members. Upon dissolution, absent the unanimous consent of the Members to continue the Company, the Members shall wind up the affairs of the Company, and distribute its assets or proceeds thereof. A reasonable time as determined by the Members, but not to exceed eighteen months, shall be allowed for the orderly liquidation and distribution of the assets of the Company.

9.2 Distributions. Upon liquidation and after the payment of all the debts and liabilities of the Company, the Company's remaining assets, whether in cash or in kind, shall be distributed to the Members in the ratio of their respective percentage interest.

## ARTICLE X GENERAL PROVISIONS

10.1 Additional Members. No person shall be added as a Member of the Company without the written consent of all Members.

10.2 Notices. All notices contemplated by this Agreement shall be in writing addressed to the parties at the addresses set forth opposite their signatures to this Agreement or at such other addresses of which the Company shall have been notified in writing by the Member, and to the Company at its principal office, by certified mail, return receipt requested.

10.3 Elections and Other Tax Matters. The Company intends to make an election under Section 168(h) of the Code in the time and manner specified in the Code and regulations in order to be treated as a corporation for tax purposes. The Member listed first on the signature page hereto shall be the "tax matters partner" within the meaning of Section 6231 of the Code until a successor is chosen by the Members.

10.3.1. Tax Matters Member. Petersburg Redevelopment and Housing Authority shall also be the Tax Matters Member and, as such, shall be solely responsible for representing the Company in all dealings with the Internal Revenue Service and any state, local, and foreign tax authorities, but the Tax Matters Member shall keep the other Members reasonably informed of any Company dealings with any tax agency.

10.3.1.1. The Tax Matters Member shall have the right to resign by giving thirty (30) days written notice to each Member. Upon the resignation, death, legal incompetency, or bankruptcy of the person serving as the Tax Matters Member, a successor to serve in such capacity shall be designated by affirmative vote of the Members holding a majority of the membership interests.

10.3.1.2. The Tax Matters Member shall employ experienced tax counsel to represent the Company in connection with any audit or investigation of the Company by the Internal Revenue Service, and in connection with all subsequent administrative and judicial proceedings arising out of such audit. The fees and expenses of such counsel shall be a Company expense and shall be paid by the Company. Such counsel shall be solely responsible for representing the Company; it shall be the responsibility of the Tax Matters Member and all other Members, at their own expense, to employ tax counsel to represent their respective separate interests.

10.3.1.3. The Tax Matters Member shall keep the Members informed of all administrative and judicial proceedings as required by IRC Code Section 6223(g) and shall furnish to each Member a copy of each notice or other communication received by the Tax Matters Member from the IRS, except such notice or communication sent directly to the Members by the IRS. All expenses incurred by the Tax Matters Member and serving in such capacity shall be Company expenses and shall be paid by the Company.

10.3.1.4. The Tax Matters Member shall not do any of the following unless such action has been approved by the affirmative vote of the Members holding a majority of the membership interests;

10.3.1.4.1. Enter into a settlement agreement with the IRS which purports to bind the Members, other than the Tax Matters Member;

10.3.1.4.2. File a petition as contemplated in IRC Code Sections 6226(a) or 6228;

10.3.1.4.3. Intervene in any action as contemplated in IRC Code Section 6226(b);

10.3.1.4.4. File any requests contemplated in IRC Code Section 6227(b); or

10.3.1.4.5. Enter into any agreement extending the period of

limitations as provided in IRC Code Section 6229(b)(1)(B).

10.3.1.5. The relationship of the Tax Matters Member to the Members is that of a fiduciary, and the Tax Matters Member has a fiduciary obligation to perform the duties of Tax Matters Member in such manner as will serve the best interests of the Company and the Members.

10.3.1.6. The Company shall indemnify the Tax Matters Member (including the Officers and Directors of a Corporate Tax Matters Member) against judgments, fines, amounts paid in settlement, and expenses (including attorney's fees) reasonably incurred in a civil, or investigative proceeding in which it is involved or threatened to be involved by reason of being the Tax Matters Member, provided that the Tax Matters Member acted in good faith, within what is reasonably believed to be the scope of his authority and for a purpose which it reasonably believed to be in the best interests of the Company or the Members. The Tax Matters Member shall not be indemnified under this provision against any liability to the Company or the Members to which it otherwise would be subject by reason of willful misfeasance, bad faith, gross negligence, or reckless disregard of the duties involved in the conduct of its office. The indemnification provided hereunder shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any applicable statute, agreement, vote of the Members, or otherwise.

10.4 Governing Law. All questions regarding the construction of this Agreement and the rights and liabilities of the parties shall be determined in accordance with the laws of the Commonwealth of Virginia without regard to the conflict of laws provisions thereof.

10.5 Binding Effect. This Agreement shall be binding upon and, provided the conditions of Section 6.2 hereof have been satisfied, shall inure to the benefit of all of the Members and their respective successors in interest, personal representatives, estates, distributees, legatees, and permitted assigns.

10.6 Interpretation. When the context in which words are used in this Agreement so indicates, words in the singular number shall include the plural, and vice versa, and words in the masculine gender shall include the feminine and neuter genders, and vice versa. The term "person" and pronouns shall include an individual, corporation, partnership, limited liability company or other entity. Reference to a statute shall also be deemed to refer to successor provisions thereof.

10.7 Validity. If a provision of this Agreement is declared invalid, such invalidity shall not invalidate the remainder of this Agreement.

10.8 Entire Agreement; Amendments. This Agreement contains the entire understanding among the Members and supersedes all prior written and oral agreements among them regarding the subject matter of this Agreement. No representation, agreement, arrangement or understanding, oral or written, exists among the Members relating to the subject matter of this Agreement that is not fully expressed herein. All amendments to this Agreement must be made in writing and approved by at least a majority of the votes entitled to be cast by the Members. If the Agreement is amended in accordance with this Section, each of the Members shall sign all documents that may be necessary or desirable, in the discretion of the Secretary, including, without limitation, an amended Operating Agreement and amended Articles of Organization.

10.9 Agreement in Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement, binding on all the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

10.10 Captions. Any section or paragraph title or caption contained in this Agreement is for convenience of reference only, and shall not be deemed a part of or construed to affect the meaning of this Agreement.

10.11 Registered Office and Agent. The Company shall at all times have a registered office and a registered agent. The Registered Agent shall give notice, when necessary, to each Member.

[Remainder of Page Intentionally Left Blank. Signatures on Next Page]

IN WITNESS WHEREOF, the Member has signed this Agreement as of the 24th day of January, 2023.

Name &  
Signature

EIN  
& Address

Percentage  
Interest

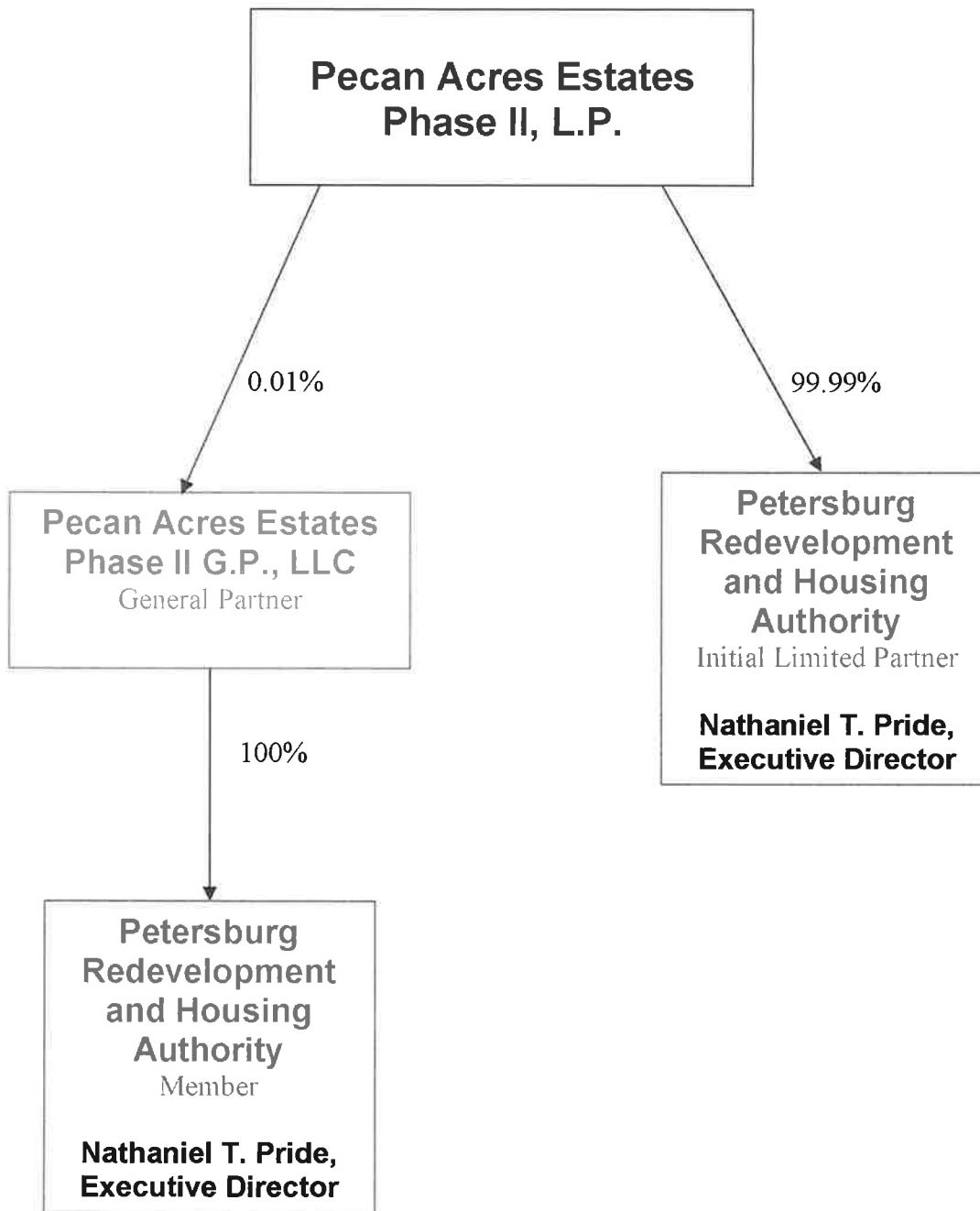
**Petersburg Redevelopment and  
Housing Authority**

EIN: \_\_\_\_\_  
128 S. Sycamore Street  
Petersburg, VA 23803

100%

By:   
Name: Nathaniel T. Pride  
Title: Executive Director

Ownership Chart for Pecan Acres Estates Phase II



# **Tab Q:**

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



# PRHA

## Petersburg Redevelopment & Housing Authority

March 9, 2023

Pecan Acres Estates Phase II, L.P.  
128 S. Sycamore Street  
Petersburg, Virginia 23803

SUBJECT: Annual Contribution Contract Operating Subsidies  
2023 LIHTC Program  
Pecan Acres Estates Phase II

Dear Sir or Madam:

This letter is in reference to your 2023 Low-Income Housing Tax Credit (LIHTC) application for the Pecan Acres Estates Phase II project located in Petersburg, Virginia.

The Petersburg Redevelopment and Housing Authority is committed to providing Pecan Acres Estates Phase II with rental operating subsidies in the form of Project Based Voucher (PBV) subsidies for a period of twenty (20) years. If awarded tax credits, all eighty-four (84) units will receive Project Based Vouchers. The PBV subsidy is contingent on the project receiving a 2023 Reservation award of Low-Income Housing Tax Credits from Virginia Housing.

If you have any questions or need additional information, Please contact LaShawn Forehand, HCVP Supervisor at (804) 733-2200 ext. 151.

Sincerely,

Nathaniel Pride  
Executive Director, PRHA  
nathaniel.pride@petersburgrha.org





# City of Petersburg

Office of the City Manager  
135 North Union Street  
Petersburg, Virginia 23803

(804) 733-2301  
Fax 732-9212  
TDD 733-8003

March 15, 2023

Nathaniel Pride,  
Executive Director  
Petersburg Redevelopment and Housing Authority  
128 South Sycamore Street, Annex Building  
Petersburg, VA 23804

Re: Confirmation of Payments in Lieu of Taxes for Pecan Acres Estates Phase II ("Phase II")

Dear Mr. Pride:

This correspondence confirms the understanding of the City of Petersburg, Virginia (the "City") that the existing public housing units in Phase II are to be converted to Section 8 Project Based Vouchers ("PBVs") as described below (the "Project"), will be exempt from all real and personal property taxes and special assessments levied by the City, and the operation of such Project will be in accordance with the terms and conditions of the cooperation agreement entered into between the City and Petersburg Redevelopment and Housing Authority ("PRHA"), dated March 17, 1978 (the "Cooperation Agreement"), a copy of which is attached hereto, and to the extent permitted by federal and state laws and regulations.

From information and assurances provided by PRHA, it is the City's understanding that the units in the Project have been, or will be, conveyed to one or more special purpose entities to permit the use of Low-Income Housing Tax Credits ("LIHTC") and the conversion of the units to PBV units. All units will be used for "affordable housing purposes" and all contracts with the U.S. Department of Housing and Urban Development ("HUD"), including but not limited to Annual Contributions Contract ("ACC") and Housing Assistance Payment ("HAP") contracts, or agreements with other affordable housing financing sources, will remain in full force and effect. As required by the Cooperation Agreement, PRHA will make certain payments in lieu of taxes ("PILOT") to the City for the Project.

The City appreciates the efforts of PRHA to provide housing assistance to disadvantaged families in Petersburg. We look forward to our continued partnership to improve the quality of housing for all Petersburg citizens.

Sincerely,

A handwritten signature in blue ink, appearing to read "John March Altman".

John March Altman  
City Manager

Attachment: Cooperation Agreement

COOPERATION AGREEMENT

This Agreement, entered into this 17<sup>th</sup> day of March, 1978,  
by and between Petersburg Redevelopment and Housing Authority (Herein called  
the "Local Authority") and the City of Petersburg, Commonwealth of Virginia  
(herein called the "Local Government").

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the  
parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter  
developed or acquired as an entity by the Local Authority with  
financial assistance of the Housing Assistance Administration (herein  
called the "HAA"); excluding, however, any low-rent housing project  
covered by any contract for loans and annual contributions entered  
into between the Local Authority and the HAA, or its predecessor  
agencies, prior to the date of this Agreement.

(b) The term "Taxing Body" shall mean the State or any political  
subdivision or taxing unit thereof in which a Project is situated  
and which would have authority to assess or levy real or personal  
property taxes or to certify such taxes to a taxing body or public  
officer to be levied for its use and benefit with respect to a  
Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges  
to all tenants of a Project for dwelling rents and non-dwelling  
rents (excluding all other income of such Project), less the cost  
to the Local Authority of all dwelling and non-dwelling utilities.

2. The Local Authority shall endeavor (a) to secure a contract or  
contracts with the HAA for loans and annual contributions covering one or more  
Projects comprising approximately 101 units of low-rent housing and (b) to  
develop or acquire and administer such Project or Projects, each of which  
shall be located within the corporate limits of the Local Government. The  
obligations of the parties hereto shall apply to each such Project.

3. (a) Under the constitution and statutes of the Commonwealth of Virginia all Projects are exempt from all real and personal property taxes and special assessment levied or imposed by any Taxing Body. With respect to any Project so long as either (i) such Project is owned by a public body or Governmental Agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the HAA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project, or any monies due to the HAA in connection with such Project remain unpaid, whichever period is the longest, the Local Government agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual payment in lieu of taxes shall be made after the end of the fiscal year established for such Project and shall be in an amount equal to the lowest of the following:

4 (i) ~~Ten percent (10%) of the Shelter Rent actually collected~~ but in no event to exceed ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year.

(ii) The amount permitted to be paid by applicable State Law in effect on the date such payment is made.

(c) No payment for any year shall be made to the Local Government in excess of the amount of the real property taxes which would have been paid to the Local Government for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the HAA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project, remains in force and effect, or (iii) any bonds issued in connection with such Project, or any monies due to the HAA in connection with such Project remain unpaid, whichever period is the longest, the Local Government without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Local Government.

(b) Vacate such streets, roads and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Local Government may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the Local Government cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

(c) Insofar as the Local Government may lawfully do so, (i) grant such deviations from the building code of the Local Government as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Local Government and the Local Authority may find necessary in connection with the development and administration of

such Project.

5. In respect to any Project the Local Government further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Local Government;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Local Government such amount as would be assessed against the Project site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Local Government such amount as would be assessed against the Project site for such work if such site were privately owned).

6. If by reason of the Local Government's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities, then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Local Government in respect to any Project or any other low-rent housing Projects owned or operated by the Local Authority.

7. No Cooperation Agreement heretofore entered into between the Local Government and the Local Authority shall be construed to apply to any Project covered by this Agreement.

8. So long as any contract between the Local Authority and the HAA for loans (including preliminary loans) or annual contributions, or both, in connection with any Project shall remain in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the HAA in connection with such Project remain unpaid, this Agreement shall not be abrogated, changed or modified without the consent of the HAA. The privileges and obligations of the Local Government hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or any other public body or governmental agency, including the HAA, authorized by law to engage in the development or administration of low-rent housing Projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the HAA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency including the HAA.

9. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to any Project during his tenure or for one year thereafter shall have any interest, direct or indirect, in any Project or any property included or planned to be included in any project, or any contracts in connection with such Projects or property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.

10. It is agreed that the final development plan and site location be subject to the prior approval of all the parties hereto.

IN WITNESS WHEREOF, the Local Government and the Local Authority have respectively signed this agreement and caused their seals to be affixed and attested as of the date and year first above written.

( S E A L )

City of Petersburg, Virginia  
(Corporate Name of Municipality)

BY William L. Cook  
(Title) ~~Mayor~~ City Manager

Attest:

Barbara H. Maase  
(Title) Clerk of City  
Council

Petersburg Redevelopment & Housing Authority  
(Corporate Name of Authority)

Attest:

BY E.S. Elliott  
Chairman

William Henderson, Jr.  
Executive Director  
Petersburg Redevelopment & Housing Authority

# **Tab R:**

Documentation of Operating Budget and Utility Allowances



**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$2,500
2. Office Salaries			\$35,280
3. Office Supplies			\$1,989
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$80,000
	<u>7.03%</u> of EGI	<u>\$952.38</u> Per Unit	
6. Manager Salaries			\$40,000
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$5,000
9. Auditing			\$10,080
10. Bookkeeping/Accounting Fees			\$5,376
11. Telephone & Answering Service			\$7,560
12. Tax Credit Monitoring Fee			\$3,780
13. Miscellaneous Administrative			\$0
	<b>Total Administrative</b>		<u>\$191,565</u>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$12,000
16. Water			\$5,000
17. Gas			\$0
18. Sewer			\$8,400
	<b>Total Utility</b>		<u>\$25,400</u>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$8,400
21. Janitor/Cleaning Contract			\$10,920
22. Exterminating			\$8,400
23. Trash Removal			\$7,560
24. Security Payroll/Contract			\$5,040
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$25,200
28. Maintenance/Repairs Payroll			\$30,240
29. Repairs/Material			\$13,440
30. Repairs Contract			\$12,600
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$1,000
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$1,000
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$1,000
37. Miscellaneous			\$0
	<b>Totals Operating &amp; Maintenance</b>		<u>\$124,800</u>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$7,200
39. Payroll Taxes	<u>\$21,672</u>
40. Miscellaneous Taxes/Licenses/Permits	<u>\$0</u>
41. Property & Liability Insurance	<u>\$47,040</u>
42. Fidelity Bond	<u>\$0</u>
43. Workman's Compensation	<u>\$3,000</u>
44. Health Insurance & Employee Benefits	<u>\$42,000</u>
45. Other Insurance	<u>\$0</u>
<b>Total Taxes &amp; Insurance</b>	<u><u>\$120,912</u></u>

**Total Operating Expense** \$462,677

**Total Operating Expenses Per Unit** \$5,508 **C. Total Operating Expenses as % of EGI** 40.66%

**Replacement Reserves** (Total # Units X \$300 or \$250 New Const. Elderly Minimum) \$21,000

<b>Total Expenses</b>	<b>\$483,677</b>
-----------------------	------------------

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

**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	31	36	43	0
Air Conditioning	0	17	21	27	0
Cooking	0	47	54	61	0
Lighting	0	0	0	0	0
Hot Water	0	18	25	39	0
Water	0				0
Sewer	0				0
Trash	0				0
Total utility allowance for costs paid by tenant	<b>\$0</b>	<b>\$113</b>	<b>\$136</b>	<b>\$170</b>	<b>\$0</b>

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

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

**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.

# **Tab S:**

Supportive Housing Certification

N/A

# **Tab T:**

Funding Documentation

**TAB T**  
**PECAN ACRES PHASE II**  
**STATE TAX CREDIT CALCULATION EXPLANATION**

**The State Tax Credit Calculation was determined based on the need to close the financial Gap that exist of \$7,500,000.**

**This calculation is based on an annual credit of \$1,500,000 over 10 years equaling \$15,000,000. It is determined that State Investors are willing to pay approximately .50 for the credits which generates approximately \$7,500,000 in equity.**

**\$1,500,000 (annual credit amount)**

**X 10 years**

**\$15,000,000**

**X**

**.50 (Investor pricing)**

**\$7,500,000 (Total Equity)**



# PRHA

## Petersburg Redevelopment & Housing Authority

March 10, 2023

Pecan Acres Estates Phase II, L.P.  
128 S. Sycamore Street  
Petersburg, VA 23803

### Seller Financing Commitment Letter

Dear Sir:

Petersburg Redevelopment and Housing Authority ("PRHA") has received your request and is pleased to offer you the following commitment (the "Commitment") for a loan (the "Loan"). The terms and conditions of the Commitment are as follows:

1. Borrower: Pecan Acres Estates Phase II, L.P.
2. Purpose: Borrower intends to lease certain property from PRHA located in the City of Petersburg, Virginia. The real property being more particularly described and identified on Exhibit A attached hereto (the "Property"), for the construction and operation of an affordable housing complex (collectively the "Project"). Permanent financing is to be provided through the syndication of Low-Income Housing Tax Credits allocated by the Virginia Housing Development Authority ("VHDA") (the "Tax Credits") and other financing. The Loan shall constitute additional funding to support the acquisition of the Property.
3. Collateral: The Loan shall be secured by a lien on all of the Borrower's interest in the Property. The lien and security provided by Borrower in favor of PRHA shall be subordinate to any instruments in favor of VHDA securing financing and/or compliance with regulatory requirements and shall be subordinated to any instruments securing other debt financing obtained for the purpose of performing substantial completion of the Project.
4. Amount: The principal amount of the Loan shall be Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00).
5. Advances: N/A
6. Interest Rate: The interest rate on the Loan shall be the greater of (i) 2.95% per annum, compounding annually, or (ii) the highest Applicable Federal Rate (which is defined as the long-term annually compounding applicable federal rate published by the Internal Revenue Service).
7. Repayment Terms: The Loan principal shall amortize over a forty (40) year amortization schedule. Payments of principal and interest on the Loan shall be payable to the





# PRHA

## Petersburg Redevelopment & Housing Authority

extent of available cash flow as provided in the Agreement of Limited Partnership, as the same may be amended from time to time. Notwithstanding the foregoing, the entire amount of unpaid principal and accrued interest shall be due and payable on that date which is forty (40) calendar years from the date of the Loan. PRHA agrees that it shall adjust the amortization schedule and/or the term of the Loan upon Borrower's request if an adjustment is required to permit syndication of the Tax Credits or to facilitate the use of other financing.

8. Prepayment: PRHA shall charge no prepayment penalty should Borrower choose at any time to prepay part or all of the remaining balance due on the Loan.

9. Documentation: Borrower shall execute and/or deliver to PRHA the following documents in connection with the Loan:

- a. Promissory Note
- b. Leasehold Deed of Trust/Deed of Trust

10. Tenant Certification: The Borrower shall have all tenant applicants certify, on such form as shall be satisfactory to PRHA, as to their incomes and other matters relating to their eligibility for occupancy of the units.

11. Assignment or Transfer of Commitment: This Commitment shall not be assignable or transferable by the Borrower without the prior written consent of PRHA.

12. Expenses: All expenses associated with the Loan are to be paid by the Borrower. These expenses shall include, but are not limited to, attorneys' fees, surveyor's fees, and all necessary recording fees.

13. Contingencies: This Commitment shall be subject to the following contingencies, all of which must be satisfied prior to closing on the Loan.

a. Borrower shall have obtained an allocation of Tax Credits from VHDA and firm commitments for additional financing, including tax-exempt bond financing, in an amount sufficient, when combined with the amount of the Loan, to complete the acquisition and rehabilitation of the project.

b. Borrower shall have syndicated the Tax Credits and the tax credit investor shall have issued a commitment to participate in the project, it being expected that the tax credit investor will be admitted into Borrower as a limited partner on or about the same date as the date of the Loan closing.



# PRHA

## Petersburg Redevelopment & Housing Authority

14. Term of Commitment: If accepted prior to the Expiration Date, this Commitment shall remain valid and binding for a period of twenty-four (24) months from March \_\_, 2023, subject to any extensions which PRHA may grant in its sole discretion. If closing has not occurred on the Loan by said date, this Commitment shall be deemed terminated and of no further force and effect.

15. Waiver: \_\_\_\_\_ PRHA reserves the right to waive any term or condition hereof in its sole discretion.

16. Third Parties: It is understood and agreed that the provisions of this Commitment are not intended, and shall not be construed, to benefit or protect any person or entity other than the parties hereto and their permitted successors and assigns.

Sincerely,

**Petersburg Redevelopment and Housing Authority**

By: Nathaniel T. Pride

Nathaniel T. Pride

Title: Executive Director

Date: March 10, 2023

**PECAN ACRES ESTATES II, L.P.**

a Virginia limited partnership

By: Pecan Acres Estates Phase II, G.P., LLC,  
a Virginia limited liability company  
its General Partner

By: Petersburg Redevelopment and Housing Authority  
a political subdivision of the Commonwealth of Virginia  
member

By: Nathaniel T. Pride

Nathaniel T. Pride

Title: Executive Director

Date: March 10, 2023



# PRHA

## Petersburg Redevelopment & Housing Authority

### EXHIBIT A PROPERTY DESCRIPTION

**ALL THOSE** certain three lots or parcels of land, together with the improvements thereon and appurtenances thereunto pertaining, situated in the City of Petersburg, Virginia, more particularly described as **Parcel A containing 7.239 acres, Parcel B containing 3.553 acres and Lot 3, containing 1.668 acres** as shown on the plat entitled "Resubdivision of Pecan Acres Petersburg, Virginia", dated May 16, 2018, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Map Book 7, at Page 46.

Together with all right, title and interest of the Petersburg Redevelopment and Housing Authority in and to any alleys or streets abutting the aforescribed property.

# Merchants Bank of Indiana and Merchants Capital Investment

---

We are pleased to present our interest to finance debt and equity for Pecan Acres Estates Apartments.

DEBT: Merchants Bank of Indiana

EQUITY: Merchants Capital Investment

---

*Request for Proposal:*

*Construction Lender and Tax Credit Investor Proposal of Pecan Acres Estates Apartments*



410 Monon Blvd.  
Carmel, IN 46032  
Phone: 317-324-4660  
merchantsbankofindiana.com

March 8<sup>th</sup>, 2023

Pecan Acres Estates Phase II, L.P.  
c/o Nathaniel Pride  
Executive Director  
128 S. Sycamore Street  
Petersburg, VA 23803

Re: Pecan Acres Estates Phase II  
Financing Proposal Letter of Intent

Dear Mr. Pride:

Merchants Bank of Indiana recognizes that Pecan Acres Estates Phase II is a Low-Income Housing Tax Credit development located in Petersburg, VA. We expressly acknowledge that the development will be subject to specific income limits and the 40-60 set aside. We have reviewed the underwriting criteria set forth in the Qualified Allocation Plan (QAP) and other special use restrictions that allow additional points under the 2022-2023 QAP, which were considered in our underwriting analysis.

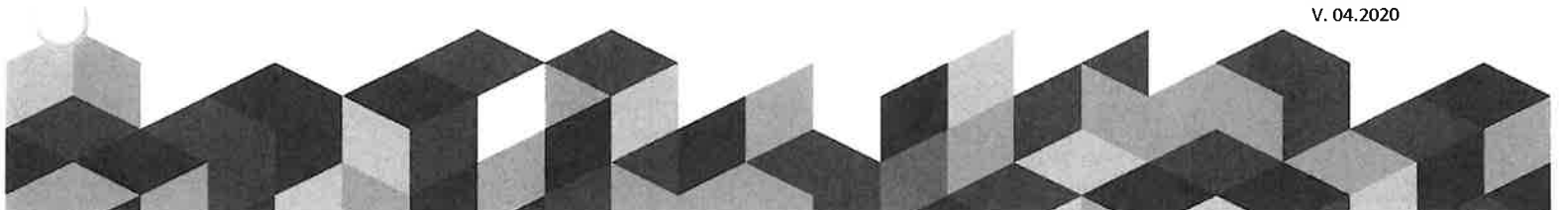
Pecan Acres Estates Phase II consists of Eighty-Four (84) units, providing affordable rental housing to families, subject to various special use restrictions:

- Four (4) units will be set aside for those earning at or below forty percent (40%) of the Petersburg City County area median income.
- Eighty (80) units will be set aside for those earning at or below fifty percent (50%) of the Petersburg City County area median income.

Merchants Bank of Indiana will provide construction and equity bridge financing for Pecan Acres Estates Phase II under the following terms and conditions:

<b>BORROWER:</b>	TBD
<b>LOAN AMOUNT:</b>	Up to \$21,000,000
<b>INTEREST RATE:</b>	Floating 300 basis points over SOFR, with an interest rate floor of 3.50%
<b>TERM:</b>	2.50 Years, until permanent conversion
<b>AMORTIZATION:</b>	Interest Only
<b>FINANCING FEE:</b>	1.00%
<b>COLLATERAL:</b>	Assignment of LIHTC equity installments Assignment of General Partnership Interest in the Borrower Assignment of Construction Contracts Assignment of Management Contract Any additional collateral as determined by MBI

Letter of Intent  
V. 04.2020





**EXIT:**

- Repayment from LIHTC Equity
- Repayment from Virginia Housing
- Repayment from Virginia Housing REACH
- Repayment from DHCD State Housing Trust Funds
- Repayment from DHCD National Housing Trust Funds

This proposal is subject to the borrower's ability to obtain and syndicate IRS Section 42 Low-Income Housing Tax Credits for the development, in an amount and under terms satisfactory to Merchants Bank of Indiana and the following conditions:

1. Final review and approval of the financial forecasts;
2. Final review and approval of plans and specifications;
3. Review and approval of appraisal and environmental reports;
4. Completion of constructions and satisfactory inspection by an authorized architect as approved by Merchants Bank of Indiana;
5. Verification of funding of equity and any other funding sources;
6. Full due diligence and approval by Merchants Bank of Indiana.

Please understand this is a letter of intent to provide financing and is not a commitment. Thank you for the opportunity to participate in this development.

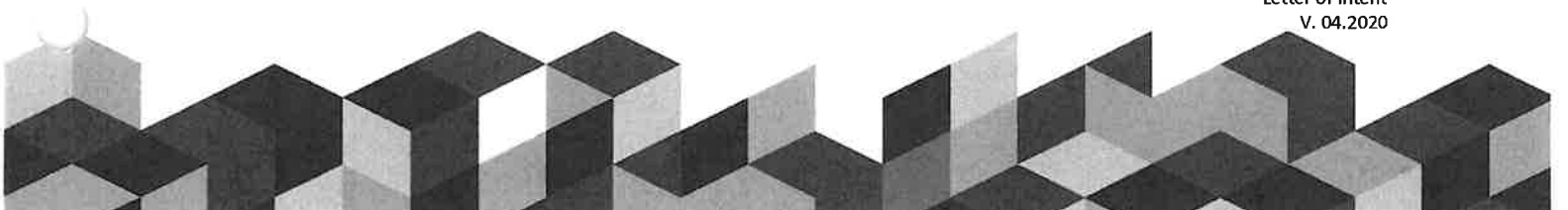
Sincerely,

William Jones, Senior Vice President

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Petersburg Redevelopment and Housing Authority (PRHA)

\_\_\_\_\_  
Nathaniel Pride, Executive Director





# MERCHANTS CAPITAL

March 7, 2023

VIA E-MAIL/PDF

Petersburg Redevelopment and Housing Authority  
128 S Sycamore St.  
Petersburg, VA 23803

RE: Pecan Acres Estates II, Petersburg, VA (the “Project”)

Ladies and Gentlemen:

Merchants Capital Investments, LLC (“Merchants”), a subsidiary of Merchants Bank of Indiana, an Indiana chartered bank, is pleased to make the following application proposal for equity financing related (the “Proposed Equity Investment”) to the Project generating federal low-income housing tax credits (“LIHTCs” or “Tax Credits”), as further described below. The parties will use this proposal to negotiate an amended and restated equity agreement (“Equity Agreement”). The terms outlined and summarized in this letter are contingent upon and subject to Merchants’ Investment Committee approval and satisfaction of all other terms and conditions contained in this letter, including the Standard Terms and Conditions set forth on Exhibit A. Additionally, the terms of this letter are based upon the assumptions and information set forth in the financial projections attached hereto as Exhibit B (the “Projections”). The Projections are preliminary, based on information provided by the Sponsor (as defined in Section D below) to Merchants, and are subject to change throughout the underwriting process and prior to execution of the Equity Agreement. This nonbinding proposal is for application purposes only and is subject to change upon the proposed project’s credit allocation and further underwriting.

**A. PROJECT TYPE:** The Project is an acquisition and rehabilitation project with 9% Tax Credits. The Project will consist of 84 rental units in 5 buildings, of which 84 units will qualify for Tax Credits and will comply with the 40/60 set aside. The Project will be a multifamily project located at 432 Pecan St, Petersburg, VA 23803.

**B. UNITS AND SET ASIDES:**

Number of Units	Area Median Income	Bedrooms
4	40%	1BR
80	50%	1BR-3BR
<b>Total Units: 84</b>		



**C. TAX CREDIT AMOUNT AND DELIVERY:<sup>1</sup>**

<u>2023 LIHTCs Available to Project:</u>	\$14,523,820
<u>LIHTCs Available to Investor (99.99%):</u>	\$14,522,368
<u>Credit Price:</u>	\$0.87
<u>Total LIHTC Equity:</u>	\$12,634,460

**D. MATERIAL PARTICIPANTS:**

- a. **Project Owner:** To be determined.
- b. **General Partner:** Pecan Acres Estates Phase II G.P, LLC (0.01%). If the Project Owner is a limited liability company, references herein to “General Partner” shall include any managing member of such limited liability company.
- c. **Investor:** An affiliate of Merchants (99.99%)
- d. **Sponsor/Developer:** Petersburg Redevelopment and Housing Authority (PRHA)
- e. **Guarantor(s):** To be determined. The Guarantor(s) must maintain an aggregate net worth equal to the greater of \$5,000,000 and 25% of project costs (of which the greater of \$1,000,000 and 5% of project costs must be liquid).
- f. **Property Manager:** PRHA. The Property Manager is an affiliate of the Sponsor/Developer and/or Guarantor.
- g. **General Contractor:** To be determined, which will be required to provide financials and payment and performance bonds or a letter of credit in amounts and form acceptable to Investor.

The General Partner, Sponsor/Developer, Guarantors, Property Manager are sometimes referred to together herein as the “**Sponsor Parties**”.

**E. KEY DATES:**

- a. **Closing Date:** 2/1/2024
- b. **Completion Date:** 8/1/2025
- c. **100% Qualified Occupancy:** 2/1/2026
- d. **Stabilization Date:** 5/1/2026
- e. **8609 Delivery Date:** 8/1/2026

- F. CAPITAL CONTRIBUTIONS:** Investor proposes to make Capital Contributions to Project Owner on the following anticipated schedule, upon the achievement of prescribed benchmarks and satisfactory evidence or approval of various conditions, to be more fully described in the Equity Agreement.

---

<sup>1</sup> If credits other than federal LIHTC are available to the Project/Project Owner and intended to be allocated to any partner, see Inserts for additional information. If credits other than federal LIHTC are available to the Project/Project Owner and are certificated (i.e. sold outside the Project Owner and the proceeds of the sale loaned into the Project Owner), include a description of the loan and its source in Section G.





<b>Installment:</b>	<b>Est. Amount:</b>	<b>Percentage:</b>	<b>Key Benchmark:</b>
Closing	\$3,374,663	25%	Closing of all financing and completion of all initial due diligence.
Completion	\$10,123,988	75%	100% lien-free Construction Completion, but not earlier than 7/1/2025

**G. PROJECT FINANCING:** This letter of intent assumes financing sources as follows:

Construction Financing Lender	TOTAL AMOUNT	Interest Rate	Funding Date
MBI Construction	\$ 21,000,000	6.000%	2/1/2024
<b>TOTAL</b>	<b>\$ 21,000,000</b>		

Permanent Financing - Hard Debt	TOTAL AMOUNT	Interest Rate	Funding Date
Virginia Housing	\$ 2,500,000	6.000%	5/1/2026
VH Reach	\$ 9,000,000	1.500%	5/1/2026
DHCD SHTF	\$ 700,000	0.500%	5/1/2026
<b>TOTAL</b>	<b>\$ 12,200,000</b>		

Permanent Financing - Soft Debt	TOTAL AMOUNT	Interest Rate	Funding Date
Deferred Developer Fee	\$ 424,845	5.000%	8/1/2025
PRHA Seller Financing	\$ 2,500,000	2.950%	5/1/2026
<b>TOTAL</b>	<b>\$ 2,925,845</b>		

Grants and Other Sources	TOTAL AMOUNT	Funding Date	Partnership Picks up Income
PRHA CF Funds/VH Grant	\$ 1,850,000	2/1/2024	No
DHCD NHTF	\$ 700,000	5/1/2026	No
<b>TOTAL</b>	<b>\$ 2,550,000</b>		

We assume all financing sources will be treated as nonrecourse loans from parties unrelated to the Project Owner, unless otherwise identified above. Changes to those assumptions between execution of this letter of intent and closing may impact the terms of the Proposed Equity Investment.

**H. RESERVES:** All reserves set forth below shall be established in the name of Project Owner held at Merchants Bank of Indiana, unless required by Lender, and shall be subject to any requirements of the Loan Documents. Additional reserve requirements and restrictions are subject to Merchants' underwriting.

<b>Reserve Type:</b>	<b>Amount:</b>	<b>Timing of Funding:</b>	<b>Release Provisions:</b>



# MERCHANTS CAPITAL

Operating Reserve	\$517,515 (equal to 6 months of operating expenses, replacement reserve deposits, and mandatory debt service payments)	Final Installment	Subject to prior consent by Investor.
Replacement Reserve	Greater of (a) \$300/per unit per year, increasing annually by 3%, (b) the amount recommended by Investor's third-party consultant and subject to regular reviews, and (c) the amount required by any Lender.	Stabilization, unless otherwise required by lender	Subject to prior consent of Investor if not otherwise provided for in approved operating budget.
Lease-up Reserve	\$54,000	Stabilization	Subject to prior consent by Investor.

## I. SPONSOR PARTY FEES:

- a. **Developer Fee:** The Developer Fee will be paid to Developer per the following schedule, subject to the applicable credit agency requirements. A portion of the Developer Fee shall be deferred (“**DDF**”) as set forth below. The General Partner and Guarantor(s) will guarantee payment of any Deferred Development Fee (“**DDF**”) by Year 13.

**Total Development Fee: \$2,000,000**

### 1. Cash Development Fee:

Installment:	Percentage of Total Cash Developer Fee:	Amount:
Initial	15%	\$236,299
50% Completion	10%	\$157,532
Completion	25%	\$393,830
Stabilization	40%	\$630,128

8609s	10%	\$157,532
<b>Total Cash Fee:</b>	100%	\$1,575,321

2. **DDF (payable from Net Cash Flow at 5.0% interest): \$424,845.** The DDF will be unconditionally due and payable by Year 13 (the “**DDF Maturity Date**”) and General Partner and Guarantor(s) will guarantee payment of unpaid DDF on the DDF Maturity Date.

**b. Other Fees:**

<b>Fee Type:</b>	<b>Amount; Start Date:</b>	<b>Method of Payment:</b>
General Partner Management Fee	\$7,500, cumulative and accruing; beginning at Stabilization	Cash Flow
Merchants Asset Management Fee	\$7,500, cumulative and accruing; beginning upon Admission	Admission (First Year), Cash Flow thereafter
Incentive Management Fee	90% of Cash Flow after payment of all other Cash Flow items, but not to exceed 12% of effective gross income (when combined with all other fees paid to the Sponsor or affiliates, other than the Development Fee)	Cash Flow
Disposition Fee	\$100,000, payable 50% to MCI and 50% to the General Partner	Sale and Refinancing Proceeds
Tenant File Review	\$35/unit	Admission
Construction Inspection	\$750 per inspection, if required by investor	Admission

**J. DISTRIBUTION WATERFALLS:**

- a. **Annual Net Cash Flow Post-Stabilization** (order and priority of payment/distribution):
- i. Amounts owed to the Investor (including, without limitation, any Investor loans and tax credit shortfall payments payable from Cash Flow).
  - ii. Merchants Asset Management Fee (\$7,500, increasing by 3% per annum; cumulative and accruing).
  - iii. Replenish Operating Reserve to its original balance.
  - iv. Unpaid DDF, including any interest thereon.
  - v. Deferred property management fee, if Property Manager is related to the General



**Partner.**

- vi. Subordinate loans, subject to the terms of the loan documents.
  - vii. General Partner loans.
  - viii. General Partner Management Fee.
  - ix. 90% to the General Partner (first as an Incentive Management Fee, then as a distribution) and 10% to the Investor.
- b. **Sales and Refinancing Proceeds** (order and priority of payment/distribution, except upon liquidation, which will include distributions to eliminate positive capital account balances, and following payment of all debts owed to non-partners of the Project Owner and establishment of any reasonably required reserves for contingent liabilities):
- i. Amounts owed to the Investor (including, without limitation, any Investor loans and tax credit shortfall payments payable from Cash Flow).
  - ii. Merchants Asset Management Fee.
  - iii. Disposition Fee.
  - iv. Unpaid DDF, including any interest thereon.
  - v. General Partner loans.
  - vi. General Partner Management Fee.
  - vii. 90% to the General Partner and 10% to the Investor.

**K. GUARANTEED OBLIGATIONS:** Guarantor(s) shall absolutely, unconditionally, and jointly and severally, guarantee the obligations of the General Partner and the Developer to the Project Owner and the Investor, including, but not limited to, tax credit adjusters; repayment of DDF (and all interest thereon, if any); tax credit recapture, interest and penalties; breach of representations, warranties, indemnifications and covenants; and the specific obligations described below.

- a. **Completion and Stabilization Guaranty:** Provide all funds required of the Project Owner to complete construction of the Project no later than the Completion Date and achieve Stabilization, including, without limitation, cash equity, unanticipated or additional development or construction costs, on and off-site escrows, taxes, insurance premiums, interest, funding of operating deficits, reserves, escrows, legal expenses and accounting expenses through the funding of the Stabilization Installment.
- b. **Operating Deficit Guaranty:** Provide an Operating Deficit Guaranty (“ODG”) which shall be in place for five years from Stabilization (the “ODG Period”) and shall be in an amount equal to no less than 6 months of underwritten operating expenses, replacement reserve deposits, and mandatory debt service payments (“OERDS”) (which, together with the amount contained in the Operating Reserve, shall equal 12 months of underwritten OERDS), which amount is currently estimated to be \$517,515 of operating expenses, replacement reserve deposits, and mandatory debt service payments. The ODG may not be released until each of the following conditions has been met: (1) the Project has operated at a 1.15 DSCR for each of 12 consecutive months based on audited financial statements, (2) the Project is projected to operate at a 1.15 DSCR through the end of the Compliance Period, (3) the operating reserve is restored to its original amount, and (4) for a property receiving project-based rental assistance, all subsidy contracts are in place and in good standing with a term extending at least beyond the Compliance Period. Advances under



# MERCHANTS CAPITAL

the ODG shall be made in the form of a non-interest-bearing loan (“**Operating Deficit Loans**”) and shall be repayable solely from Cash Flow and Sales and Refinancing Proceeds. During the ODG Period, funds may be used to cure Project operating deficits as follows:

- i. First, if the Property Manager is an affiliate of the Sponsor, the Property Manager shall defer its property management fees;
  - ii. Second, from funds held in the Operating Reserve; and
  - iii. Third, from Operating Deficit Loans.
- c. **Repurchase Obligation:** Repurchase of Investor’s interest for a price equal to the amount of Capital Contributions plus interest at 12% if, prior to the payment of the Final Installment, certain development, operational, or tax credit-related events occur or fail to occur. The repurchase events shall be described in detail in the Equity Agreement.
- d. **Recapture and Adjusters:** Indemnify Investor for any tax credit amount adjusted, not available or recaptured, plus penalties, interest and additional taxes imposed by the IRS or any governmental agency. Tax Credit basis and timing adjusters shall be assessed using the adjustment factors set forth in Section C. Tax Credit recapture shall be assessed on a dollar-for-dollar basis. Any amounts not paid when due shall bear interest at 12%.
- e. **Other Indemnifications:** Standard indemnities for liability, loss, damage, fees, costs and expenses incurred by reason of any demands, claims, suits, actions or proceedings or environmental conditions or liabilities related to the Project.

**L. EXIT OPTIONS:** Certain exit options will be available provided that the Sponsor Parties have satisfied their obligations to Investor and are not in default in any way under the project documents or the Equity Agreement. “Fair Market Value” shall be determined by an appraisal process to be described in the Equity Agreement.

<b>Option Type:</b>	<b>Holder:</b>	<b>Period of Exercise:</b>	<b>Price:</b>
Buyout of Investor’s Interest	Sponsor	1 year after Compliance Period ends and, subject to the consent of the Investor in its sole discretion, 1 year after Credit Period ends, provided (i) a sufficient recapture guaranty and/or bond is provided, (ii) the Accountants certify the exercise of the option will not result in Tax Credit recapture, (iii) Sponsor agrees to continue to provide reports to Investor, (iv) Sponsor agrees not to transfer the interest again during the	Greater of (i) Fair Market Value of the interest and (ii) the sum of (x) exit taxes and (y) any other amounts owed to Investor and Merchants (including, but not limited to, any accrued and unpaid Asset Management Fee, plus Asset Management Fees projected to be paid through the Compliance Period).



# MERCHANTS CAPITAL

		Compliance Period, and (v) Sponsor agrees to pay Investor's out-of-pocket costs associated with the transfer.	
Buyout of Project	Sponsor	1 year after Compliance Period ends	Greater of (i) Fair Market Value of the Project and (ii) a sum of (x) exit taxes, (y) any amounts owed to Investor and Merchants (including, but not limited to, any accrued and unpaid Asset Management Fee, plus Asset Management Fees projected to be paid through the Compliance Period), and (z) the amount necessary to pay any outstanding debt on the Project.
Put of Investor's Interest	Investor	Following expiration of Compliance Period	\$1,000 plus any amounts owed to Investor and Merchants (including, but not limited to, any accrued and unpaid Asset Management Fee, plus Asset Management Fees projected to be paid through the Compliance Period).
Sale of the Project	Investor	Following the later of (i) expiration of the Compliance Period and (ii) expiration of the Buyout Options	Investor shall have the right to require the General Partner to obtain a buyer for the Project on the most favorable terms then available. <sup>2</sup>

<sup>2</sup> This is a forced sale provision corresponding to §8.4 of the new form LPA. JPM has indicated that they want us to initially require forced sale of the project, requiring Sponsors to negotiate it out.



# MERCHANTS CAPITAL

If the terms and conditions outlined herein are agreeable, please countersign this letter where indicated below. We look forward to working with you. This offer is valid for 15 days from the date of this letter.

Very truly yours,

Joshua T. Reed  
Executive Vice President  
Merchants Capital Investments, LLC



ACCEPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**PROJECT OWNER SIGNATURE BLOCK**

By: \_\_\_\_\_  
Name:  
Title:

**GUARANTOR SIGNATURE BLOCK**

By: \_\_\_\_\_  
Name:  
Title:



## EXHIBIT A

### ADDITIONAL STANDARD TERMS AND CONDITIONS

1. \$65,000.00 of the Initial Installment will be used to pay for Merchants due diligence and closing costs, including syndication legal, market study, site visits, and accounting reviews (the “Closing Fee”) and such Closing Fee shall be payable by the Sponsor Parties to Investor whether or not the proposed investment is closed.
2. \$2,520 of the Initial Installment will be used to pay for Merchants construction inspection and first year tenant file review (the “First Year Fee”), and such First Year Fee shall be payable by the Sponsor Parties to Investor.
3. All installments of Capital Contributions shall be subject to the terms and conditions of the Equity Agreement and include, but are not limited to, updated title reports, searches and/or endorsements (if available in the state), certification by the General Partner that all representations, warranties, and covenants are correct and no events of default, or other events which, with the passage time could result in an event of default, have occurred, and Investor’s approval of all due diligence and prior Installment deliverables.
4. Investor’s Capital Contribution will be subject to reduction and adjustment, including for shortfalls in tax credit delivery and eligible basis at the basis and timing adjuster amounts set forth in Section C of this letter of intent. In the event the actual tax credits exceed the projected tax credits, Investor shall be under no obligation to increase its Capital Contribution with respect to such excess tax credits in an amount greater than 105% of the projected Investor Capital Contributions, but may elect to do so, in its sole discretion.
5. All the obligations set forth in this letter of intent and the Equity Agreement will be guaranteed and paid on an after-tax basis (if any guaranteed payments result in tax liability to Investor) by persons and/or entities acceptable to Investor and each Guarantor is subject to underwriting approval.
6. Investor will have the right to assign any portion of its interest in Project Owner to any other investment entity, including a to-be-formed single-investor or multi-investor tax credit equity fund controlled by an affiliate of Merchants.
7. Investor will have numerous rights with respect to Project Owner to be set forth in the Equity Agreement. These rights shall include the right to approve Project transactions and change orders, consent to transfers and assignments of interests in the Project Owner and General Partner, and remove Developer or General Partner for certain bad acts or omissions described in the Equity Agreement.
8. General Partner will have various reporting requirements to Investor including financial reports for Project Owner on a quarterly basis, except for rent rolls, which shall be furnished monthly during lease-up. General Partner shall also cause, at the Project Owner’s expense, an audit of 100% of initial leases to be conducted and delivered to Investor in connection with the 8609 Capital Contribution, which audit shall be conducted by an auditor approved by the Investor. General Partner will deliver updated financial statements, draft year-end audited financial statements for the Project Owner, and draft tax returns for Project Owner by January 30 for the prior year. Final year-end audited financial statements and final tax returns for the Project Owner will be due on March 15 for the prior year. Guarantor financial statements shall be provided by March 31 for the prior year.
9. Project Owner shall obtain: (i) builder’s risk insurance; (ii) all-risk casualty insurance in an amount not less than the full replacement cost of the Project; and (iii) liability insurance of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate (including umbrella policy) in accordance with the terms and conditions of the Equity Agreement. Investor and its affiliates

shall be named as additional insureds (or loss payee, in the case of casualty insurance) on each policy.

10. Merchants' proposal is based upon the assumption that the General Partner is a taxable entity. If the General Partner is a nonprofit, General Partner agrees to make an election to be taxable under Section 168 of the Code in the Project Owner's first tax return filed after the admission of Investor.
11. Merchants' proposal assumes the Project Owner will use the Modified Accelerated Recovery System for its assets: 30 years, 15 years, and 5 years. The investment also assumes all buildings will be placed in service in the First Year. The General Partner will provide a cost segregation study to support the depreciation allocations within the Projections, and the Investor's Capital Contributions are subject to adjustments for bonus depreciation allocations as set forth in Section C to this letter of intent.
12. The Sponsor shall cause the Project Owner to use all reasonable efforts to use Sherwin-Williams products throughout the course of the construction, rehabilitation and ongoing maintenance of the Project, including, but not limited to, paints, stains, caulks and sealants.
13. Radon testing shall be required for all new construction properties located in a radon zone 1 or 2 upon completion and for all rehabilitation properties (regardless of zone) prior to lower tier closing, or if recommended by the third-party construction consultant. Radon testing shall be conducted by a certified specialist in accordance with mandated state and local guidelines. If the jurisdiction in which the property is located does not have radon testing guidelines, the testing will be conducted in accordance with procedures acceptable to the Investment Committee.
  - a. New construction property: if the property is located in a radon zone 1 or 2, either (i) a passive mitigation system shall be installed during construction with post-completion testing required as a condition of the completion equity installment to determine whether the system shall be activated; or (ii) an active mitigation system shall be installed during construction with post-completion testing required as a condition of the completion equity installment. If a property is located in a radon zone 3, a mitigation system generally shall not be required unless required by another involved party (i.e., lender or HUD).
  - b. Rehabilitation property: if pre-rehabilitation radon testing results in radon levels above the EPA actionable level, a radon mitigation system shall be installed during the rehabilitation.
14. Following the execution of this letter, Merchants will verify factual representations made by Sponsor Parties, conduct a site visit, and further evaluate the following:
  - a. Development Budget.
  - b. Operating Budget.
  - c. Construction and lease-up timing assumptions.
  - d. Experience and Capacity of Sponsor Parties, General Contractor, and Property Manager.
  - e. Financial Capacity of Sponsor Parties, General Contractor, Property Manager, and any other service providers.
  - f. Background checks and public records searches of the Sponsor Parties, General Contractor, and Property Manager. The Investor may also conduct public records searches of any officer of the aforementioned companies in its sole discretion (provided that such searches shall be limited to publicly available information).
  - g. Overall strength of the real estate.
  - h. Other relevant factors as described in the Due Diligence Checklist.
  - i. Terms and conditions of all Loans and Project Documents.
  - j. If Merchants, in its due diligence process, finds any factor, including but not limited to the factors listed above, is unacceptable then the due diligence period shall end, and the terms of this letter of intent, other than the Sponsor Parties' obligation to pay the Closing Fee,

shall become invalid.

- k. The Projections, which will be subject to final approval by Investor and its counsel as a condition to closing.
15. Upon return of this letter of intent signed by the Sponsor/Developer, the parties will enter into negotiations with regard to the Equity Agreement and any other documentation required by Investors and will jointly proceed to obtain (i) the approval of the investment by Merchants' Investment Committee, and (ii) the approval of the applicable credit agency or any other financing partners, as may be required.
16. Sponsor Parties understand that Merchants has spent substantial time on the proposed investment in the Project for which it expects no consideration other than the completion of the proposed investment as described herein. Sponsor Parties agree that they will not solicit or entertain any offers by other parties to acquire an equity interest in Project Owner unless and until Merchants has notified Sponsor Parties in writing that Investor is not prepared to proceed with this transaction.
17. This letter of intent contains confidential information, and the Sponsor Parties agree not to disclose either orally or in writing its contents to any third parties other than Project participants, potential lenders, accountant(s) and/or attorney(s), without the express prior written consent of Merchants and further agree to advise their representatives that such representatives shall not disclose either orally or in writing the contents of this intent.
18. This letter of intent sets forth the entire agreement among Merchants and the Sponsor Parties and supersedes all previous statements, agreements, and representations written or made by Merchants. Further, this letter of intent will be superseded by the terms and conditions of the Equity Agreement to be entered into between the parties, which will control when approved and executed. This letter of intent may be canceled at the sole discretion of Merchants in the event the investment in the Project is not approved by the Investment Committee of Merchants. Additionally, in the event the transaction described herein does not close within six (6) months of the date hereof, the terms of this letter are subject to change, including, without limitation, the credit price set forth in Section C and the "Closing Fee" described in Exhibit A, 1.

## EXHIBIT B

### CALCULATION OF DSCR

“**Cash Available for Debt Service**” means, for any period, the excess of (a) all cash receipts actually received by the Project Owner on a cash basis from normal operations during a such period (but not including public subsidy payments in excess of Section 42 rents and adjusted for the Underwritten Vacancy Rate if such rate is greater than the actual vacancy rate) plus any amounts held in a debt service reserve (if applicable), but excluding the proceeds of Capital Contributions, the proceeds of the sale or other disposition of assets of the Project Owner, liquidation proceeds, loan or refinancing proceeds, casualty proceeds, condemnation or eminent domain proceeds, or other insurance proceeds, and provided that pre-paid rent shall be considered as a cash receipt for the month in which such rent was due and not the month in which such rent was received, over (b) the greater of (i) all cash requirements of the Project Owner properly allocable to such period on an accrual basis (including Replacement Reserve deposits) and, on an annualized basis, all projected expenditures, including those of a seasonal nature, which might reasonably be expected to be incurred on an unequal basis during a full annual period of operation, but specifically excluding all required debt service payments with respect to any Loan and any payments or distributions provided for in Section J, and (ii) the Investor’s underwritten expenses, as shown on the Projections and increased annually by 3% from and after the date hereof.

“**DSCR**” means, for any period, the result of dividing (1) Cash Available for Debt Service for the specified period by (2) all required debt service and other payments required to be made on all Loan(s) to the Project Owner during such period (regardless of any forbearance thereof), but not including any Loans made to the Project Owner which are payable solely from cash flow. For purposes of the foregoing the amount of required debt service payments for a period shall be computed on the assumptions set forth in the Investor’s projections (or, if different, the amount, rate and amortization period in effect for the Project Owner’s actual permanent financing that has closed and funded as approved by the Investor). The determination of the DSCR (and the components thereof) shall be performed and certified by the Accountants and shall be evidenced by a letter or certificate from such Accountants in form and substance reasonably satisfactory to the Investor.

“**Underwritten Vacancy Rate**” shall be determined in the sole discretion of the Investor and shall be set forth in the Equity Agreement.



# PRHA

## Petersburg Redevelopment & Housing Authority

March 9, 2023

JD Bondurant  
Low Income Housing Tax Credit Program  
Virginia Housing Development Authority  
601 Belvidere Street  
Richmond, VA 23220

RE: Pecan Acres Estates Phase II, L.P.  
Capital Fund Commitment Letter

Dear Mr. Bondurant,

Petersburg Redevelopment and Housing Authority (PRHA) will make a loan to Pecan Acres Estates Phase II, L.P. in the amount of **\$1,000,000** with a term of 40 years @ 0%. The purpose of the loan is to help fund the cost of eighty-four (84) new construction units in Phase II of Pecan Acres Estates. Repayment of the loan will only occur if cash flow is available. The funding will be made available from Capital Funds allocated to the Authority by HUD (funds have been allocated and are in place). The loan is contingent on Pecan Acres Estates Phase II, L.P. receiving a 2023 tax credit reservation.

If you have any questions regarding this commitment, please feel free to contact me at (804) 733-2200.

Sincerely,

Nathaniel Pride  
Executive Director, PRHA  
nathaniel.pride@petersburgrha.org

Effective 7/1/16

FY22 Public Housing Revitalization Grant:  
Capital Improvement

VIRGINIA HOUSING  
601 SOUTH BELVIDERE STREET  
RICHMOND, VIRGINIA 23220

GRANT AWARD NOTIFICATION (GAN)			
Recipient Information		VHDA Information	
1. Contact Information:	Petersburg Redevelopment and Housing Authority 128 South Sycamore Street Petersburg Virginia 23803 Latysha.Carpenter@petersburggha.org	11. Grant Authority: Virginia Housing	
		12. FAIN: N/A	
		13. Federal/VHDA Award Date: 7/1/2022	
		14. Total Federal Award: N/A	
2. Universal Identifier (DUNS):		15. Fund Source: Virginia Housing	
3. VHDA Contact:	Carolyn Coleman carolyn.coleman@virginiahousing.com	16. Indirect Cost Rate: NA	
4. Grant Title:	FY22 Public Housing Revitalization Grant: Capital Improvement	17. Special Terms and Conditions: <i>This award is further subject to the attached Grant Agreement, Program Handbook and Funding Opportunity.</i>  18. Program Specific Instructions:  <b>Within one year of the award, July 1, 2023, please submit verification that your agency has begun the strategic planning process or has applied for a Virginia Housing Tier 1 Capacity Building Grant.</b>	
5. Funding Opportunity:	FY22 Public Housing Revitalization Grant: Capital Improvement		
6. Grant Agreement			
7. Grant Award Type:	New		
8. Grant Award Amount:\$	\$ 989,647.00		Original/Previous Award
			Current Award
	\$ 989,647.00		<b>Total Award</b>
9. Period of Grant Award:	7/1/2022 - 6/30/2026		
10. Eligible Activity:	FY22 Public Housing Revitalization Grant: Capital Improvement		
19. Authorized by: <b>Monique S. Johnson, Ph.D., Managing Director of Community Outreach</b>			
<i>Monique S. Johnson</i>			
Date: Jul 5, 2022			



**VIRGINIA HOUSING DEVELOPMENT AUTHORITY  
PUBLIC HOUSING REVITALIZATION GRANT: CAPITAL IMPROVEMENT  
GRANTEE AGREEMENT**

This Grantee Agreement is entered into as of the 1st day of July, 2022, by and between the Virginia Housing Development Authority ("Virginia Housing") or ("Grantor") and **Petersburg Redevelopment and Housing Authority** ("Grantee").

**ARTICLE I – GENERAL**

Grantee is the recipient of a Public Housing Revitalization Grant: Capital Improvement Grant (PHRGCI) in the amount of \$ 989,647.00. This Grantee Agreement sets forth the terms and conditions under which Virginia Housing will provide grant funds to the Grantee. Grantee agrees to carry out its eligible activities under this Grantee Agreement. Virginia Housing shall be the first and primary point of contact on all matters of a technical nature. Grantee shall submit all reports and other materials following instructions provided by Virginia Housing. Virginia Housing may issue written or oral instructions to the Grantee within the Scope of Work set forth in this Grantee Agreement to supplement the Statement of Work described in this Grantee Agreement.

This Grantee Agreement is governed and controlled by Virginia Housing's PHRGCI Housing Development Program Handbook, which was provided in the Notice of Funding Opportunity (NOFO).

**ARTICLE II – PERIOD OF PERFORMANCE**

The period of performance shall begin on 7/1/2022 and expire at midnight on 6/30/2026.

**ARTICLE III – STATEMENT OF WORK**

**A. Grant Activities:**

1. **Scope of Services.** The services proposed by the Grantee in its NOFO Application approved by Virginia Housing and stored within the system of record represents the scope of services under this Grant. Grantee shall only use Grant Funds for the eligible activities described below in items a through d of this Section III.A.1., and Virginia Housing will not fund any activities of the Grantee which are not an eligible activity as set forth in 2.3 of the PHRGCI Housing Development Program Handbook.
  - a. Gap financing for ongoing projects that renovate, replace, redevelop or otherwise transform public housing units through a HUD-approved process that results in the units leaving the traditional public housing program, including Rental Assistance Demonstration (RAD), Section 18 Demolition/Disposition, Mixed Finance, Choice Neighborhoods Initiative, etc.; or enhancing such ongoing projects through supplemental capital improvements.

- b. Planning, financing, and implementing new projects that renovate, replace, redevelop, or otherwise transform public housing units through a HUD-approved process that results in the units leaving the traditional public housing program, including RAD, Section 18 Demolition/Disposition, Mixed Finance, Choice Neighborhoods Initiative, etc.
- c. Planning and implementing renovations to existing public housing units and other property improvements to address deficiencies and extend their useful life.
- d. Allowable expenses as set forth in 2.5 of the PHRGCI Housing Development Handbook

2. **Provision of Services.** This Public Housing Revitalization Capital Improvement Grant includes the following properties, submitted as separate applications:

Pecan Acres Estates Phase II

#### B. Requirements:

1. **Application.** Grantee must complete its application in its entirety in order to receive the grant funds described herein, the satisfaction of which is in the sole discretion of Virginia Housing.
2. **Programmatic Requirements.** Grantee must comply with programmatic requirements found in Virginia Housing's PHRGCI Housing Development Handbook, as may be revised from time to time.
3. **Grant Management System ("GMS").** GMS is Virginia Housing's official system of record for grant administration. The system must be utilized to apply for grant funds and other administrative tasks including approved budget, reporting, and claims.
4. **Virginia Housing-funded Program Evaluation.** Grantee is required to coordinate and cooperate with Virginia Housing staff in research and evaluative studies related to the Grant Funds.
5. **Virginia Housing Mandatory Training.** Grantee is required to attend all Mandatory Trainings as set forth by Virginia Housing. Failure to attend Mandatory Trainings may result in Grantee being barred from future grants.
6. **Disclose of Audits/Investigations.** Grantee is required to notify Virginia Housing if they are the subject of any pending investigation related to the disbursement of funds, financial reporting, and use of funds related to this Agreement.
7. **Public Events.** Grantee is required to alert Virginia Housing/Grant Officer of any public event or press distribution that is tied to the grant award. Any use of Virginia Housing Logos must be requested in a timely manner prior to use and all marketing materials must be approved by Virginia Housing prior to use.
8. **Virginia Housing Oversight.** By entering into this Agreement, Grantee, including any subsidiary or affiliate of Grantee, agrees to cooperate fully with the monitoring and oversight efforts as conducted by Virginia Housing, its agents, authorized representatives, and third-party contractors, through site visits, file audits, and other methods. Oversight may include, but is not limited to, remote inspection or on-site performance reviews by Virginia Housing and/or third parties acting on behalf of Virginia Housing. Grantee must cooperate with all Virginia Housing oversight activities, to include requests for access to facilities, access to Grantee's records and requests for information. If Grantee has other obligations that require information to be kept confidential, measures must be taken to ensure that Virginia Housing and/or third parties acting on behalf of Virginia Housing has access to information for audit and oversight purposes that demonstrates to the satisfaction of Virginia Housing the requirements of this Agreement are being or have been met.

#### ARTICLE IV – PRICE



- A. **Maximum Grant Amount.** Grantee shall be paid according to the terms of this Grantee Agreement for all work required, performed, and accepted under this Grantee Agreement in an amount not to exceed the amount shown in Article I of this Grantee Agreement. Grantee shall bear the burden of all costs in excess of the Maximum Grant Amount.
- B. **Cost Reimbursement.** Grantee must submit claims based on actual expenses.
1. **Allowable Costs.** Virginia Housing shall pay Grantee, up to the Maximum Grant Amount as stated in Article I of this Grantee Agreement. Grantee is prohibited from using any part of this Grant to satisfy a delinquent debt. Allowable Costs are costs incurred in the performance of this Grant Agreement that are determined by Virginia Housing to be allowable, allocable, and reasonable in accordance with the:
    - Provisions of this Grantee Agreement, and
    - Virginia Housing's PHRGCI Housing Development Program Handbook
  2. **Indirect Cost Rates.** Indirect costs are not eligible to be billed to this grant.
  3. **Period of Availability of Funds.** Grantee may charge to the Grant only Allowable Costs resulting from obligations incurred during the Period of Performance as stated in Article II of this Grantee Agreement.
  4. **Profits.** No fee, profit, or other increment above allowable costs shall be paid to the Grantee.
  5. **Grantees with Multiple Sources of Funding.** Grantee shall not be reimbursed by Virginia Housing under this Grantee Agreement for activities that are directly or indirectly reimbursed from any other source, including fees. Grantee shall include in its claim under this Grantee Agreement only the portion of those activities for which the Grantee does not receive reimbursement from any other funding source. For oversight purposes, Virginia Housing reserves the right to request from Grantee, and other stakeholders if applicable, grant reporting data and information related to other sources of funding (to verify that Virginia Housing activities are not being billed to another source of funding).
  6. **Conflict of Interest.** Consultants receiving funds under this grant may in no way have an existing relationship (current employment or voluntary) with the Grantee during the term of this grant.
- C. **Burden of Proof.** The burden of proof for all work performed rests with the Grantee. All supporting records are subject to inspection and audit by Virginia Housing at any time during and after the expiration of the Period of Performance as specified in Article II.
- D. **Restrictions on Use of the Grant Award.** The Grant Funds awarded under this Grantee Agreement shall be used in accordance with the terms of this Grantee Agreement, the NOFO Application as approved by Virginia Housing, the Virginia Housing PHRGCI Housing Development Program Handbook section 2.6, and applicable laws and regulations.

#### **ARTICLE V – REPORTING AND PAYMENTS**

- A. **Claims.** Claims for reimbursement of funds, as applicable, are due to Virginia Housing via the Grants Management System. Documentation of expenses must be submitted with claims for each expense in which reimbursement is requested.

Grantees must request amounts per budget line items, and the amounts cannot exceed the currently approved budget.

Claims are due via the Grants Management System no later than:

- October 15, 2022 for the months July 1 through September 30, 2022
- January 15, 2023 for the months October 1, 2022 through December 31, 2022
- April 15, 2023 for the months January 1, 2023 through March 31, 2023
- July 15, 2023 for the months April 1, 2023 through June 30, 2023

- October 15, 2023 for the months July 1 through September 30, 2023
- January 15, 2024 for the months October 1, 2023 through December 31, 2023
- April 15, 2024 for the months January 1, 2024 through March 31, 2024
- July 15, 2024 for the months April 1, 2024 through June 30, 2024
- October 15, 2024 for the months July 1 through September 30, 2024
- January 15, 2025 for the months October 1, 2024 through December 31, 2024
- April 15, 2025 for the months January 1, 2025 through March 31, 2025
- July 15, 2025 for the months April 1, 2025 through June 30, 2025
- October 15, 2025 for the months July 1 through September 30, 2025
- January 15, 2026 for the months October 1, 2025 through December 31, 2025
- April 15, 2026 for the months January 1, 2026 through March 31, 2026
- July 15, 2026 for the months April 1, 2026 through June 30, 2026

**\*Virginia Housing will not accept/process any late claims after the final due date of July 15, 2026\***

**B. Reports.** Grantee is required to submit quarterly status reports detailing the progress of the project; as well as a final report at the completion of the project. The final report must include videos and/or photos and three (3) available dates and times for site visits.

**Quarterly Report.** Status reports, as applicable, are due via the Grants Management System no later than:

- October 15, 2022 for the months July 1 through September 30, 2022
- January 15, 2023 for the months October 1, 2022 through December 31, 2022
- April 15, 2023 for the months January 1, 2023 through March 31, 2023
- July 15, 2023 for the months April 1, 2023 through June 30, 2023
- October 15, 2023 for the months July 1 through September 30, 2023
- January 15, 2024 for the months October 1, 2023 through December 31, 2023
- April 15, 2024 for the months January 1, 2024 through March 31, 2024
- July 15, 2024 for the months April 1, 2024 through June 30, 2024
- October 15, 2024 for the months July 1 through September 30, 2024
- January 15, 2025 for the months October 1, 2024 through December 31, 2024
- April 15, 2025 for the months January 1, 2025 through March 31, 2025
- July 15, 2025 for the months April 1, 2025 through June 30, 2025
- October 15, 2025 for the months July 1 through September 30, 2025
- January 15, 2026 for the months October 1, 2025 through December 31, 2025
- April 15, 2026 for the months January 1, 2026 through March 31, 2026

- July 15, 2026 for the months April 1, 2026 through June 30, 2026

- C. **Contract Changes.** If Grantee would like to extend its period of performance after award approval from Virginia Housing, Grantee must submit a contract amendment via the Grants Management System. Contract amendments may only be submitted for projects that are under construction. Funds will not be disbursed on items that occur outside of the approved period of performance. Virginia Housing must approve all changes to the performance period.
- D. **Programmatic Reporting Requirements.** Virginia Housing may withhold payment to Grantee if, in the sole opinion of Virginia Housing, any programmatic reporting requirements have not been satisfied or are not being satisfied.
1. **Payments to Grantees.** Grant funds will be provided to Grantee in quarterly payments after evaluation and approval of reports. Grantee will be paid for work completed up to the award amount. Timing of the payments will be dependent upon the receipt of acceptable quarterly reports and claims as described above.
  2. **Billing Methodology.** Grantee must clearly explain the methodology employed to calculate reimbursement.
  3. **Documentation of Expenses.** Grantee must submit source documentation of direct costs, such as invoices, receipts, and cancelled checks. This information must be made available to Virginia Housing upon request and maintained for a period of at least three (3) years after the expiration of the Grant period or date of last payment, whichever occurs first. Grantee must be able to demonstrate and document the actual cost of work performed. The amount billed to the grant cannot exceed the actual cost of work performed.
  4. **Documentation of Personnel Expenses.** Charges to awards for salaries and wages must be based on records that accurately reflect the work performed. The records must support the distribution of employee's salaries and wages among specific activities or cost objectives if the employee works on more than one award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to this Grant award. Records must reasonably reflect the total activity for which employees are compensated.
  5. **Standards for Financial Management Systems.** Grantee shall maintain and operate financial management systems that meet or exceed the GAAP requirements for funds control and accountability.
  6. **Withholding of Funds.** Virginia Housing may withhold payment to a Grantee if any project objective, term or condition of this Grantee Agreement has not in the sole discretion of Virginia Housing been satisfied or is not being satisfied, including reporting requirements such as completing grant-specific quarterly reports. Virginia Housing may also withhold payment to Grantee if Grantee is suspended or terminated from any other Virginia Housing or local, state or federal government program, voluntarily or involuntarily placed on inactive status by Virginia Housing, or suspended or terminated from Virginia Housing's Program.
  7. **Overdue Reports.** No payment request shall be approved for a Grantee who has an overdue or incomplete report. Payment request will not be approved until a complete report has been submitted and approved by Virginia Housing.
  8. **Funds Recapture.** Virginia Housing may recapture any unspent funds. Grantee is required to cooperate with recapture requests, including any paperwork requests. Virginia Housing may utilize recaptured funds in other ways authorized by the Virginia Housing.

## **ARTICLE VI – RECORD KEEPING AND COMPLIANCE**

- A. Record Keeping Requirements.** Retain All files associated with this Agreement (see list below) for three (3) years after completion of this Agreement.
- a. Grantee agrees to retain all financial records, supporting documentation, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The only exceptions are the following:
    1. If any litigation, claim or audit is started before expiration of the three (3) year period, the records shall be retained until the litigation, claims or audit findings involving the records have been resolved and final action taken.
    2. Records for real property and equipment acquired shall be retained for three (3) years after final disposition.
  - b. Note that Grantee may also be subject to record retention requirements under other applicable laws and regulations.
- B. Type of Record Keeping System.** Grantee may use any record keeping system provided that the chosen system results in a complete and accurate set of records that are retained per the requirements in this agreement. The resulting records must enable easy monitoring by Virginia Housing when conducting a performance review of the Grantee's activities.
- a. Grantee agrees to provide updated financial statements (including general ledger details and quarterly financial statements) before each disbursement of funds as requested by Virginia Housing and/or third parties acting on behalf of Virginia Housing.
- C. Compliance.** Grantee must comply with all requirements to include applicable handbooks, current legislative & programmatic requirements, as well as requirements for program eligibility, approval, delivery of services, record keeping, reporting, performance monitoring, and all other documentation related to this Agreement.
- a. Grantee is required to notify Virginia Housing if they are the subject of any pending investigation related to the disbursement of funds, financial reporting, and use of funds, related to this Agreement.
- D. Auditing.** Grantee agrees to cooperate fully with Virginia Housing, its agents, authorized representatives, and third-party contractors as they perform evaluation, monitoring, quality control, audit, audit-related activities and compliance reviews.
- a. Whenever possible, Virginia Housing and/or third parties acting on behalf of Virginia Housing will give Grantee fifteen (15) days' notice before conducting an on-site review. However, in situations where a specific concern warrants immediate action, Virginia Housing and/or third parties acting on behalf of Virginia Housing reserves the right to give less than fifteen (15) days' notice.
  - b. Virginia Housing and/or third parties acting on behalf of Virginia Housing shall have the right to request, and Grantee hereby agrees to comply with any and all requests by Virginia Housing, copies of financial audits conducted during the Agreement period.

## **ARTICLE VII - DEFAULT, REMEDY, SUSPENSION, AND TERMINATION**

- A.** Virginia Housing reserves the right to immediately upon notification, suspend or terminate this Agreement with any Grantee who fails to comply with the terms and conditions of the Agreement up to and including:

1. Any material failure by Grantee to comply with the terms and conditions of this Agreement;
2. Any failure by Grantee to comply with a statute, regulation, or other requirement
3. Failure by Grantee to expend funds in accordance with requirements;
4. Grantee fails to return funds subject to recapture to Virginia Housing within the required timeframe;
5. Grantee becomes the subject of a federal, state, or local investigation, whether criminal, civil or otherwise;
6. Grantee becomes insolvent, defunct, or commences bankruptcy proceedings;
7. Any director, officer or manager of Grantee engage in fraud, willful misconduct, gross negligence or misappropriate any funds;
8. Acts or omissions made by the Grantee and/or third parties acting on behalf of Grantee, in the sole and reasonable determination of Virginia Housing, may cause Virginia Housing significant reputational harm; and/or
9. Any misrepresentation which, if known by Virginia Housing, would have resulted in funds not being disbursed.

If non-compliance occurs, Grantee agrees to notify Virginia Housing. In the event that Virginia Housing becomes aware of an issue, Virginia Housing shall provide a reasonable opportunity to respond or to take corrective action as appropriate. Virginia Housing reserves the right to suspend disbursements to Grantee during this corrective action time period, commensurate with the seriousness of the non-compliance. Virginia Housing reserves the right to place additional conditions on the continuance of the Agreement if appropriate.

**Suspension.** If Grantee is unable to address the non-compliance to the satisfaction of Virginia Housing within the timeframe specified, Grantee shall be placed in "Suspended" status until the time that the non-compliance is addressed to the satisfaction of Virginia Housing, but no longer than six months from the date of the notice of suspension. During the suspension period time, payments shall be discontinued and/or withheld until the non-compliance is addressed to the satisfaction of Virginia Housing. Virginia Housing reserves the right to extend "Suspended" status for a reasonable time period beyond six months under special circumstances as defined by Virginia Housing.

**Default and Termination.** If Grantee fails to resolve the non-compliance to the satisfaction of Virginia Housing within six months of the date of the notice of suspension, or within any extended timeframe previously approved, Virginia Housing may take one or more of the following actions: (1) recover misspent or unspent funds, (2) de-obligate awarded but un-disbursed funds, (3) terminate the Agreement for cause, or (4) take other remedies that may be legally available. Upon termination of the Agreement, all unspent funds (as determined by Virginia Housing) shall revert immediately to Virginia Housing, either in the form of recapture or de-obligation.

Virginia Housing reserves the right to amend or cancel this grant agreement at any time with written notice to be provided to the grantee. Upon termination of the Agreement, all unspent funds (as determined by Virginia Housing) shall revert immediately to Virginia Housing, either in the form of recapture or de-obligation.

## **ARTICLE VIII – AUDIT REQUIREMENTS**

Grantee shall receive an independent audit, at its own expense, no more than twelve (12) months before the execution of this grant agreement. If grantee is unable to meet this requirement, Virginia Housing reserves the right to require an independent audit at the grantee's expense.

## **ARTICLE IX - DEBARMENT**

Virginia Housing reserves the right to suspend or disbar Grantee from participation in the Virginia Housing Public Housing Revitalization Capital Improvements Grant, should Virginia Housing determine that Grantee has willfully violated the terms of this agreement.

**IN WITNESS WHEREOF**, each of the Parties has caused the following Virginia Housing Public Housing Revitalization Capital Improvements Grant Agreement to be executed by its duly authorized officer or agent. No alterations of the official version of the Virginia Housing Public Housing Revitalization Capital Improvements Grant Agreement delivered by Virginia Housing to Grantee, have been accepted unless such change is acknowledged by Virginia Housing through a signature on the page of the Grant Agreement containing such change.

Virginia Housing Development Authority

Signed: Monique S. Johnson

Monique Johnson

Community Outreach Managing Director

Agency: Petersburg Redevelopment and Housing Authority

Signed: LaTysha Carpenter

Print: LaTysha Carpenter

Title: Ditector of Finance

Date: Jul 5, 2022

# **Tab U:**

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

Acknowledgement of Renter Education

I (tenant's name) acknowledge that **Petersburg Redevelopment and Housing Authority** has provided me with the following information and resources prior to the signing of this lease for my unit at **Pecan Acres Estates Phase II:**

- Link to Virginia Housing's website and Renter Resources page and ebook:  
<https://virginiahousing.com/renters>
  - 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.
- A copy of my rights and responsibilities as a renter in the Commonwealth of Virginia
- A link to rental subsidy and grant programs that may help me stay in my home
- A link to a listing of HUD-approved housing counselors
- A link to www.Virginiahousingsearch.com and <https://www.virginiahousingsearch.com/Resources.html>

Acknowledged by:

Tenant #1:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Tenant #2:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



# **Tab V:**

**Nonprofit or LHA Purchase Option or Right of First Refusal**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Delphine G. Carnes, Esq.  
Delphine Carnes Law Group PLC  
101 W. Main St.  
Suite 440  
Norfolk, VA 23510

**RIGHT OF FIRST REFUSAL AGREEMENT**  
**Pecan Acres Estates Phase II**

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of February \_\_, 2023 by and among Pecan Acres Estates Phase II, L.P., a Virginia limited partnership (the "Owner" or the "Company" and "Grantor"), Petersburg Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia (the "Grantee"). 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 Operating Agreement dated on or about the date hereof (the "Operating Agreement"), is engaged in the ownership and operation of an 84-unit apartment project for families located in Petersburg, Virginia and commonly known as "Pecan Acres Estates Phase II" (the "Project"). The real property comprising the Project is legally defined on Exhibit A.

B. The Grantee is the fee simple owner of the real property comprising the Project 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 reserves of the Partnership that is required by the Virginia Housing Development Authority

("Virginia Housing" or the "Credit Authority") or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the "Refusal Right"), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a "bona fide offer" (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the "Offer Notice") and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the "Election Notice"). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a "bona fide offer" for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14<sup>th</sup>) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members or of Virginia Housing.

B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a "Terminating Event"), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

A. The purchase price for the Property pursuant to the Refusal Right (the "Purchase Price") shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the "minimum purchase price" as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

B. All costs of the Grantee's purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

(i) the payment of all cash or immediately available funds at Closing,  
or

(ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

(i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and

(ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

(i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or

(ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or

(iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code, or

(iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in Petersburg, Virginia not later than the timeframes set forth

in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "AS IS, WHERE IS" and "WITH ALL FAULTS AND DEFECTS," latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project" without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

#### Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

(i) If to the Owner, at the principal office of the Company set forth in the Operating Agreement;

(ii) If to the Grantee, at the principal office of the Company set forth in the Operating Agreement; and

#### Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

#### Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of Virginia Housing.

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



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

**GRANTOR:**

**PECAN ACRES ESTATES PHASE II, L.P.,**  
a Virginia limited partnership

By: Pecan Acres Estates Phase II, G.P., LLC,  
a Virginia limited liability company  
its General Partner

By: Petersburg Redevelopment and Housing Authority,  
a political subdivision of the Commonwealth of  
Virginia, Member

By: Nathaniel T. Pride  
Name: Nathaniel T. Pride  
Title: Executive Director

**COMMONWEALTH OF VIRGINIA**  
**CITY OF PETERSBURG, to-wit:**

I, Tanya M. Friday, a Notary Public in and for the City aforesaid, in the Commonwealth of Virginia, whose commission expires on the 30<sup>th</sup> day of June 2026, do hereby certify that Nathaniel T. Pride, Executive Director of Petersburg Redevelopment and Housing Authority, which is a member of Pecan Acres Estates Phase II, G.P., LLC, the General Partner of Pecan Acres Estates Phase II, L.P., whose name is signed as such to the foregoing writing bearing date of the 24<sup>th</sup> day of February, 2023, has acknowledged the same before me in my City and State.

Given under my hand this 24<sup>th</sup> day of February, 2023.

Tanya M. Friday  
Notary Public





**EXHIBIT A**

**LEGAL DESCRIPTION**

**ALL THOSE** certain three lots or parcels of land, together with the improvements thereon and appurtenances thereunto pertaining, situated in the City of Petersburg, Virginia, more particularly described as **Parcel A containing 7.239 acres, Parcel B containing 3.553 acres and Lot 3, containing 1.668 acres** as shown on the plat entitled “Resubdivision of Pecan Acres Petersburg, Virginia”, dated May 16, 2018, recorded in the Clerk’s Office of the Circuit Court of the City of Petersburg, Virginia in Map Book 7, at Page 46. Together with all right, title and interest of the Petersburg Redevelopment and Housing Authority in and to any alleys or streets abutting the aforescribed property.

# **Tab W:**

Internet Safety Plan and Resident Information Form (if  
internet amenities selected)

Draft Resident Acknowledgement  
Form / Internet Security Plan

By using this internet service, you are agreeing to the terms outlined below. IF YOU DO NOT WANT TO AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE INTERNET SERVICE OR EQUIPMENT.

## 1. Extent of the Service

1.1 We do not recommend in particular the use of any websites (or other internet related services) Internet Services and your use of Internet Services is carried out entirely at your own risk.

1.2 We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free.

1.3 We have no responsibility for, or control over, the information you transmit or receive via the Service.

1.4 Save for the purposes of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive.

1.5 We do not guarantee:

1.5.1 the availability of the Service;

1.5.2 the speed at which information may be transmitted or received via the Service; or

1.5.3 that the Service will be compatible with your equipment or any software which you use.

1.6 While we take reasonable steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilizing the Service and you accept that it is your responsibility to protect your information and have adequate security in terms of equipment and procedures to ensure the security, integrity and confidentiality of your information and data.

1.7 We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

## 2. Your Use of the Service

2.1 You must not use the Service to send or receive e-mails, which:

2.1.1 are defamatory, threatening, intimidatory or which could be classed as harassment;

2.1.2 contain obscene, profane or abusive language or material;

2.1.3 contain pornographic material that is text, pictures, films, video clips of a sexually explicit or arousing nature

2.1.4 contain offensive or derogatory images regarding sex, race, religion, color, origin, age, physical or mental disability, medical condition or sexual orientation

2.1.5 contain material which infringe third party's rights including intellectual property rights

2.1.6 in our reasonable opinion may adversely affect the manner in which we carry out our business or

2.1.7 are otherwise unlawful or inappropriate

2.2 Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorized its use by you.

2.3 We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 2.1 to 2.3 above.

2.4 We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.

2.5 The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 5.2 below.

### 3. Criminal Activity

3.1 You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence

3.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.

3.3 You agree and acknowledge that we may keep a log of the Internet Protocol "IP" addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address

3.4 You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have whether pursuant to clause 3.3 or otherwise, and are entitled to provide by law, to law enforcement authorities or rights-holders.

### 4. Our Use of your Information

4.1 Subject to clauses 3.3 and 3.4 above we confirm that we shall use the contact details you provide to us solely for the purposes of contacting you with marketing information, updates, promotions and special offers relating to our business.

### 5. Other Terms

5.1 You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the service in breach of these terms and conditions, and in particular clause 2.1 to 2.3 and 3.1 above.

5.2 Whilst we do not seek to limit our responsibility for fraudulent misrepresentation or if you are injured or die as a result of our negligence we have no responsibility to the extent permitted by law to compensate you whether or not we are negligent for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the service or a failure, suspension or withdrawal of all or part of the service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.

5.3 We agree that neither this agreement does not allow either party to act as, or hold themselves out as, acting as an agent of the other party and that that the terms of this agreement are not enforceable by a third party under the Contracts Rights of Third Parties Act 1999.





# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504



# PRHA

## Petersburg Redevelopment & Housing Authority

### MARKETING PLAN FOR ACCESSIBLE HOUSING

#### PECAN ACRES ESTATES PHASE II

All of the units in Pecan Acres Estates Phase II will be provided with Project Based Voucher (PBV) subsidies by the Petersburg Redevelopment and Housing Authority (PRHA). This ensures that these units (i) will receive federal project based rent subsidies making them available to extremely low-income persons; (ii) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and (iii) are actively marketed to people with special needs. The units included in the LIHTC application that are designated for those with mobility impairments will include roll-in showers, roll under sinks and front control ranges.

The policies for admission to and occupancy of PBV subsidized apartments are spelled out in the policies in accordance with Federal and State laws and HUD policies and regulations.

PRHA will ensure that the property manager adopts suitable means to assure that information regarding the availability of accessible units reaches eligible individuals with disabilities and take reasonable nondiscriminatory steps to maximize the utilization of such units by eligible individuals whose disability requires the accessibility features of a particular unit.

When an accessible unit becomes vacant, the property manager will offer such units:

- First, to a current resident of another unit of the same development who has a disability that requires the special feature of the vacant unit and is occupying a unit not having such features, or if no such occupant exists, then
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

PRHA will ensure that contacts are made with centers for independent living ([www.accessva.org](http://www.accessva.org)) to inform them as housing designed for those with special needs becomes available. In particular, direct contact will be made with the two centers in the Richmond area:

- Crater District Satellite Center for Independent Living (CIL) (Parent CIL:RIL), 1845 A Fort Mahone Rd., Petersburg, VA 23805, (804) 862-9338
- Resources for Independent Living, Inc., 4009 Fitzhugh Ave. #100, Richmond, VA 23230, (804) 353-6503

In addition to the above plans, PRHA has a long successful history and commitment to making reasonable accommodations to both units designed for those with mobility challenges and other units in order to meet specific requirements of applicants and occupants of Low income apartments. The needs of all household members may change over time and PRHA is obligated to assist as needed. PRHA's policies spell out its broader requirement to follow all of the Federal and State requirements regarding fair housing. For example, these policies in part state:

- Federal laws require PHAs to treat all applicants and tenant families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. PRHA will comply fully with all federal, state and local nondiscrimination laws, and rules and regulations governing fair housing and equal opportunity in housing and employment including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1975
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act
- Violence Against Women Reauthorization Act of 2005
- Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted.

In accordance with the above, the PRHA has developed a specific accessibility marketing plan for Pecan Acres Estates Phase II. This plan is outlined below:

#### Accessibility Marketing Action Steps:

1. 90 days prior to occupancy
  - a. The property manager will check the Pecan Acres Estates Phase II waiting list to determine persons who are in need of accessible apartments.
  - b. The property manager will meet with and inform the Crater District Satellite Center for Independent Living and Resources for Independent Living, Inc., of potential units that may be available.
  - c. The property manager will post information on the coming accessible units' availability on the website.
  - d. The property manager will post listing of accessible units on [www.accessiblespace.org](http://www.accessiblespace.org).
  - e. The property manager will advise social service agencies, faith-based organizations, as well as, intermediate and long-term care facilities of potential availability.
2. 75 days prior to initial occupancy
  - a. The property manager will contact persons currently on the suburban waiting list who are in need of accessible housing to determine their interest.
3. 60 days prior to initial occupancy
  - a. The property manager will contact again eligible applicants on the waiting list who are in need of the accessible housing to determine their interest.
  - b. The property manager will again inform the Crater District Satellite Center for Independent Living and Resources for Independent Living, Inc., of the potential units that may become available.
  - c. The property manager will post listing of accessible units on [www.accessiblespace.org](http://www.accessiblespace.org).
  - d. The property manager will work with local schools and faith-based institutions, as well as Section 8 landlords to inform and solicit their assistance in informing families in need of an accessible housing unit to contact the property manager.
4. 30 days prior to initial occupancy
  - a. If eligible applicants who desire to move into the accessible apartments have not been identified 30 days prior to occupancy availability:
    - Assigned staff will reach out to the Crater District Satellite Center for Independent Living and Resources for Independent Living, Inc., seeking guidance and assistance with reaching out to organizations and individuals who would be aware of persons needing accessible housing.

## **PECAN ACRES ESTATES PHASE II**

### **TARGETED MARKETING PLAN**

The Targeted Marketing Plan has been provided by Petersburg Redevelopment and Housing Authority. This Resident Selection Criteria & Marketing Plan addresses issues for Pecan Acres Estates Phase II project whose funding includes Low Income Housing Tax Credits and Project-Based Voucher subsidies. This Plan includes descriptions of approaches to handling the following housing management issues:

### **Pecan Acres Estates Phase II 432 Pecan Street, Petersburg, VA 23803**

**MANAGED BY PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY**

#### **RESIDENT SELECTION CRITERIA & MARKETING PLAN**

*Please read this document carefully. These are the standards by which your application for housing will be reviewed.*

The purpose of the Resident Selection Criteria & Marketing Plan is to establish fair and equitable guidelines for selecting applicants to occupy housing units at Pecan Acres Estates Phase II, located at 432 Pecan Street., Petersburg, VA 23803, in accordance with the requirements of various Funders' and their Regulatory Agreements applicable to the project. Pecan Acres Estates Phase II is owned by Petersburg Redevelopment and Housing Authority and managed by Petersburg Redevelopment and Housing Authority.

Questions or requests for assistance regarding any aspect of the application process may be directed to Christine Wynn at (804) 733-2200.

#### **A. AFFIRMATIVE MARKETING AND COMMUNITY OUTREACH PROGRAM**

Petersburg Redevelopment and Housing Authority, the Housing Sponsor, promotes equal opportunities for safe and affordable housing to all persons, regardless of race, color, sex, sexual orientation, religion, ancestry, national origin, marital status, age, disability, HIV/AIDS status or place of residence.

##### **Advertisement**

Advertising/Announcement content will indicate **where** and **when** people can pick up applications for the waiting list and will provide as much information as feasible regarding the documents necessary to submit an application.

Notices will be sent to non-profit organizations and other agencies serving low-income individuals, disabled adults, and others. Announcements will be posted at PRHA management

office. During the initial lease up, ads will also appear in flyers and newspapers. Because of cost factors ads will not appear in local newspapers after initial marketing efforts.

### ***Marketing Records***

PRHA's Property Manager shall keep records of its activities in implementing the affirmative marketing plan, including records of advertisement and other community outreach efforts. Racial and ethnic characteristics of tenants will be maintained at the lease-up office and will be updated annually for VH.

PRHA will apply the same screening criteria to all applicants. However, PRHA is obligated to offer qualified applicants with disabilities additional consideration in the application of rules and practices, or services and structural alterations, if it will enable an otherwise eligible applicant or tenant with a disability an equal opportunity to access and enjoy the housing program. PRHA is not, however, required to make a reasonable accommodation or physical modification if the accommodation or modification will cause a financial burden to the building or if it requires the management entity to alter or change a basic component of the housing program.

### **Marketing Strategy:**

To ensure immediate lease-up and maintenance of full occupancy, PRHA will do the following:

Property will be listed on [virginiahousingsearch.com](http://virginiahousingsearch.com) at the start of lease-up. Project will also be listed on the following other websites:

[www.petersburgrha.org](http://www.petersburgrha.org)

[www.hud.org](http://www.hud.org)

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

All advertising material related to the project, will contain the Equal Housing Opportunity logo type, slogan or statement in compliance with the Fair Housing Act.

Contact local agencies & organizations that provide services to those persons with impairments, notifying them of units available. Organizations will include but limited to:

Crater District Satellite Center for Independent Living (CIL) (Parent CIL: RIL)

Resources for Independent Living, Inc.

Questions or requests for assistance regarding any aspect of the application process may be directed to Christine Wynn or other members of the lease-up staff at (804) 733-2200.

### **Accessible Units**

Pecan Acres Estates Phase II has (9) accessible units. In the event that an accessible unit designed to meet the special needs of persons with mobility impairments becomes available, preference will be given to a current tenant in the building who requires and has requested an accessible unit. Accessible units will be held vacant for 60 days during which time ongoing marketing efforts will be documented.

**B. INCOME AND OTHER ELIGIBILITY REQUIREMENTS** In order to be eligible for a unit at Pecan Acres Estates Phase II, the applicant's gross annual income cannot exceed 50% AMI for the Richmond MSA.

# **Tab Y:**

Inducement Resolution for Tax Exempt Bonds



N/A

# **Tab Z:**

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

**SWaM CONTRACT CERTIFICATION**  
(TO BE PROVIDED AT TIME OF APPLICATION)

**LIHTC Applicant Name** Pecan Acres Estates Phase II, L.P.

**Name of SWaM Service Provider** Hudson Real Estate Advisory Group, LLC-Glenn Hudson

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for entering into at least one contract for services provided by a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business certification program (SWaM Program). Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the Plan must provide in its application this certification together with a copy of the service provider's certification from the Commonwealth of Virginia's SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each SWaM Service Provider.

**INSTRUCTIONS:**

***Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the Plan.***

1. The SWaM Service Provider will provide the following services and roles eligible for points under the Plan:  
 consulting services to complete the LIHTC application;  
 ongoing development services through the placed in service date;  
 general contractor;  
 architect;  
 property manager;  
 accounting services; or  
 legal services.
  
2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

Glenn Hudson of the Hudson Real Estate Advisory Group will provide the following services:

- Assist in reviewing RFP and RFQ responses from potential development team members.
- Participate in the overall selection of development team members (architect, contractor, owners' rep, lender and equity investor).
- Work closely with team during initial concept, schematic design, design development and construction design.
- Prepare all funding applications to include: LIHTC, HOME, AHP, VHTF, SHTF, VH perm loan, etc.

- Prepare construction loan applications.
- Review equity proposal from syndicators
- Negotiate equity pricing.
- Prepare project budgets.
- Assist with financial closings.
- Participate in development team meetings.
- Participate in OAC meetings

It is anticipated that these services will be provided over a two year period beginning on January 9, 2023.

3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWAM Program. (See attached certification)
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, and that the undersigned service provider is still a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM) Program.

[Contract Certification and signatures appear on following page]

CONTRACT CERTIFICATION

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, that the undersigned service provider is a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM Program, and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the Plan). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Pecan Acres Estates Phase II, L.P.  
Name of Applicant

  
Signature of Applicant

Nathaniel Fude, Executive Director  
Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

Hudson Real Estate Advisory Group, LLC  
Name of SWaM Certified Service Provider

  
Signature of SWaM Certified Service Provider

Glenn Hudson, Principal  
Printed Name and Title of Authorized Signer



# Directory Listing

MWAA last updated on JUN 27, 2022 04:16 AM EST

- Certification Type
- NIGP
- NAICS
- City
- ZIP Code
- Business Category

All  contains  HUDSON REAL ESTATE ADVISORY GROUP

Match found 1

Sort by: Company name

Show entries: 5

Applied Filters

## Hudson Real Estate Advisory Group, LLC

Glenn Hudson  
 P.O Box 326  
 Richmond, VA 23218  
 Phone: (804) 677-3302  
 gfhud1@gmail.com (mailto:gfhud1@gmail.com)  
 www.togetherwedevelop.us  
 (http://www.togetherwedevelop.us)

Certification Number: 721802  
**SWaM Certification Type:**  
 Small Start Date: 11-04-2019  
 Minority-Owned Start Date: 11-04-2019  
 Business Ethnicity: Black or African American  
 SWaM Expiration Date: 11-04-2024  
**NIGP Code and Description:**  
 91800 CONSULTING SERVICES  
 91800 CONSULTING SERVICES  
 91800 CONSULTING SERVICES  
 91800 CONSULTING SERVICES  
 91800 CONSULTING SERVICES  
 Pcard: N  
 Business Category: Consulting Services

# CERTIFICATION APPLICATION



Tracking Number: 721802

Application Status: Processing Completed

## Designations and Business type

---

### *Selected Designations*

Certification Types	Designation Status
Small Minority Owned	Approved Approved

*Business Type* : LLC

## General Information

---

*Legal Business Name* : Hudson Real Estate Advisory Group, LLC

*Trade Name* : -

*Federal EIN* : 463362867

*Social Security Number* : -

*Physical Country* : US

*Physical Address* : 11410 Doronhurst Drive

*Physical State/Province* : VA

*Physical City* : Providence Forge

*Physical Zip* : 23140

*Is Mailing Address same as Physical address?* : No

*Mailing Country* : US

*Mailing Address* : P.O Box 326

*Mailing State/Province* : VA

*Mailing City* : Richmond

*Mailing Zip* : 23218

*Is this business registered with eVA?* : No

<i>Is this business registered with the VA State Corporation Commission?</i>	:	Yes
<i>Is this business a franchise?</i>	:	No
<i>Business Website</i>	:	www.togetherwedevelop.us

## Contact Information

---

<i>Contact Person Name</i>	:	Glenn Hudson
<i>Title</i>	:	Principal
<i>Business Phone</i>	:	8046773302
<i>Business Fax</i>	:	-
<i>Business Email</i>	:	gfhud1@gmail.com
<i>Would you like to receive marketing emails from SBSD?</i>	:	Yes

## Tax Information

---

<i>Number of Employees</i>	:	0
<i>Business Established Year</i>	:	2009
<i>Gross Receipt value in 2018</i>	:	43380
<i>Gross Receipt value in 2017</i>	:	8250
<i>Gross Receipt value in 2016</i>	:	28620

## Ownership Details

---

<i>Owner Full Name</i>	:	Glenn Hudson
<i>Ownership Percentage</i>	:	100.00
<i>Ethnicity</i>	:	Black or African American
<i>Gender</i>	:	Male
<i>Country</i>	:	US
<i>Physical Address</i>	:	11410 Doronhurst Drive
<i>Physical State / Province</i>	:	VA



<i>Physical City</i>	:	Providence Forge
<i>Zip / Postal Address</i>	:	23140
<i>Owner title / position in business</i>	:	Principal
<i>Does this firm or any of its owners have more than 10% ownership in any other firm(s)?</i>	:	No

### Corporation, LLC or LLP Details

---

<i>Business Incorporated</i>	:	2013
<i>State</i>	:	VA
<i>Name of Registered Agent</i>	:	Glenn Hudson
<i>Physical Address of Registered Agent</i>	:	P.O Box 326
<i>Physical City of Registered Agent</i>	:	Richmond
<i>Physical State/Province of Registered Agent</i>	:	VA
<i>Physical Country of Registered Agent</i>	:	US
<i>Physical Zip of Registered Agent</i>	:	23218
<i>Registered Agent's Phone Number</i>	:	8046773302

### NIGP Commodity Codes

---

<i>Business Category</i>	:	Consulting Services
<i>Primary NIGP Code</i>	:	91800
<i>Primary Product Line / Service Description</i>	:	CONSULTING SERVICES

#### NIGP Commodity Codes - Other Code 1

---

<i>Other NIGP code</i>	:	91800
<i>Other Product Line / Service Description</i>	:	CONSULTING SERVICES

### NIGP Commodity Codes - Other Code 2

---

<i>Other NIGP code</i>	:	91800
<i>Other Product Line / Service Description</i>	:	CONSULTING SERVICES

### NIGP Commodity Codes - Other Code 3

---

<i>Other NIGP code</i>	:	91800
<i>Other Product Line / Service Description</i>	:	CONSULTING SERVICES

### NIGP Commodity Codes - Other Code 4

---

<i>Other NIGP code</i>	:	91800
<i>Other Product Line / Service Description</i>	:	CONSULTING SERVICES
<i>Geographic Marketing Locations</i>	:	Statewide Virginia
<i>Does your business accept charge cards ?</i>	:	No

### FOIA Exemption

---

<i>Exemption Requested</i>	:	No
----------------------------	---	----

### Affidavit Documents

---

#### Submission for Additional Designation(s) (06/24/2019)

---

<i>Affidavit</i>	:	1561413857413-Affidavit.pdf (Uploaded on: 06/24/2019 18:04:17)
------------------	---	--

#### Submission (05/11/2016)

---

No affidavit uploaded for this submission.

### SWaM Documents

---

#### Submission for Additional Designation(s) (06/24/2019)

---

<b>Operating Agreement and any Amendments</b>	: OPERATING AGREEMENT LETTER.pdf (Uploaded on: 06/24/2019 17:58:22)
<b>Certificate of Organization/Existence/Formation</b>	: Business Organization Docs.pdf (Uploaded on: 06/24/2019 17:09:53)
<b>Articles of Organization and any Amendments</b>	: Articles of Organization.pdf (Uploaded on: 06/24/2019 17:13:30)
<b>Most recent year tax return - COMPLETE</b>	: 2018 Tax Returns.pdf (Uploaded on: 06/24/2019 17:25:49)
<b>Tax return 2 years ago - FIRST PAGE ONLY -OR- 1040 1st pg AND Schedule C if on 1040</b>	: 2017 Tax Return & Schedule C.pdf (Uploaded on: 06/24/2019 17:30:55)
<b>Tax return 3 years ago - FIRST PAGE ONLY -OR- 1040 1st pg AND Schedule C if on 1040</b>	: 2016 Tax Return & Schedule C.pdf (Uploaded on: 06/24/2019 17:31:06)
<b>Proof of Identity</b>	: Proof of Identity.pdf (Uploaded on: 06/24/2019 17:35:04)
<b>Proof of U.S Citizenship or Permanent Residency</b>	: Proof of CitizenshipPassport.pdf (Uploaded on: 06/24/2019 17:37:29)
<b>Resumes of owners and officers</b>	: Resume of Principal.pdf (Uploaded on: 06/24/2019 17:42:30)
<b>Professional Licenses and Permits</b>	: Business License 2019.pdf (Uploaded on: 06/24/2019 17:46:15)
<b>Proof of Contributions</b>	: Proof of Contribution.pdf (Uploaded on: 06/24/2019 17:50:03)
<b>Certificate of Assumed/Fictitious Name</b>	: Certificate of Assumed Fictitious Name.pdf (Uploaded on: 06/24/2019 18:02:59)

**Submission (05/11/2016)**

---

No documents uploaded for this submission.

**Miscellaneous Documents**

---

**Submission for Additional Designation(s) (06/24/2019)**

---

**Federal Form 941** : Federal Form 941.pdf (Uploaded on: 06/24/2019 17:52:27)

**Submission (05/11/2016)**

---

No documents uploaded for this submission.

**SERVICES CONTRACT**

**Project Development Consultant**

\*\*\*\*\*

**THIS AGREEMENT**, made and entered into as of October 3, 2022, by and between the **PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "**PRHA**", and **Hudson Real Estate Advisory Group, LLC**, hereinafter referred to as "Contractor."

**RECITALS**

**WHEREAS**, PRHA desires to engage the Contractor to perform as a Project Development Consultant for PRHA;

**WHEREAS**, the Contractor will provide technical assistance, guidance, and structured training to PRHA Board and staff to facilitate timely planning and execution of PRHA redevelopment activities;

**WHEREAS**, the consultant will serve as technical assistance advisor to PRHA on various projects centered around its Section 18 Demolition/Disposition, Project Based Section 8, and Low Income Housing Tax Credit (LIHTC);

**WHEREAS**, Contractor desires to undertake, perform and deliver such services as may be requested by PRHA;

**NOW, THEREFORE**, in consideration of the terms, conditions and mutual obligations hereinafter set forth, the PRHA and the Contractor do hereby agree as follows:

**I. SCOPE OF SERVICES**

The Project Development Consultant will be a direct advisor to the Petersburg Redevelopment Housing Authority (PRHA) to provide technical assistance, guidance and structured training to PRHA staff personnel to facilitate timely project plan development and plan execution for PRHA's redevelopment projects. The activities include, but are not limited to, the following:

**Preplanning**

- The Contractor(s) shall be responsible for advising PRHA throughout the development process, as needed
- Assist PRHA staff in defining project goals and project feasibility

- Assist in preparing and reviewing RFP responses from Architect, Owners Representative, Market Analyst, General Contractor, Dry Utility and Pre-Construction services consultants, etc.

- Prepare project and operating budgets
- Review and assist in developing financial projections for each redevelopment scenario
- Assist PRHA in identifying financial partners and preparing funding applications
- Assist in the negotiation of fees while representing and negotiating on PRHA's behalf
- The Contractor(s) shall assist in developing and reviewing timelines for the redevelopment

- The Contractor(s) shall assist PRHA staff with necessary HUD processes; including, but not limited to Section 18 Demolition/Disposition

- Assist PRHA staff in preparing and submitting funding applications including but not limited to Low Income Tax Credits (LIHTC), Community Development Block Grant Funds (CDBG), HOME, Affordable Housing Fund (AHP), etc.

- Assist in identifying construction and permanent loan lenders
- Assist in preparing construction and permanent loan applications
- Negotiate debt and equity terms

#### **HUD Section 18 Application submission**

- Assist staff in gathering information for Section 18 demolition/disposition application submission to HUD

- Assist PRHA staff in submitting Section 18 demolition/disposition and Tenant Protection Voucher (TPV) applications to HUD

- Participate in meetings to ensure HUD demolition/disposition application receives Approval

#### **Site Planning and Design Concept**

- Assist PRHA staff in defining and developing design concepts and schematic design with architect, engineer, owners' representative, and pre-construction team

- Work with staff and architect in determining appropriate unit mix
- Assist team in determining best project design that will be financially feasible for initial LIHTC submission

- Review schematic design package and site plan
- Participate on weekly design team meeting calls
- Work with PRHA staff in preparing resident design and amenities surveys
- Participate in Listening sessions with residents and stakeholders

### **Financing**

- Assist with identifying and soliciting Equity Financing
- Assist with negotiating Equity Financing Commitments and Agreements
- Assist team in gathering and reviewing closing checklist documents provided by legal counsel

- Assist in closing on construction and permanent financing loans
- Facilitate equity closings with PRHA staff and legal counsel
- Review all closing documentation

### **Pre-Construction Phase**

- Work with design professionals and staff in development of scope and drawings
- Work with staff with pre-qualifying bidders
- Review and evaluate bids for construction and make recommendations
- Develop and finalize project budget
- Assist staff with contract negotiation

### **Closeout Phase**

- Assist in smooth turnover of project from General Contractor to Owner
- Provide training to PRHA staff regarding development activities and other related activities at the direction of PRHA staff
  - At the direction of PRHA staff, provide staff training in project development and analysis including pro forma creation, generation and analysis; LIHTC, NMTC, and Historic Tax Credits; project management and development tracking
  - Provide training in a structured environment and as on-going activities related to real estate development projects. Provide and produce necessary materials as it relates to each project assignment
  - Assist PRHA staff in preparing and submitting documents to HUD for subsidy layering review approval to use Project Based Vouchers to subsidize project rents.

**II. TIME OF PERFORMANCE; TERMINATION; AND DELIVERY OF REPORTS**

The term of this contract shall be for the period of two (2) years following the date of this agreement (renewable for two additional one-year periods), unless terminated by PRHA as described in Attachment A (General Contract Conditions Non-Construction). PRHA will determine if the Contractor will be retained for any additional one-year periods at least 30 days before the current contract expires.

**III. SERVICES AND COMPENSATION**

For purposes of the contract, the total cost of this contract for the duration of the contract will not exceed \$ 209,000.00 without written Change Order approved as necessary from the Executive Director. The contractor shall submit an invoice per the following schedule:

- Predevelopment Phase - 12 months \$4,500 per month
- Fee for LIHTC Closing \$110,000 (this fee will only be paid if closing occurs)
- Construction Phase - 18 months \$2,500 per month (completion of this phase is contingent upon receiving LIHTC)

Each invoice shall contain a detailed description of the services rendered, the date thereof and site involved in the performance of such work, with subtotal. All invoices shall be paid upon 30 days after receipt. Such invoices shall be submitted monthly to **PRHA, ATTENTION:** Accounts Payable, P.O. Box 311, Petersburg, VA 23804.

**IV. CONFIDENTIALITY**

Any and all reports, studies, information, data, drawings, specifications, estimates, summaries, data discs, requests for proposals or other documents given to, or prepared or generated by, the Contractor under this Agreement shall be and remain the property of PRHA, and the foregoing materials shall not be made available by the Contractor to any person or organization, nor shall they be used by the Contractor, without the prior written approval of PRHA. Training materials provided by the Contractor is owned by the Contractor (Hudson Real Estate Advisory Group, LLC).

**V. SECTION 3**

The provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, are incorporated in this Agreement. The applicable Section 3 Contract Clause is at Appendix C to this Agreement.

**VI. CONFLICTS OF INTEREST**

The Contractor certifies that to the best of its knowledge, no employee of PRHA, nor any member thereof, nor any public agency or public official affected by this Agreement, has any pecuniary interest in the business of Contractor, and that no person associated with the Contractor has any interest that would conflict in any manner with the performance of this Agreement.

**VII. HOLD HARMLESS CLAUSE**

The Contractor agrees to hold harmless PRHA and its agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement.

**VIII. INSURANCE**

The Contractor, and his sub-contractor(s), shall maintain full and adequate insurance to protect the apartment residents, the Authority, City of Petersburg and the general public from any and all claims of personal injury or property damage caused by the actions of the Contractor or his sub-contractor(s). Contractor, and his sub-contractor(s), shall submit proof of insurance in the form of a Certificate of Insurance issued by an insurance agent registered by the Commonwealth of Virginia. Certificate of Insurance shall denote PRHA as "additional insured" and "loss payee". Agent shall notify PRHA at least thirty (30) days prior to any lapse of coverage. General Liability coverage shall be a minimum of \$1,000,000, Property Damage Coverage - minimum of \$500,000 and Virginia Workman's Compensation Coverage shall be in full force and effect for all employees of contractor and sub-contractor(s) during duration of contract work.



**IX. TERMINATION**

(a) This Agreement may be terminated at any time by PRHA in the event that any portion of all of its federal funding support for the Work contracted for hereunder is terminated or substantially reduced.

(b) In the event of termination, the Contractor shall cease all work in progress, and shall be compensated for the services provided as of the date of the termination. If the Agreement is terminated because of any default of the Contractor, then any payment due the Contractor may be adjusted or set off by the Authority, if it sustains any loss or other expense as a result of Contractor's default, in addition to any other remedies PRHA may have at law.

**X. BINDING NATURE OF CONTRACT**

This Agreement shall be binding upon and inure to the benefit of the PRHA, the Contractor and all respective representatives and assigns. The Contract shall consist of the following component parts:

1. This Agreement
2. Attachment A – General Contract Conditions Non-Construction
3. Attachment B – Non-Collusive Affidavit
4. Attachment C – Section 3 Clause
5. Contractor's proposal

IN WITNESS WHEREOF, the party has executed this Contract as of the date first written above.

**PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY, a  
political subdivision of the Commonwealth of Virginia**

By: Nathaniel Pride

Date: October 3, 2022

**Nathaniel Pride, Executive Director**

**Hudson Real Estate Advisory Group, LLC,**

By: Glenn Hudson

Date: October 3, 2022

**Glenn Hudson, Principal**

# **Tab AA:**

Priority Letter from Rural Development

N/A

# **TAB AB:**

**Social Disadvantage Certification**

N/A