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# 2022 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### Deadline for Submission

#### 9% Competitive Credits

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

#### Tax Exempt Bonds

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



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

## INSTRUCTIONS FOR THE VIRGINIA 2022 LIHTC APPLICATION FOR RESERVATION

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

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

### Applications For 9% Competitive Credits

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

### **Please Note:**

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

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

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

### **IMPORTANT:**

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

### Disclaimer:

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

### Entering Data:

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

### **Please Note:**

- ▶ **VERY IMPORTANT! : Do not** use the copy/cut/paste functions within this document. Pasting fields will corrupt the application and may result in penalties. You may use links to other cells or other documents but do not paste data from one document or field to another.
- ▶ Some fields provide a dropdown of options to select from, indicated by a down arrow that appears when the cell is selected. Click on the arrow to select a value within the dropdown for these fields.
- ▶ The spreadsheet contains multiple error checks to assist in identifying potential mistakes in the application. These may appear as data is entered but are dependent on values entered later in the application. Do not be concerned with these messages until all data within the 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: johndavid.bondurant@virginiahousing.com">johndavid.bondurant@virginiahousing.com</a>	(804) 343-5725
Stephanie Flanders	<a href="mailto: stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Phil Cunningham	<a href="mailto: phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Pamela Freeth	<a href="mailto: pamela.freeth@virginiahousing.com">pamela.freeth@virginiahousing.com</a>	(804) 343-5563
Aniyah Moaney	<a href="mailto: aniyah.moaney@virginiahousing.com">aniyah.moaney@virginiahousing.com</a>	(804) 343-5518

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

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

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



VHDA TRACKING NUMBER

2023-ASH-03

## A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/10/2022

1. Development Name: JCOC 3H Housing
2. Address (line 1): 1053 Virginia Beach Boulevard  
Address (line 2): 1049 Virginia Beach Boulevard  
City: Virginia Beach State: VA Zip: 23451
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 Virginia Beach 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: 442.00
7. Development is located in a **Qualified Census Tract**..... TRUE
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** ..... FALSE
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: 2
- Planning District: 23
- State Senate District: 8
- State House District: 81

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

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

14. **ACTION:** Provide Location Map (**TAB K2**)
15. Development Description: In the space provided below, give a brief description of the proposed development

The JCOC 3H Housing development will newly construct 38 SRO units for permanent supportive housing in the City of Virginia Beach. Six units are designed to meet Section 504 accessibility requirements, and all 38 will be Universally Designed. The Judeo-Christian Outreach Center, Inc. will provide supportive services to the residents and the first floor of the single building project will provide office space for the Judeo-Christian Outreach Center, Inc. and other related organization uses administered by the developer's organization serving low-income individuals.

VHDA TRACKING NUMBER

2023-ASH-03

## A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/10/2022

## 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: Patrick A. Duhaney  
Chief Executive Officer's Title: City Manager Phone:   
Street Address: 2401 Courthouse Drive Building 1  
City: Virginia Beach State: VA Zip: 23456

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

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

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

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

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

**B. RESERVATION REQUEST INFORMATION****1. Requesting Credits From:**

a. If requesting 9% Credits, select credit pool:

Accessible Supportive Housing Pool

or

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

For Tax Exempt Bonds, where are bonds being issued?

**ACTION:** Provide Inducement Resolution at **TAB Y** (if available)**2. Type(s) of Allocation/Allocation Year**

Carryforward Allocation

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2022.b. **Carryforward Allocation** means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2022, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2023 credits pursuant to Section 42(h)(1)(E).**3. Select Building Allocation type:**

New Construction

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

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

FALSE

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

FALSE

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

Name of companion development:

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

FALSE

b. List below the number of units planned for each allocation request. This stated count cannot be changed or 9% Credits will 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:** 30**Definition of selection:**

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

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

TRUE

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

**C. OWNERSHIP INFORMATION**

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

**1. Owner Information:**

*Must be an individual or legally formed entity.*

Owner Name: JCOC 3H Housing, LLC

Developer Name: Judeo-Christian Outreach Center, Inc.

Contact: M/M ▶ Mr. First: Todd MI: Last: Walker

Address: 1053 Virginia Beach Boulevard

City: Virginia Beach St. ▶ VA Zip: 23451

Phone: (757) 491-2846 Ext. Fax:

Email address: twalker@jcoc.org

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

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

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

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

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

Names **	Phone	Type Ownership	% Ownership	
JCOC 3H Housing Managing Member, Inc.	(757) 491-2846	Managing Member	100.000%	
- Judeo-Christian Outreach Center, Inc.		Sole Shareholder	0.000%	needs
-Todd Walker, Executive Director			0.000%	needs
			0.000%	
			0.000%	
			0.000%	
			0.000%	

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

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

- ACTION:** a. Provide Principals' Previous Participation Certification **(Mandatory TAB C)**

C. OWNERSHIP INFORMATION

b. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. **(Mandatory at TABS A/D)**

**C. OWNERSHIP INFORMATION**

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

FALSE

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

**3. Developer Experience:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**D. SITE CONTROL**

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

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

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

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

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

Applicant controls site by (select one):

Select Type: ☒ Option

Expiration Date: 11/30/2022

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..... 11/30/2022 .

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: Judeo-Christian Outreach Center, Inc., F/K/A Virginia Beach Christian Outreach Group, Inc.

Address: 1053 Virginia Beach Boulevard

City: Virginia Beach St.: VA Zip: 23451

Contact Person: Todd Walker Phone: (757) 491-2846

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
Judeo-Christian Outreach Center, Inc.	(757) 491-2846	Sole Shareholder of MM	100.00%
-Todd Walker, Executive Director			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

needs ownership %



**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:	Peter Henderer	This is a Related Entity.	FALSE
Firm Name:	McCandlish Holton PC	DEI Designation?	FALSE
Address:	1111 E Main Street St #2100, Richmond, VA 23219		
Email:	phenderer@lawmh.com	Phone:	(804) 775-3833
2. Tax Accountant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	
4. Management Entity:	TBD	This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
	<i>Provide Email address for completed team member</i>		
5. Contractor:	Will Crocker	This is a Related Entity.	FALSE
Firm Name:	Hoy Construction	DEI Designation?	FALSE
Address:	3495 Progress Road, Norfolk, VA 23502		
Email:	willc@hoyconstruction.com	Phone:	
6. Architect:	Jordan Smith	This is a Related Entity.	FALSE
Firm Name:	TS3 Architects PC	DEI Designation?	FALSE
Address:	1228 Perimeter Parkway, Ste 101, Virginia Beach, VA 23454		
Email:	jordan.smith@ts3architects.com	Phone:	(757) 689-2699
7. Real Estate Attorney:	Peter Henderer	This is a Related Entity.	FALSE
Firm Name:	McCandlish Holton PC	DEI Designation?	FALSE
Address:	1111 E Main Street St #2100, Richmond, VA 23219		
Email:	phenderer@lawmh.com	Phone:	(804) 775-3833
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
9. Other:	Consultant	This is a Related Entity.	FALSE
Firm Name:	Virginia Fundraising Consultants	DEI Designation?	TRUE
Address:	208 E Plume Street, Ste 206		
Email:	virginiat@vafundraising.com	Role:	Consultant
		Phone:	(757) 377-2822

**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, in what year did this development receive credits? .....

- c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... **FALSE**

- d. This development is an existing RD or HUD S8/236 development..... **FALSE**  
**Action:** (If True, provide required form in **TAB Q**)

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

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

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

- a. All buildings satisfy the 10-year look-back rule of IRC Section 42 (d)(2)(B), including the 10% basis/ \$15,000 rehab costs (\$10,000 for Tax Exempt Bonds) per unit requirement..... **FALSE**

- b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),..... **FALSE**

i. Subsection (I)..... **FALSE**

ii. Subsection (II)..... **FALSE**

iii. Subsection (III)..... **FALSE**

iv. Subsection (IV)..... **FALSE**

v. Subsection (V)..... **FALSE**

- c. The 10-year rule in IRC Section 42 (d)(2)(B) for all buildings does not apply pursuant to IRC Section 42(d)(6)..... **FALSE**

- d. There are different circumstances for different buildings..... **FALSE**  
**Action:** (If True, provide an explanation for each building in Tab K)

F. REHAB INFORMATION

3. Rehabilitation Credit Information

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

**G. NONPROFIT INVOLVEMENT**

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

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

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

- |             |    |   |
|-------------|----|---|
| <u>TRUE</u> | a. | Be authorized to do business in Virginia.   |
| <u>TRUE</u> | b. | Be substantially based or active in the community of the development.   |
| <u>TRUE</u> | c. | Materially participate in the development and operation of the development throughout the compliance period (i.e., regular, continuous and substantial involvement) in the operation of the development throughout the Compliance Period. |
| <u>TRUE</u> | d. | Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest.  |
| <u>TRUE</u> | e. | Not be affiliated with or controlled by a for-profit organization.  |
| <u>TRUE</u> | f. | Not have been formed for the principal purpose of competition in the Non Profit Pool.   |
| <u>TRUE</u> | 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..... TRUE (If false, go on 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..... TRUE

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is:

▶ Applicant

Name: Judeo-Christian Outreach Center, Inc.

Contact Person: Todd Walker

Street Address: 1053 Virginia Beach Boulevard

City: Virginia Beach

State: ▶ VA

Zip: 23451

Phone: (757) 491-2846

Contact Email: twalker@jcoc.org

G. NONPROFIT INVOLVEMENT

D. Percentage of Nonprofit Ownership (All nonprofit applicants):  
Specify the nonprofit entity's percentage ownership of the general partnership interest: 100.0%

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: Judeo-Christian Outreach Center, Inc.

or indicate true if Local Housing Authority FALSE  
Name of Local Housing Authority

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

Action: Provide Homeownership Plan (TAB N)

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

**H. STRUCTURE AND UNITS INFORMATION****1. General Information**

a. Total number of <b>all</b> units in development	<u>38</u>	bedrooms	<u>38</u>
Total number of <b>rental</b> units in development	<u>38</u>	bedrooms	<u>38</u>
Number of low-income rental units	<u>38</u>	bedrooms	<u>38</u>
Percentage of rental units designated low-income	<u>100.00%</u>		
b. Number of new units:.....	<u>38</u>	bedrooms	<u>38</u>
Number of adaptive reuse units: .....	<u>0</u>	bedrooms	<u>0</u>
Number of rehab units:.....	<u>0</u>	bedrooms	<u>0</u>
c. If any, indicate number of planned exempt units (included in total of all units in development).....			<u>0</u>
d. Total Floor Area For The Entire Development.....			<u>22,398.34</u> (Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			<u>881.89</u> (Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			<u>0.00</u>
g. Total Usable Residential Heated Area.....			<u>21,516.45</u> (Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....			<u>100.00%</u>
i. Exact area of site in acres .....	<u>0.935</u>		
j. Locality has approved a final site plan or plan of development.....			<u>FALSE</u>
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.....			<u>FALSE</u>

**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	566.22	SF	38	38
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	0.00	SF	0	0
2BR Garden	0.00	SF	0	0
3BR Garden	0.00	SF	0	0
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			38	38

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)..... 1
- b. Age of Structure:..... 0 years
- c. Number of stories:..... 3
- d. The development is a scattered site development..... FALSE

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

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

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

TRUE

If true, # of Elevators.

1

Elevator Type (if known)

i. Roof Type

▶ Flat

j. Construction Type

▶ Frame

k. Primary Exterior Finish

▶ Combination

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

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

l. Describe Community Facilities:

Office, Service, Management spaces, cafeteria/kitchen

m. Number of Proposed Parking Spaces

24

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



**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	3.00%
Project Wide Capture Rate - Market Units	N/A
Project Wide Capture Rate - All Units	3.00%
Project Wide Absorption Period (Months)	3

**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:**

- |        |  |
|--------|--|
| TRUE   | a. A community/meeting room with a minimum of 749 square feet is provided.   |
| 21.92% | b1. Percentage of brick covering the exterior walls.   |
| 78.08% | b2. Percentage of other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations. |
| FALSE  | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).  |
| FALSE  | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.  |
| FALSE  | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.  |
|        | f. <i>Not applicable for 2022 Cycles</i>   |
| FALSE  | g. Each unit is provided free individual high speed internet access.   |
| or     |  |
| TRUE   | h. Each unit is provided free individual WiFi access.  |
| TRUE   | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.   |
| or     |  |
| FALSE  | j. Full bath fans are equipped with a humidistat.  |
| TRUE   | k. Cooking surfaces are equipped with fire prevention features   |
| or     |  |
| FALSE  | l. Cooking surfaces are equipped with fire suppression features.   |
| FALSE  | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.   |
| or     |  |
| TRUE   | n. All Construction types: each unit is equipped with a permanent dehumidification system.   |
| TRUE   | o. All interior doors within units are solid core.   |
| TRUE   | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.   |
| TRUE   | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.   |
|        | r. <i>Not applicable for 2022 Cycles</i>   |

**J. ENHANCEMENTS**

- FALSE** s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

**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:

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

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

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

- |             |                                     |              |                         |
|-------------|-------------------------------------|--------------|-------------------------|
| <b>TRUE</b> | Zero Energy Ready Home Requirements | <b>FALSE</b> | 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.
- 38** b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:

100% of Total Rental Units

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

If not, please explain:



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

**I. UTILITIES**

## 1. Utilities Types:

a. Heating Type	Heat Pump
b. Cooking Type	Electric
c. AC Type	Central Air
d. Hot Water Type	Gas

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

Water?	TRUE	Heat?	TRUE
Hot Water?	TRUE	AC?	TRUE
Lighting/ Electric?	TRUE	Sewer?	TRUE
Cooking?	TRUE	Trash Removal?	TRUE

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	0	0	0	0
Air Conditioning	0	0	0	0	0
Cooking	0	0	0	0	0
Lighting	0	0	0	0	0
Hot Water	0	0	0	0	0
Water	0	0	0	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$0	\$0	\$0	\$0

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

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

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

**K. SPECIAL HOUSING NEEDS**

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

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

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

**TRUE**

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

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

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

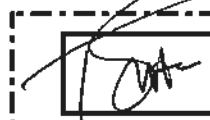
Documentation from source of assistance must be provided with the application.

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

**FALSE**

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

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



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

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

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

**FALSE**

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

**FALSE**

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

**TRUE**

Supportive Housing (as described in the Tax Credit Manual)

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

**K. SPECIAL HOUSING NEEDS**

- b. The development has existing tenants and a relocation plan has been developed..... **FALSE**

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

**Action:** Provide Relocation Plan and Unit Delivery Schedule **(Mandatory if tenants are displaced - 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: **City of Virginia Beach**

Contact person: **Ruth Hill**

Title: **Director of Housing**

Phone Number: **(757) 385-3111**

**Action:** Provide required notification documentation **(TAB L)**

- b. Leasing preference will be given to individuals and families with children..... **FALSE**

(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: **0**

% of total Low Income Units **0%**

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

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

**3. Target Population Leasing Preference**

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

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

First Name: **Todd**

Last Name: **Walker**



**K. SPECIAL HOUSING NEEDS**

Phone Number: (757) 491-2846

Email: twalker@jcoc.org

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

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

**FALSE** Rental Assistance Demonstration (RAD) or other PHA conversion to based rental assistance.**FALSE** Section 8 New Construction Substantial Rehabilitation**FALSE** Section 8 Moderate Rehabilitation**FALSE** Section 8 Certificates**TRUE** Section 8 Project Based Assistance**FALSE** RD 515 Rental Assistance**FALSE** Section 8 Vouchers

\*Administering Organization:

**FALSE** State Assistance

\*Administering Organization:

**FALSE** Other:

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

**FALSE**

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

**0**

d. Number of units receiving assistance:

**38**

How many years in rental assistance contract?

**15.00**

Expiration date of contract:

**12/31/2037**

There is an Option to Renew.....

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

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

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

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

Income Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
6	15.79%	40% Area Median	240%
13	34.21%	50% Area Median	650%
19	50.00%	60% Area Median	1140%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
38	100.00%	<b>Total</b>	53.42%

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
6	15.79%	40% Area Median	240%
13	34.21%	50% Area Median	650%
19	50.00%	60% Area Median	1140%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
38	100.00%	<b>Total</b>	53.42%

**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	Efficiency	40% AMI	6	6	239.32	\$993.00	\$5,958
Mix 2	Efficiency	50% AMI	13		239.32	\$993.00	\$12,909
Mix 3	Efficiency	60% AMI	19		239.32	\$993.00	\$18,867
Mix 4							\$0
Mix 5							\$0
Mix 6							\$0
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0



## L. UNIT DETAILS

Mix 16									\$0
Mix 17									\$0
Mix 18									\$0
Mix 19									\$0
Mix 20									\$0
Mix 21									\$0
Mix 22									\$0
Mix 23									\$0
Mix 24									\$0
Mix 25									\$0
Mix 26									\$0
Mix 27									\$0
Mix 28									\$0
Mix 29									\$0
Mix 30									\$0
Mix 31									\$0
Mix 32									\$0
Mix 33									\$0
Mix 34									\$0
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Mix 63									\$0
Mix 64									\$0
Mix 65									\$0
Mix 66									\$0
Mix 67									\$0
Mix 68									\$0
Mix 69									\$0
Mix 70									\$0



**L. UNIT DETAILS**

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
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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>			38	6			\$37,734

<b>Total Units</b>	<b>38</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>9,094.16</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>9,094.16</b>

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

**M. OPERATING EXPENSES****Administrative:****Use Whole Numbers Only!**

1. Advertising/Marketing			\$1,200
2. Office Salaries			\$0
3. Office Supplies			\$1,000
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$28,000
6.65% of EGI	\$736.84	Per Unit	
6. Manager Salaries			\$50,000
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$400
9. Auditing			\$4,000
10. Bookkeeping/Accounting Fees			\$1,500
11. Telephone & Answering Service			\$5,000
12. Tax Credit Monitoring Fee			\$760
13. Miscellaneous Administrative			\$20,000
<b>Total Administrative</b>			<b>\$111,860</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$35,000
16. Water			\$15,000
17. Gas			\$0
18. Sewer			\$1,500
<b>Total Utility</b>			<b>\$51,500</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$1,200
21. Janitor/Cleaning Contract			\$1,700
22. Exterminating			\$2,500
23. Trash Removal			\$5,500
24. Security Payroll/Contract			\$6,000
25. Grounds Payroll			\$5,000
26. Grounds Supplies			\$1,000
27. Grounds Contract			\$4,500
28. Maintenance/Repairs Payroll			\$30,000
29. Repairs/Material			\$2,200
30. Repairs Contract			\$2,300
31. Elevator Maintenance/Contract			\$7,000
32. Heating/Cooling Repairs & Maintenance			\$5,500
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$1,000
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$350
37. Miscellaneous			\$6,000
<b>Totals Operating &amp; Maintenance</b>			<b>\$81,750</b>

**M. OPERATING EXPENSES****Taxes & Insurance**

38. Real Estate Taxes	\$24,000
39. Payroll Taxes	\$13,000
40. Miscellaneous Taxes/Licenses/Permits	\$500
41. Property & Liability Insurance	\$26,000
42. Fidelity Bond	\$100
43. Workman's Compensation	\$2,000
44. Health Insurance & Employee Benefits	\$10,000
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$75,600</b>

<b>Total Operating Expense</b>	<b>\$320,710</b>
--------------------------------	------------------

<b>Total Operating Expenses Per Unit</b>	<b>\$8,440</b>	<b>C. Total Operating Expenses as % of EGI</b>	<b>76.16%</b>
--	----------------	--	---------------

<b>Replacement Reserves</b> (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	<b>\$11,400</b>
---	-----------------

<b>Total Expenses</b>	<b>\$332,110</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		
b. Site Acquisition	11/15/2022	Todd Walker
c. Zoning Approval	7/17/2020	Todd Walker
d. Site Plan Approval	11/1/2022	Nicole Weisstanner
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	11/1/2022	Todd Walker
ii. Conditional Commitment	2/1/2023	Todd Walker
iii. Firm Commitment	2/1/2023	Todd Walker
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	8/1/2022	Todd Walker
ii. Conditional Commitment	2/1/2022	Todd Walker
iii. Firm Commitment	2/1/2022	
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	10/30/2022	Todd Walker
ii. Conditional Commitment	2/1/2023	Todd Walker
iii. Firm Commitment	2/1/2023	Todd Walker
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	3/9/2022	Virginia Thumm
ii. Application		
iii. Award/Commitment	3/9/2022	Virginia Thumm
<b>2. Formation of Owner</b>	1/24/2022	Peter Henderer
<b>3. IRS Approval of Nonprofit Status</b>	4/25/1988	
<b>4. Closing and Transfer of Property to Owner</b>	10/30/2022	Todd Walker
<b>5. Plans and Specifications, Working Drawings</b>	3/10/2022	Jordan Smith
<b>6. Building Permit Issued by Local Government</b>	11/1/2022	Nicole Weisstanner
<b>7. Start Construction</b>	3/1/2023	Todd Walker
<b>8. Begin Lease-up</b>	3/1/2024	Todd Walker
<b>9. Complete Construction</b>	3/1/2024	Todd Walker
<b>10. Complete Lease-Up</b>	6/1/2024	Todd Walker
<b>11. Credit Placed in Service Date</b>	6/1/2024	Todd Walker

**O. PROJECT BUDGET - HARD COSTS****Cost/Basis/Maximum Allowable Credit**

Complete cost column and basis column(s) as appropriate

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

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

<b>Must Use Whole Numbers Only!</b>		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
Item	(A) Cost	"30% Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	5,076,067	0	0	5,076,067
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	5,076,067	0	0	5,076,067
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	363,202	0	0	363,202
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	89,282	0	0	0
p. Site Work	0	0	0	0
q. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	452,484	0	0	363,202
<b>Total Structure and Land</b>	5,528,551	0	0	5,439,269
r. General Requirements	331,713	0	0	331,713
s. Builder's Overhead ( 2.0% Contract)	110,571	0	0	110,571
t. Builder's Profit ( 2.0% Contract)	112,657	0	0	112,657
u. Bonds	50,806	0	0	50,806
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: Internet Infrastructure	21,000	0	0	21,000
z. Other 2:	0	0	0	0
aa. Other 3:	0	0	0	0
<b>Contractor Costs</b>	\$6,155,298	\$0	\$0	\$6,066,016

**O. PROJECT BUDGET - OWNER COSTS**

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

MUST USE WHOLE NUMBERS ONLY! Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	0	0	0	0
b. Architecture/Engineering Design Fee \$4,211 /Unit)	160,000	0	0	160,000
c. Architecture Supervision Fee \$1,184 /Unit)	45,000	0	0	45,000
d. Tap Fees	135,000	0	0	135,000
e. Environmental	8,000	0	0	8,000
f. Soil Borings	5,000	0	0	5,000
g. Green Building (Earthcraft, LEED, etc.)	25,000	0	0	25,000
h. Appraisal	6,000	0	0	6,000
i. Market Study	3,750	0	0	3,750
j. Site Engineering / Survey	44,540	0	0	44,540
k. Construction/Development Mgt	100,000	0	0	100,000
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	60,000	0	0	60,000
n. Construction Interest ( 0.0% for 0 months)	190,000	0	0	190,000
o. Taxes During Construction	15,000	0	0	15,000
p. Insurance During Construction	40,000	0	0	40,000
q. Permanent Loan Fee ( 0.0% )	20,000	0	0	0
r. Other Permanent Loan Fees	5,000	0	0	0
s. Letter of Credit	15,000	0	0	15,000
t. Cost Certification Fee	10,000	0	0	0
u. Accounting	0	0	0	0
v. Title and Recording	40,000	0	0	10,200
w. Legal Fees for Closing	85,000	0	0	25,500
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	36,000			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	0	0	0	0
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	200,000	0	0	0
ad. Contingency	307,765	0	0	307,765
ae. Security	0	0	0	0
af. Utilities	0	0	0	0



**O. PROJECT BUDGET - OWNER COSTS**

ag. Servicing Reserve	0			
(1) Other* specify: Lease up Reserves	15,000	0	0	0
(2) Other* specify: GC Cost Cert	8,000	0	0	0
(3) Other* specify:	0	0	0	0
(4) Other* specify:	0	0	0	0
(5) Other * specify:	0	0	0	0
(6) Other* specify:	0	0	0	0
(7) Other* specify:	0	0	0	0
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$1,579,055	\$0	\$0	\$1,195,755
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	\$7,734,353	\$0	\$0	\$7,261,771
<b>3. Developer's Fees</b> <b>Action:</b> Provide Developer Fee Agreement (Tab A)	958,122	0	0	958,122
<b>4. Owner's Acquisition Costs</b>				
Land	0			
Existing Improvements	0	0		
Subtotal 4:	\$0	\$0		
<b>5. Total Development Costs</b> Subtotal 1+2+3+4:	\$8,692,475	\$0	\$0	\$8,219,893

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:**

**\$958,122**

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

\$388 **Meets Limits**  
\$476

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

\$228,749 **Meets Limits**  
\$513,262



# 2022 Low-Income Housing Tax Credit Application For Reservation

## P. ELIGIBLE BASIS CALCULATION

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	8,692,475	0	0	8,219,893

### 2. Reductions in Eligible Basis

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

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

0 0 8,219,893

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

a. For QCT or DDA (Eligible Basis x 30%)	0	2,465,968
<i>State Designated Basis Boosts:</i>		
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>	0	10,685,861

### 5. Applicable Fraction

100.00000% 100.00000% 100.00000%

### 6. Total Qualified Basis

(Eligible Basis x Applicable Fraction)

0 0 10,685,861

### 7. Applicable Percentage

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

9.00% 9.00% 9.00%

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

(Qualified Basis x Applicable Percentage)

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

\$0 \$0 \$961,727

\$961,727  
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. TBD				
2.				
3.				
Total Construction Funding:			\$0	

- 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	(Whole Numbers only)		Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
			Amount of Funds	Annual Debt Service Cost			
1. VHDA REACH			\$700,000	\$32,093	2.95%	35	35
2. DHCD ASNH			\$1,400,000	\$14,001	1.00%	1000	1000
3. City of VB HOME	11/8/2021	1/12/2022	\$500,000		0.00%	30	30
4. City ARPA	6/24/2021	2/16/2022	\$500,000		0.00%	30	30
5. DHCD PSH	11/12/2021	2/22/2022	\$100,000		0.00%	30	30
6. Hampton Roads PDC		3/9/2022	\$250,000		0.00%	30	30
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$3,450,000	\$46,094			

- 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. Fundraising		3/9/2022	\$615,000	Caroline Bott and Todd Walker
2.				
3.				
4.				
5.				
6.				
Total Permanent Grants:			\$615,000	

**Q. SOURCES OF FUNDS****4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.	City of VB HOME	1/12/2022	\$500,000
2.	City ARPA	2/16/2022	\$500,000
3.	Fundraising	3/9/2022	\$433,712
4.	Donated value of land	3/1/2022	\$206,300
5.	DHCD PSH	2/22/2022	\$100,000
Total Subsidized Funding			\$1,740,012

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

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$700,000
g.	HOME Funds	\$0
h.	Other:	\$0
	DHCD ASNH	
i.	Other:	\$1,500,000

Grants\*

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

Market-Rate Loans

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

Grants

c.	State	
d.	Local	
e.	Other:	\$615,000

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

**Q. SOURCES OF FUNDS****6. For Transactions Using Tax-Exempt Bonds Seeking 4% Credits:**

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

N/A

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

FALSE

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

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

a. TRUE

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

b. TRUE

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

c. FALSE

Other

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

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	\$277,478	(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** \$277,478

**2. Equity Gap Calculation**

a. Total Development Cost		\$8,692,475
b. Total of Permanent Funding, Grants and Equity	-	\$4,342,478
c. Equity Gap		\$4,349,997
d. Developer Equity	-	(\$49,563)
e. Equity gap to be funded with low-income tax credit proceeds		\$4,399,560

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

a. Actual or Anticipated Name of Syndicator:	VCDC		
Contact Person:	Steve Bleile	Phone:	(804) 343-1200
Street Address:	1840 W Broad Street Ste 200		
City:	Richmond	State:	Zip: 23220

**b. Syndication Equity**

i. Anticipated Annual Credits	\$500,000.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.880
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$50,000
v. Net credit amount anticipated by user of credits	\$499,950
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$4,399,560

c. Syndication:	Private
d. Investors:	Corporate

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$4,349,560

**5. Net Equity Factor**

Must be equal to or greater than 85% 86.9998999900%

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			\$8,692,475
2. Less Total of Permanent Funding, Grants and Equity	-		\$4,342,478
3. Equals Equity Gap			\$4,349,997
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)			86.9998999900%
5. Equals Ten-Year Credit Amount Needed to Fund Gap			\$5,000,003
Divided by ten years			10
6. Equals Annual Tax Credit Required to Fund the Equity Gap			\$500,000
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)			\$961,727
8. Requested Credit Amount		For 30% PV Credit:	\$0
		For 70% PV Credit:	\$500,000
Credit per LI Units	\$13,157.8947	<b>Combined 30% &amp; 70% PV Credit Requested</b>	
Credit per LI Bedroom	\$13,157.8947		
			\$500,000

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	\$37,734
Plus Other Income Source (list): <u>Laundry</u>	\$0
Equals Total Monthly Income:	\$37,734
Twelve Months	x12
Equals Annual Gross Potential Income	\$452,808
Less Vacancy Allowance <u>7.0%</u>	\$31,697
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>	<b>\$421,111</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): <u></u>	\$0
Equals Total Monthly Income:	\$0
Twelve Months	x12
Equals Annual Gross Potential Income	\$0
Less Vacancy Allowance <u>0.0%</u>	\$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	\$421,111
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$421,111
d. Total Expenses	\$332,110
e. Net Operating Income	\$89,001
f. Total Annual Debt Service	\$46,094
g. Cash Flow Available for Distribution	\$42,907



**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	421,111	429,534	438,124	446,887	455,825
Less Oper. Expenses	332,110	342,073	352,335	362,906	373,793
Net Income	89,001	87,460	85,789	83,981	82,032
Less Debt Service	46,094	46,094	46,094	46,094	46,094
Cash Flow	42,907	41,366	39,695	37,887	35,938
Debt Coverage Ratio	1.93	1.90	1.86	1.82	1.78

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	464,941	474,240	483,725	493,399	503,267
Less Oper. Expenses	385,007	396,557	408,453	420,707	433,328
Net Income	79,935	77,683	75,271	72,692	69,939
Less Debt Service	46,094	46,094	46,094	46,094	46,094
Cash Flow	33,841	31,589	29,177	26,598	23,845
Debt Coverage Ratio	1.73	1.69	1.63	1.58	1.52

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	513,332	523,599	534,071	544,753	555,648
Less Oper. Expenses	446,328	459,718	473,509	487,715	502,346
Net Income	67,004	63,881	60,562	57,038	53,301
Less Debt Service	46,094	46,094	46,094	46,094	46,094
Cash Flow	20,910	17,787	14,468	10,944	7,207
Debt Coverage Ratio	1.45	1.39	1.31	1.24	1.16

Estimated Annual Percentage Increase in Revenue 2.00% (Must be  $\leq$  2%)

Estimated Annual Percentage Increase in Expenses 3.00% (Must be  $\geq$  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:

1

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

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit				
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	
1.		38		1053 Virginia Beach Boulevard		Virginia Beach	VA	23451				\$0				\$0	\$10,685,861	06/01/24	9.00%	\$961,727	
2.												\$0				\$0				\$0	
3.												\$0				\$0				\$0	
4.												\$0				\$0				\$0	
5.												\$0				\$0				\$0	
6.												\$0				\$0				\$0	
7.												\$0				\$0				\$0	
8.												\$0				\$0				\$0	
9.												\$0				\$0				\$0	
10.												\$0				\$0				\$0	
11.												\$0				\$0				\$0	
12.												\$0				\$0				\$0	
13.												\$0				\$0				\$0	
14.												\$0				\$0				\$0	
15.												\$0				\$0				\$0	
16.												\$0				\$0				\$0	
17.												\$0				\$0				\$0	
18.												\$0				\$0				\$0	
19.												\$0				\$0				\$0	
20.												\$0				\$0				\$0	
21.												\$0				\$0				\$0	
22.												\$0				\$0				\$0	
23.												\$0				\$0				\$0	
24.												\$0				\$0				\$0	
25.												\$0				\$0				\$0	
26.												\$0				\$0				\$0	
27.												\$0				\$0				\$0	
28.												\$0				\$0				\$0	
29.												\$0				\$0				\$0	
30.												\$0				\$0				\$0	
31.												\$0				\$0				\$0	
32.												\$0				\$0				\$0	
33.												\$0				\$0				\$0	
34.												\$0				\$0				\$0	
35.												\$0				\$0				\$0	
38		0 If development has more than 35 buildings, contact Virginia Housing.																			
		Totals from all buildings								\$0				\$0				\$10,685,861			
										\$0				\$0				\$961,727			

Number of BINS:

1

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**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 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: JCOC 3H Housing, LLC

By: JCOC 3H Housing Managing Member, Inc.,  
its Managing Member

By:

Its: Todd Walker, President

(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:  
Virginia License#:  
Architecture Firm or Company:

Thomas F. Smith

0401010944

TS3 Architects PC

By: 

Its:



(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:**

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

**Included****Score**

Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y, N, N/A	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0

Total: 0.00

**1. READINESS:**

- a. Virginia Housing notification letter to CEO (via Locality Notification Information App)
- b. Local CEO Opposition Letter
- c. Plan of development < no points offered in Cycle 2022 >
- d. Location in a revitalization area based on Qualified Census Tract
- e. Location in a revitalization area with resolution
- f. Location in a Opportunity Zone

Y	0 or -50	0.00
N	0 or -25	0.00
N/A	0 pts for 2022	0.00
N	0 or 10	0.00
Y	0 or 15	15.00
N	0 or 15	0.00

Total: 15.00

**2. HOUSING NEEDS CHARACTERISTICS:**

- a. Sec 8 or PHA waiting list preference
- b. Existing RD, HUD Section 8 or 236 program
- c. Subsidized funding commitments
- d. Tax abatement on increase of property's value
- e. New project based rental subsidy (HUD or RD)
- f. Census tract with <12% poverty rate
- g. Development provided priority letter from Rural Development
- h. Dev. located in area with increasing rent burdened population

N	0 or up to 5	0.00
N	0 or 20	0.00
20.02%	Up to 40	40.00
Y	0 or 5	5.00
Y	0 or 10	10.00
0%	0, 20, 25 or 30	0.00
N	0 or 15	0.00
Y	Up to 20	20.00

Total: 75.00

## 3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			63.77
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 50	50.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
e. Development will be Green Certified	Y	0 or 10	10.00
f. Units constructed to meet Virginia Housing's Universal Design standards	100%	Up to 15	15.00
g. Developments with less than 100 low income units	Y	up to 20	20.00
h. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			168.77

## 4. TENANT POPULATION CHARACTERISTICS:

4. TENANT POPULATION CHARACTERISTICS:		Locality AMI	State AMI			
		\$84,500	\$59,700			
a. Less than or equal to 20% of units having 1 or less bedrooms		N	0 or 15		0.00	
b. <plus> Percent of Low Income units with 3 or more bedrooms		0.00%	Up to 15		0.00	
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)		15.79%	Up to 10		10.00	
e. Units with rent and income at or below 50% of AMI		50.00%	Up to 50		50.00	
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI		50.00%	Up to 25		0.00	
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI		50.00%	Up to 50		0.00	
		Total:			60.00	

## 5. SPONSOR CHARACTERISTICS:

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

## 6. EFFICIENT USE OF RESOURCES:

a. Credit per unit	Up to 200	160.03
b. Cost per unit	Up to 100	100.00
Total:		260.03

## 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:			70.00

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

**TOTAL SCORE: 648.80**





**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	28.77
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	0.00
h. Each unit provided free individual WiFi	12	12.00
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. N/A for 2022	0	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>63.77</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>63.77</u></b>

X.

Development Summary

Summary Information

2022 Low-Income Housing Tax Credit Application For Reservation

Deal Name:

JCOC 3H Housing

Cycle Type:

9% Tax Credits

Allocation Type:

New Construction

Total Units

38

Total LI Units

38

Project Gross Sq Ft:

22,398.34

Green Certified?

TRUE

Requested Credit Amount:

\$500,000

Jurisdiction:

Virginia Beach City

Population Target:

General

Owner Contact:

Todd Walker

Total Score

648.80

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$3,450,000	\$90,789	\$154	\$46,094
Grants	\$615,000	\$16,184		
Subsidized Funding	\$1,740,012	\$45,790		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$5,528,551	\$145,488	\$247	63.60%
General Req/Overhead/Profit	\$554,941	\$14,604	\$25	6.38%
Other Contract Costs	\$71,806	\$1,890	\$3	0.83%
Owner Costs	\$1,579,055	\$41,554	\$70	18.17%
Acquisition	\$0	\$0	\$0	0.00%
Developer Fee	\$958,122	\$25,214	\$43	11.02%
Total Uses	\$8,692,475	\$228,749		

Income		
Gross Potential Income - LI Units		\$452,808
Gross Potential Income - Mkt Units		\$0
Subtotal		\$452,808
Less Vacancy %	7.00%	\$31,697
Effective Gross Income		\$421,111

Rental Assistance?

TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$111,860	\$2,944
Utilities	\$51,500	\$1,355
Operating & Maintenance	\$81,750	\$2,151
Taxes & Insurance	\$75,600	\$1,989
Total Operating Expenses	\$320,710	\$8,440
Replacement Reserves	\$11,400	\$300
Total Expenses	\$332,110	\$8,740

Cash Flow	
EGI	\$421,111
Total Expenses	\$332,110
Net Income	\$89,001
Debt Service	\$46,094
Debt Coverage Ratio (YR1):	1.93

Total Development Costs	
Total Improvements	\$7,734,353
Land Acquisition	\$0
Developer Fee	\$958,122
Total Development Costs	\$8,692,475

Proposed Cost Limit/Sq Ft:

\$388

Applicable Cost Limit/Sq Ft:

\$476

Proposed Cost Limit/Unit:

\$228,749

Applicable Cost Limit/Unit:

\$513,262

Unit Breakdown	
Supp Hsg	38
# of Eff	0
# of 1BR	0
# of 2BR	0
# of 3BR	0
# of 4+ BR	0
Total Units	38

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	6	6
50% AMI	13	13
60% AMI	19	19
>60% AMI	0	0
Market	0	0

Income Averaging?

FALSE

Extended Use Restriction?

30

## i. Efficient Use of Resources

### Credit Points for 9% Credits:

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

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

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

Combined Max	\$961,727
Credit Requested	\$500,000
% of Savings	48.01%
Sliding Scale Points	160.03

4% Deals EUR Points 0.00
-----------------------------

### Cost Points:

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

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

Total Costs Less Acquisition	\$8,692,475
Total Square Feet	22,398.34
Proposed Cost per SqFt	\$388.09
Applicable Cost Limit per Sq Ft	\$476.00
% of Savings	18.47%
Total Units	38
Proposed Cost per Unit	\$228,749
Applicable Cost Limit per Unit	\$513,262
% of Savings	55.43%
Max % of Savings	55.43%
Sliding Scale Points	100.00

\$ /SF = **\$388.42**Credits/SF = **23.238034**

Const \$/unit =

**\$161,981.53**

TYPE OF PROJECT

GENERAL = 11000; ELDERLY = 12000

LOCATION

Inner-NVA=100; Outer-NV=200; NWN=300; Rich=400; Tid=500; Balance=600

TYPE OF CONSTRUCTION

N C=1; ADPT=2; REHAB(35,000+)=3; REHAB\*(10,000-35,000)=4

**11000****500****1****500****1**

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

	GENERAL	Elderly					
	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
AVG UNIT SIZE	566.22	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	38	0	0	0	0	0	0
PARAMETER-(CREDITS>=35,000)	26,681	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS>=50,000)	26,681	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	26,681	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	13,158	0	0	0	0	0	0
CREDIT PER UNIT POINTS	101.37	0.00	0.00	0.00	0.00	0.00	0.00

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS>=35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS>=50,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	0	0	0	0	0	0
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

TOTAL CREDIT PER UNIT POINTS

**0.00**

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

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Credit Parameter - low rise	26,681	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Credit Parameter	26,681	0	0	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	0	0	0	0	0	0

Northern Virginia Beltway

(Rehab costs \$10,000-\$50,000)

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Credit Parameter - low rise	26,681	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	26,681	0	0	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0	0

# **Tab A:**

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

**OPERATING AGREEMENT**

**OF**

**JCOC 3H Housing, LLC,  
A VIRGINIA LIMITED LIABILITY COMPANY**

**Dated as of February 11, 2022**



**OPERATING AGREEMENT  
OF  
JCOC 3H Housing, LLC**

THIS OPERATING AGREEMENT (this "Agreement"), dated as of February 11, 2022, by JCOC 3H Housing Managing Member, Inc. (the "Sole Member"), provides as follows:

1. **FORMATION.** JCOC 3H Housing, LLC (the "Company") was formed as a Virginia limited liability company under the provisions of Chapter 12 of Title 13.1 of the Code of Virginia of 1950, as amended (the "Act"), pursuant to the Articles of Organization dated January 24, 2022 (the "Articles"). A certificate of organization was issued by the State Corporation Commission of Virginia with respect to the Articles on January 24, 2022.

2. **NAME AND PLACE OF BUSINESS.** The business of the Company shall be conducted under the name of JCOC 3H Housing, LLC. The principal office of the Company shall be 1053 Virginia Beach Blvd, Virginia Beach, VA 23451. The principal office of the Company may be changed by the Sole Member at any time and from time to time, in its discretion.

3. **PURPOSES.** The principal purpose of the Company is to own certain land and in the City of Richmond, Virginia, on or about 1053 Virginia Beach Blvd, Virginia Beach, VA 23451 (the "Property"), and to own and develop the Property and to maintain and operate thereon a mixed-use project containing office, complex (the "Apartment Complex"). The company may engage in any other lawful business as determined from time to time by the Sole Member.

4. **MEMBERS.** JCOC 3H Housing Managing Member, Inc. shall serve as the Sole Member. It has an address of 1053 Virginia Beach Blvd, Virginia Beach, VA 23451.

5. **MEMBER'S CAPITAL CONTRIBUTIONS.** Upon execution of this Agreement, the Sole Member shall make the capital contribution set forth beside its name on Exhibit A attached hereto as its initial capital contribution in exchange for its membership interest in the Company. The Members shall not be required to make any further capital contributions, except as required in writing by the Members owning a majority of the membership interests.

6. **VOTING POWERS, MEETINGS, ETC. OF MEMBERS.**

6.01 **In General.** The Members shall not be entitled to participate in the day-to-day affairs and management of the Company, but instead, the Members' right to vote or otherwise participate with respect to matters relating to the Company shall be limited to those matters as to which the express terms of the Act, the Articles, or this Operating Agreement vest in the Members the right to so vote or otherwise participate.

## 6.02 Actions Requiring Approval of Members.

(a) Notwithstanding any other provision of this Operating Agreement, the approval of the Members shall be required in order for any of the following actions to be taken on behalf of the Company:

- (1) Amending the Articles in any manner that materially alters the preferences, privileges or relative rights of the Members.
- (2) Electing the Managers as provided in Article 7 hereof.
- (3) Taking any action that would make it impossible to carry on the ordinary business of the Company.
- (4) Confessing a judgment against the Company in excess of \$25,000.
- (5) Filing or consenting to filing a petition for or against the Company under any federal or state bankruptcy, insolvency or reorganization act.
- (6) Loaning Company funds in excess of \$25,000, or for a term in excess of one year, to any Member.

(b) Unless the express terms of this Operating Agreement specifically provide otherwise, the affirmative vote of a majority of the voting membership interests shall be necessary and sufficient in order to approve or consent to any of the matters set forth in Section 6.02(a) above or any other matters in this Operating Agreement that require the approval or consent of the Members.

6.03 Action by Members. In exercising their rights as provided above, the Members shall act collectively through meetings and/or written consents as provided in this Article.

6.04 Annual Meetings. The Members shall meet annually in the first Tuesday in January at 4:00 p.m. or at such other time as shall be determined by the Managers, or if there are no Managers, by the Members, for the purpose of the transaction of such business as may come properly before the meeting.

6.05 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Managers, and shall be called by the Managers at the request of any Member.

6.06 Action by Written Consent. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if one or more written consents to such action are signed by the Members who are entitled to vote on the matter set forth in the consents and who constitute the requisite Voting Membership Interests necessary

for adoption or approval of such matter on behalf of the Company. By way of example and not limitation, a majority of the Voting Membership Interests may take action as to any matter specified in Section 6.02 hereof by signing one or more written consents approving such action, without obtaining signed written consents from any other Members. Such consent or consents shall be filed with the minutes of the meetings of the Members. Action taken under this Section 6.06 shall be effective when the requisite Members have signed the consent or consents, unless the consent or consents specify a different effective date.

## 7. **MANAGERS.**

7.01 Powers of Manager. Except as expressly provided otherwise in the Act, the Articles or this Operating Agreement, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed by, one or more Managers. The powers so exercised shall include but not be limited to the following:

(a) Entering into, making and performing contracts, agreements and other undertakings binding the Company that may be necessary, appropriate or advisable in furtherance of the purposes of the Company.

(b) Opening and maintaining bank accounts, investment accounts and other arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements. Company funds shall not be commingled with funds from other sources and shall be used solely for the business of the Company.

(c) Collecting funds due to the Company.

(d) Acquiring, utilizing for the Company's purposes, maintaining and disposing of any assets of the Company.

(e) To the extent that funds of the Company are available therefor, paying debts and obligations of the Company.

(f) Borrowing money or otherwise committing the credit of the Company for Company activities, and voluntarily prepaying or extending any such borrowings.

(g) Employing from time to time persons, firms or corporations for the operation and management of various aspects of the Company's business, including, without limitation, managing agents, contractors, subcontractors, architects, engineers, laborers, suppliers, accountants and attorneys on such terms and for such compensation as the Managers shall determine, notwithstanding the fact that the Managers or any Member may have a financial interest in such firms or corporations.

(h) Making elections available to the Company under the Code.



(i) Obtaining general liability, property and other insurance for the Company, as the Managers deem proper.

(j) Taking such actions as may be directed by the Members in furtherance of their approval of any matter set forth in Section 6.02 hereof.

(k) Doing and performing all such things and executing, acknowledging and delivering any and all such instruments as may be in furtherance of the Company's purposes and necessary and appropriate to the conduct of its business.

7.02 Election of Manager. The Members hereby unanimously elect JCOC 3H Housing Managing Member, Inc. to serve as Manager of the Company, to serve until its successor shall be duly elected and qualify. JCOC 3H Housing Managing Member, Inc. shall be known as the "Managing Member".

7.03 Action by One Manager When There are Two or More Managers. Unless otherwise expressly provided by the Act, the Articles, or the terms of this Operating Agreement, when there are two or more Managers elected by the Members, any one of the Managers may act on behalf of the Company to exercise any of the powers of a Manager conferred by Section 7.01 hereof. Notwithstanding the foregoing, when a Manager has so acted on behalf of the Company, he or she must provide notice of his or her action on behalf of the Company to every other duly elected Manager.

7.04 Single Manager. If at any time there is only one person or entity serving as a Manager, such Manager shall be entitled to exercise all powers of the Managers set forth in this Section, and all references in this Section and otherwise in this Operating Agreement to "Managers" shall be deemed to refer to such single Manager.

7.05 Reliance by Other Persons. Any person dealing with the Company, other than a Member, may rely on the authority of a particular Manager or Managers in taking any action in the name of the Company, if such Manager or Managers provide to such person a copy of the applicable provision of this Operating Agreement and/or the resolution or written consent of the Managers or Members granting such authority, certified in writing by such Manager or Managers to be genuine and correct and not to have been revoked, superseded or otherwise amended.

7.06 Manager's Expenses and Fees. A Manager shall be entitled, but not required, to receive a reasonable salary for services rendered on behalf of the Company or in his capacity as a Manager. The amount of such salary shall be determined by the Managers and consented to by the Members, which consent shall not be unreasonably withheld. The Company shall reimburse any Manager for reasonable out-of-pocket expenses which were or are incurred by the Manager on behalf of the Company with respect to the start-up or operation of the Company, the on-going conduct of the Company's business, or the dissolution and winding up of the Company and its business.

7.07 Indemnification. The Company shall indemnify each Manager, whether serving the Company or, at its request, any other Entity, to the full extent permitted by the Act. The foregoing rights of indemnification shall not be exclusive of any other rights to which the Managers may be entitled. The Managers may, upon the approval of the Members, take such action as is necessary to carry out these indemnification provisions and may adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law.

7.08 Liability of Managers. So long as the Managers act in good faith with respect to the conduct of the business and affairs of the Company, no Manager shall be liable or accountable to the Company or to any of the Members, in damages or otherwise, for any error or judgment, for any mistake of fact or of law, or for any other act or thing which he may do or refrain from doing in connection with the business and affairs of the Company, except for willful misconduct or gross negligence or breach of fiduciary duty, and further except for breaches of contractual obligations or agreements between the Managers and the Company.

8. **GOVERNING LAW**. This Agreement, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Virginia, without reference to choice of law provisions.

9. **BOOKS AND RECORDS**. The Members shall, at the Company's sole cost and expense, keep adequate books of account of the Company wherein shall be recorded and reflected, in accordance with generally accepted accounting principles, all of the Capital Contributions and all of the income, expenses and transactions of the Company and a list of the names and addresses, and interests held by the Members and any additional members in alphabetical order. All funds of the Company shall be deposited in a separate bank account or accounts as shall be determined by the Manager. All withdrawals therefrom shall be made upon checks signed by any Manager of the Company.

10. **FULL AUTHORITY**. Each of the parties and signatories to this Agreement has the full right, power, legal capacity and authority to enter into and perform the parties' respective obligations hereunder, and no approvals or consents of any other person are necessary in connection herewith.

**IN WITNESS WHEREOF**, the undersigned, being the Members of the Company, hereby agree, acknowledge, and certify that the foregoing Operating Agreement constitutes the entire Operating Agreement of the Company, adopted as of the date first hereinabove mentioned.

**Sole Member:**

JCOC 3H Housing Managing Member, Inc.

By:



Todd Walker, President



**EXHIBIT A**

<b><u>MEMBER</u></b>	<b><u>PERCENTAGE INTEREST</u></b>	<b><u>CAPITAL CONTRIBUTION</u></b>
JCOC 3H Housing Managing Member, Inc.	100%	\$100.00
TOTAL:	<b><u>100%</u></b>	<b><u>\$100.00</u></b>



# JCOC 3H Housing Managing Member, Inc.

Incorporated Under the Laws of the Commonwealth of Virginia

**This Certifies that**

Judeo-Christian Outreach Center, Inc.

is the

registered holder of

--- One Hundred (100) ---

Shares

of common stock of JCOC 3H Housing Managing Member, Inc., par value \$1.00 per share, fully paid and non-assessable

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 11th day of February A.D. 2022

*[Signature]*

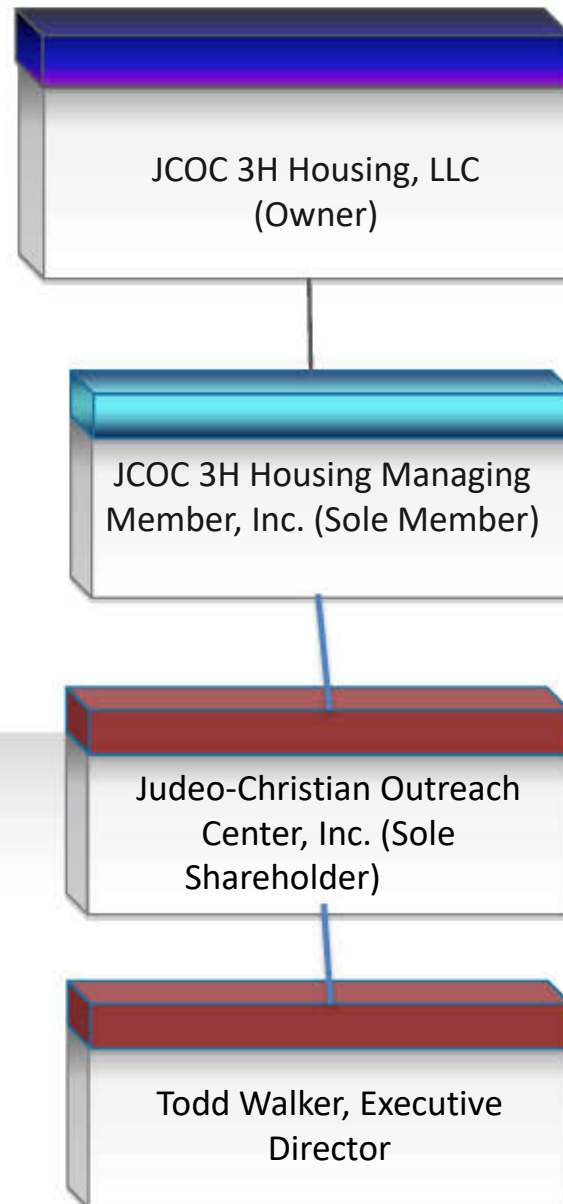
President



*[Signature]*

Secretary

## JCOC 3H HOUSING ORGANIZATIONAL CHART



## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") made as of \_\_\_\_\_ by and between JCOC 3H Housing, LLC, a Virginia limited liability company (the "Company"); and Judeo-Christian Outreach Center, Inc., a Virginia non-stock corporation (the "Developer").

### W I T N E S S E T H:

WHEREAS, the Company has been formed to develop, construct, own, maintain and operate certain property as low-income residential rental housing, to be known as JCOC 3H Housing, to be located at 1053 Virginia Beach Blvd, Virginia Beach, Virginia (the "Project"); and

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

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

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

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

#### Section 1. Development Services.

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

(b) The Developer's services shall be performed in the name and on behalf of the Company and shall consist of the duties set forth in subparagraphs (i)-(xiii) below of this Section 1(b) and as provided elsewhere in this Agreement; provided, however, that if the performance of any duty of the Developer set forth in this Agreement is beyond the reasonable control of the Developer, the Developer shall nonetheless be obligated to (i) use its best efforts to perform such duty and (ii) promptly notify the Company that the

performance of such duty is beyond its reasonable control. The Developer has performed or shall perform the following:

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

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

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

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

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

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

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

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

institutions providing funds for the benefit of the Company for the design or construction of any improvements;

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

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

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

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

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

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

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

(iv) Inspect the progress of the course of construction of the Project, including verification of the materials and labor being furnished to

and on such construction so as to be fully competent to approve or disapprove requests for payment made by the Project architect and the general contractor, or by any other parties with respect to the design or construction of the Project, and in addition to verify that the construction is being carried out substantially in accordance with the plans and specifications approved by the Company or, in the event construction is not being so carried out, to promptly notify the Company;

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

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

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

(viii) To the extent applicable to the construction of the Project, comply with all present and future laws, ordinances, orders, rules, regulations and requirements (hereinafter in this subparagraph (ix) called "laws") of all federal, state and municipal governments, courts, departments, commissions, boards and offices having jurisdiction over the



Project. Any such compliance undertaken by the Developer on behalf of and in the name of the Company, in accordance with the provisions of this Agreement, shall be at the Company's expense. The Developer shall likewise ensure that all agreements between the Company and independent contractors performing work in connection with the construction of the Project shall include the agreement of said independent contractors to comply with all such applicable laws;

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

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

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

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

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

Section 2. Limitations and Restrictions. Notwithstanding any provisions of this Agreement, the Developer shall not take any action, expend any sum, make any decision, give any consent, approval or authorization, or incur any obligation with respect to any of the following matters unless and until the same has been approved by the Company:



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

(b) Any proposed change in the work of the construction of the Project, or in the plans and specifications therefor as previously approved by the Company, or in the cost thereof, or any other change which would affect the design, cost, value or quality of the Project, except for such matters as may be expressly delegated in writing to the Developer by the Company;

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

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

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

Section 3. Accounts and Records.

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

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

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

Section 4. Obligation To Complete Construction.

The Developer shall complete the construction of the Project or cause the same to be completed in a good and workmanlike manner, free and clear of all mechanic's, materialmen's or similar liens, and shall equip the Project or cause the same to be equipped with all necessary and appropriate fixtures, equipment and articles of personal property, including refrigerators and ranges, provided for in the loan and other documents governing the development and operation of the Project and in the plans and specifications for the Project.

Section 5. Development Amount.

As a fee for its services in connection with the development of the Project and the supervision of the construction/rehabilitation of the Project as set forth in Section 1 and elsewhere in this Agreement, the Developer shall be paid an amount (the "Development Amount") equal to \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The Development Amount shall be deemed to have been earned as follows:

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

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

- (i) \_\_\_\_\_ percent (\_\_\_\_%) on initial equity funding of the Project;
- (ii) \_\_\_\_\_ percent (\_\_\_\_%) upon substantial completion of the Project; and
- (iii) \_\_\_\_\_ percent (\_\_\_\_%) upon achievement of 95% occupancy for the Project.

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

Section 6.     Applicable Law.

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

Section 7.     Binding Agreement.

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

Section 8.     Headings.

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

Section 9.     Terminology.

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

Section 10.    Benefit of Agreement.

The obligations and undertakings of the Developer set forth in this Agreement are made for the benefit of the Company and its Partners and shall not inure to the benefit of

any creditor of the Company other than a Partner, notwithstanding any pledge or assignment by the Company of this Agreement of any rights hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

COMPANY:

JCOC 3H HOUSING, LLC  
a Virginia limited liability company

By: \_\_\_\_\_  
Name:  
Title:

DEVELOPER:

JUDEO-CHRISTIAN OUTREACH  
CENTER, Inc. a Virginia nonstock corporation

By: \_\_\_\_\_  
Name:  
Title:

# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That JCOC 3H Housing, LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on January 24, 2022; and

That the Limited Liability Company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

February 14, 2022

A handwritten signature in black ink, appearing to read "Bernard J. Logan".

---

Bernard J. Logan, Clerk of the Commission

**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

AT RICHMOND, JANUARY 24, 2022

The State Corporation Commission has found the accompanying articles of organization submitted on behalf of

JCOC 3H Housing, LLC

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

**CERTIFICATE OF ORGANIZATION**

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective January 24, 2022.

The limited liability company is granted the authority conferred on it by law in accordance with the articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "Angela Navarro", with a long horizontal flourish extending to the right.

Angela L. Navarro  
Commissioner



# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, January 24, 2022

This is to certify that the certificate of organization of

### JCOC 3H Housing, 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, 2022



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in cursive script, likely belonging to the Clerk of the Commission.

Clerk of the Commission

# **Tab C:**

Principal's Previous Participation Certification  
(MANDATORY)



## Previous Participation Certification Instructions

### General Instructions:

The following certification:

- Must be completed, regardless of any principal's inclusion on the Developer Experience List.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

### Definitions:

*Development* - the proposed multifamily rental housing development

*Participants* - the principals who will participate in the ownership of the development

*Principal* - any person (including any individual, joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity) that (i) with respect to the proposed development, will own or participate in the ownership of the proposed development or (ii) with respect to an existing multifamily rental property, has owned or participated in the ownership of such property, all as more fully described herein below. The person who is the owner of the proposed development or multifamily rental property is considered a principal. In determining whether any other person is a principal, the following guidelines shall govern:

- In the case of a partnership which is a principal (whether as the owner or otherwise), all general partners are also considered principals, regardless of the percentage interest of the general partner;
- In the case of a public or private corporation or organization or governmental entity that is a principal (whether as the owner or otherwise), principals also include the president, vice president, secretary, and treasurer and other officers who are directly responsible to the board of directors or any equivalent governing body, as well as all directors or other members of the governing body and any stockholder having a 25% or more interest;
- In the case of a limited liability company (LLC) that is a principal (whether as the owner or otherwise), all members are also considered principals, regardless of the percentage interest of the member;
- In the case of a trust that is a principal (whether as the owner or otherwise), all persons having a 25% or more beneficial ownership interest in the assets of such trust;
- In the case of any other person that is a principal (whether as the owner or otherwise), all persons having a 25% or more ownership interest in such other person are also considered principals; and

## Instructions, cont'd

- Any person that directly or indirectly controls, or has the power to control, a principal shall also be considered a principal.

Please follow guidelines below for listing principals.

- If the owner is a partnership, list the names of all GPs, regardless of % interest in the General Partnership
- If the owner is an LLC, list the names of all members regardless of % interest
- If the owner is a Corporation (public or private), Organization or Governmental Entity, list the names of officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder having a 25% or more interest
- If the owner is a Trust, list the names of all persons having a 25% or more beneficial ownership interest in the assets of the trust
- If the owner is an Individual, list the name of anyone having a 25% or more ownership interest of the named individual

If none of the above applies, list the name of any person that directly or indirectly controls or has the power to control a principal.

If you have any questions, please call the Tax Credit Allocation Department at (804) 343-5518.



## Previous Participation Certification

Development Name:

JCOC 3H Housing

Name of Applicant (entity):

JCOC 3H Housing, LLC

I hereby certify that:

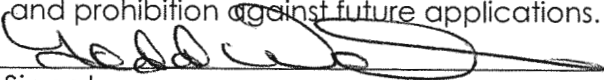
1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily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

### Previous Participation Certification, cont'd

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

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

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



Signature

**Todd Walker**

Printed Name

**February 11, 2022**

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

# **Tab D:**

List of LIHTC Developments (Schedule A)  
(MANDATORY)

# List of LIHTC Developments (Schedule A)



Development Name: JCOC 3H Housing  
 Name of Applicant: JCOC 3H Housing, LLC

## INSTRUCTIONS:

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

Judeo-Christian Outreach Center, Inc.  
 Principal's Name:

Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N 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	N							
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE  
TOTAL:

0 0

#DIV/0!

LIHTC as % of  
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB



### Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46								
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48								
49								
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97								
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99								
100								
	2nd PAGE TOTAL:			0	0			
	GRAND TOTAL:			0	0		#DIV/0!	LIHTC as % of Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: JCOC 3H Housing  
 Name of Applicant: JCOC 3H Housing, LLC

## INSTRUCTIONS:

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

JCOC 3H Housing Managing member, Inc.  
 Principal's Name:

Controlling GP (CGP) or 'Named' Managing Y  
 Member of Proposed property?\* 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								
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE  
 TOTAL:

0 0

#DIV/0!

LIHTC as % of  
 Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non- compliance Found? Y/N (Explain Yes)
46								
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			2nd PAGE TOTAL:	0	0			
			GRAND TOTAL:	0	0			LIHTC as % of #DIV/0! Total Unit

# **Tab E:**

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

## **REAL ESTATE DONATION AGREEMENT**

THIS REAL ESTATE DONATION AGREEMENT ("Agreement"), is made and entered into as of the 1<sup>st</sup> day of March, 2022, by and between the **JUDEO-CHRISTIAN OUTREACH CENTER, INC.**, a Virginia non-stock corporation, f/k/a Virginia Beach Christian Outreach Group, Inc., a Virginia non-stock corporation ("Donor"), and **JCOC 3H HOUSING, LLC**, a Virginia limited liability company ("Donee") and provides, as follows:

**FOR AND IN CONSIDERATION** of the mutual covenants set forth herein, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereby agree as follows:

1. **Property.** Subject to the terms and conditions contained herein, the Donor agrees to donate and convey to the Donee, and the Donee agrees to accept from Donor, on the terms and conditions set forth herein, the real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference consisting of two certain parcels of land, located on or near 1053 Virginia Beach Blvd., in the City of Virginia Beach, Virginia (the "Jurisdiction") and listed on the tax map records of the Jurisdiction as GPIN # 2417-65-3527-0000 and GPIN # 2417-65-2620-0000, to be used for multifamily housing (the "Property"). The Donor will convey the Property free and clear of all liens, but subject to all covenants, easements, restrictions, reservations and matters of record affecting the Property and accepted per Paragraph 5, below. The Assessed Value of the Property, for purposes of valuing the donation, is \$203,600.00.

### **2. Development Agreement and Ownership Structure.**

(a) As an express condition of the Donor's donation of the Property to the Donee agrees to have the Property developed affordable housing for rent together with ancillary space for supportive services (the "Development").

(b) In order to finance the Development, in part, Donee shall apply for an allocation of low income housing tax credits (the "Allocation") from the Virginia Housing and Development Authority ("Virginia Housing"). Due to nature of how such Allocation is implemented, the Allocation will be applied for by Donee in Donee's name. Donor recognizes that Donee is initially owned by JCOC 3H Housing Managing Member, Inc., a Virginia corporation (the "Managing Member"), who, after admission of the tax credit equity investor, will serve as the managing member of Donee. The Managing Member is and will remain solely owned by Donor.

(c) After Donor may donate the Property directly to Donee, or to Managing Member who will in turn contribute it to Donee, depending on the advice of tax counsel. In this way, the Property will ultimately be titled in the name of Donee in order for Donee to direct and complete the Development.

**3. Condition Precedent.** Donor's obligation to donate the Property to Donee, and Donee's obligation to complete the Development, shall be conditioned on Donee receiving the Allocation, and such Allocation being in an amount sufficient in Donee's discretion, after a review of the other sources of financing, to allow Donee to finance the Development.

**4. "As Is" Conveyance of Property; No Warranties.** The Property shall be conveyed "AS IS, WHERE IS" and title and possession shall be subject to:

(a) All present and future zoning, building and environmental laws, ordinances, codes, restrictions and regulations of any municipal, state, federal or other authority having jurisdiction over the Property, including, without limitation, any proffered conditions affecting the Property. Donor recognizes that Donee will re-subdivide the Property, and Donor will cooperate with Donor as to the same.

(b) The physical condition and state of repair of the Property as of the date of the Settlement; Donee hereby agrees to accept the Property and all features and components thereof "AS-IS, WHERE-IS". Donor hereby disclaims any and all warranties pertaining to the Property, including, without limitation, warranties of habitability, merchantability, marketability, development, use or fitness for a particular use, and Donee hereby releases and discharges Donor from any and all of such obligations, claims, demands and liabilities and from any and all obligations arising out of, resulting from or related to the Property, including but not limited to, any right or claims of contribution, arising out of, resulting from or related to the environmental status of the Property and the existence of hazardous waste, hazardous substances or petroleum products (or any other contamination) upon or within the Property.

(c) All covenants, agreements, restrictions and easements of record except as objected in Paragraph 5, below.

(d) The lien of all real estate taxes, whether or not due or payable, to be apportioned as of midnight of the day before Settlement.

**5. Examination of Title and Survey.** Donee shall, prior to Settlement, deliver a written statement of objections to any items reflected in a current title report or survey of the Property that would make title uninsurable. In the event Donee does not furnish Donor with a written statement of objections prior to Settlement, Donee shall be deemed to have waived any and all objections to the status of title and survey to the Property and shall be deemed to have approved all matters of record. In the event that Donee advises Donor of any objections as to the insurability of title or survey, Donor shall have the right, but not the obligation, to cure any such objections. In the event Donor elects not to cure any such objections or attempts to cure same but is unable to cure such objections, Donee shall have the option to (i) waive said objections and to proceed with accepting the donation of the Property and proceeding with the Development on the terms contained herein, or (ii) terminate this Agreement. In the

event Donor elects to cure any objections raised by Donee concerning said title or survey, Donor shall have a reasonable period of time within which to cure such objections, and the Settlement date shall be extended accordingly. Title insurance endorsements shall be deemed satisfactory cure of any title or survey objections.

**6. Settlement.**

(a) **Time and Place.** Settlement of the purchase and sale of the Property shall occur on or before November 30, 2022 ("Settlement"). Settlement shall be made at the offices of Donee's title company or such other location as Donee may reasonably designate.

(b) **Donee's Deliveries.** At Settlement, the Donee shall deliver whatever funds are necessary to record the Deed, which shall be payable by wire transfer of funds to Donee's title company's account.

(c) **Donor's Deliveries.** Donor shall deliver the following to Donee in form and substance satisfactory to Purchaser: (i) a special warranty deed (the "Deed") conveying fee simple title to the Property; (ii) an affidavit as typically required by Donee's title company; (iii) a Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code of 1986; and (iv) a Virginia Department of Taxation Form R-5 or R-5E, as applicable.

(d) **Costs.** The Donor shall pay the costs of preparing the Deed, and the Grantor's Tax thereon, if any. The Donee shall pay for all transfer taxes for recording the Deed, any settlement fee charged by Donee's title company, the cost of recording any Deed of Trust and any UCC-1s and a lender's title insurance policy, the examination of title to the Property and all premiums charged by the Donee's title insurance company, and the survey cost. Real estate taxes, rents, common area maintenance costs, utilities, assessments and any other related fees shall be prorated between Donor and Donee as of Settlement.

**7. Risk of Loss.** Risk of loss by reason of fire or other casualty or by exercise of the power of eminent domain shall remain on the Donor with respect to the Property until legal title to the Property is transferred to the Donee. If the Property is damaged by casualty or taken by exercise of the power of eminent domain prior to the transfer of the legal title thereto, the Donee may, at its option, either (i) terminate the obligation to receive the Property and carry out the Development, or (ii) waive the foregoing right and proceed to receive the Property and carry out the Development, as provided herein, in which event all insurance or condemnation proceeds, if any, payable to the Donor in connection with the casualty or taking shall be paid to the Donee.

**8. Donor's Inability to Convey Title.** In the event that Donor is unable to convey title in accordance with the terms of this Agreement for any reason whatsoever, Donee's sole remedy shall be to terminate this Agreement, in which event neither party shall have any further liability hereunder. Donee may, nevertheless, accept such title as



Donor may be able to convey, without any other liability on the part of Donor. Donor represents and warrants that, as of the date of this Agreement, Donor has title to all of parcels of land comprising the Property, and the platted by undeveloped roads in between the parcels, with the exception for PRN #2399, for which Donor is currently in the process of acquiring title, and will acquire prior to Settlement.

**9. Donee's Default.** In the event that Donee fails or refuses to perform its obligations hereunder, (a) prior to Settlement, then Donor shall be entitled, after providing notice of default to Donee and allowing a reasonable time to cure such default, to terminate this Agreement; (b) after Settlement, but prior to Donee's closing its construction financing for the Development, then Donor shall be entitled, after providing notice of default to Donee and a reasonable time to cure such default, to terminate this Agreement and Donee (or PCH, as applicable) shall return the Property to Donor; or (c) after Settlement, and after Donee has closed its construction financing for the Development, then Donor shall be entitled, after providing notice of default to Donee and a reasonable time to cure such default, to make such claim for damages against Donee as may be appropriate under the circumstances. Donor recognizes that in order for Donee to secure construction financing for the Development, Donor may not hold a right of reverter or any other right to recover the Property ahead of any lender of Donee secured by a lien on the Property. As such, once Donee closes its construction financing and pledges the Property as collateral to a lender, any right of reverter to Donor or any right of Donor to recover the Property shall be terminated.

**10. Authority.** The undersigned persons executing and delivering this Agreement on behalf of Donee and Donor represent and certify that they have been fully empowered and authorized to do the same.

**11. Broker.** Each party hereunder represents and warrants that it did not consult or deal with any broker or agent, real estate or otherwise, with regard to this Agreement or the transactions contemplated hereby. Each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of facts constituting a breach of the foregoing representations and warranties.

**12. Notices.** Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if delivered by hand by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed as follows:

For the Donor:

Judeo-Christian Outreach Center, Inc.  
1053 Virginia Beach Blvd.  
Virginia Beach, VA 23451  
Attention: Todd Walker

For the Donee: JCOC 3H Housing, LLC  
1053 Virginia Beach Blvd.  
Virginia Beach, VA 23451  
Attention: Todd Walker

**13. No Assignment.** Donee's rights and obligations hereunder may not be assigned or transferred without the prior written consent of Donor.

**14. Entire Agreement.** This Agreement contains the entire agreement between the Donor and the Donee relating to the Property and supersedes all prior and contemporaneous negotiations, agreements, written and oral, between the parties. This Agreement shall not be amended or modified and no waiver of any provision hereto shall be effective unless set forth in writing signed by the parties.

**15. Governing Law; Construction.**

(a) This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Virginia, and the terms and provisions hereof shall survive the Settlement, except as otherwise provided herein.

(b) All headings of sections of this Agreement are inserted for convenience only.

(c) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

(d) The provisions of this Agreement are intended to be for the sole benefit of the parties hereto, and their respective successors and assigns.

(e) This Agreement shall be construed without regard to any presumption or rule requiring construction against the party responsible for the drafting of this Agreement.

**16. Survival.** The terms and conditions of this Agreement shall survive closing and the delivery of the Deed by Donor and the acceptance thereof by Donee.


**17. Exhibits.** This Agreement includes the following Exhibits:

Exhibit A - Description of the Property

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

**DONOR:**

**JUDEO-CHRISTIAN OUTREACH CENTER, INC.,** a  
Virginia non-stock nonprofit corporation


By:   
Name: Todd Walker  
Title: Executive Director

Date: March 1, 2022

**DONEE:**

**JCOC 3H Housing, LLC,** a Virginia limited liability  
company

By: JCOC 3H Housing Managing Member, Inc., a  
Virginia corporation, its managing  
member

By:   
Todd Walker  
Its: President

Date: March 1, 2022

## **EXHIBIT "A" - PROPERTY DESCRIPTION**

### **PARCEL ONE**

ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereof containing .33 of an acre, as shown on plat made by W.B. Gallup, County Surveyor, dated October 16, 1946, and recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 18, at page 63, beginning at a point on the southern side of State Highway marker, commonly known as Virginia Beach Boulevard, 130 feet east of State Highway marker, designated on said plat; thence South 0° 02' West 133.4 feet to a pin; thence South 43° 20' east 108.7 feet to a pin; thence North 0° 02' East 219.6 feet to a pin on the southern line of said boulevard; thence South 75 feet to the point of beginning.

### **PARCEL TWO**

ALL THAT certain tract, piece or parcel of land, with the buildings and improvements thereon, beginning at a point of the south line of the State Highway, commonly known as Virginia Beach Boulevard, 1025.4 feet West of the property belonging to the City of Virginia Beach, upon which is erected its water tower, and running thence South 0° 2' West 334.6 feet to a pin; thence North 43° 20' West 144.8 feet to a pin; thence North 0° 2' East 219.6 feet to a pin on the southern line of Virginia Beach Boulevard; thence North 84° 32' East 100 feet to a pin to the point of beginning containing .635 of an acre according to plat of property made by W.B. Gallup, County Surveyor, May 22, 1946, and recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 18, at page 1.

BEING the same property conveyed to Virginia Beach Christian Outreach Group, Inc., a Virginia non-stock corporation, now known as Judeo-Christian Outreach Center, Inc., by Deed from David G. Abeshaheen and Mary E. Abeshaheen, his wife, and Evelyn L. Abeshahee, divorced and not remarried, dated May 19, 1989, and recorded May 22, 1989, among the land records in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 2827, page 1708.

## PROPERTY DETAILS

## 1049 Virginia Beach Blvd

LEGAL DESCRIPTION	Terrapin Hill .635 Acre
GPIN (PARCEL ID)	24176535270000
SERVICE DISTRICT	60 : Beach

## FY21/22 ASSESSMENT

LAND VALUE	\$142,800
IMPROVEMENT VALUE	\$499,300
TOTAL VALUE	\$642,100

## LAND INFORMATION

UNOFFICIAL ZONING DISTRICT	A12
PROPERTY CODE/CATEGORY	711 Charitable - Other
LAND USE	No
WATERSHED	Atlantic Ocean
PLATS (MAP BOOK/INSTRUMENT #)	Download ( <a href="https://media.vbgov.com/rea/plats/_PDF">https://media.vbgov.com/rea/plats/_PDF</a> )
LAND SQUARE FOOTAGE	28,804.38 sq ft

## BUILDING INFORMATION

FLOORS	FINISHED AREA	DESCRIPTION
1	5,316 SF	
1	3,200 SF	
2	1,716 SF	
Total	10,232 SF	

## SALES HISTORY

DOCUMENT #	SALES DATE	SALES PRICE	DEED BOOK/PAGE
0000000000000000	05/22/1989	\$325,000	2827 / 1708

## TAX ASSESSMENTS

FISCAL YEAR	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE	TAX PER \$100	ANNUAL TAXES
2022	\$142,800	\$499,300	\$642,100	\$0.99	\$0.00
2021	\$142,800	\$490,800	\$633,600	\$1.0175	\$0.00
2020	\$142,800	\$484,600	\$627,400	\$1.0175	\$0.00
2019	\$142,800	\$466,900	\$609,700	\$1.0025	\$0.00
2018	\$142,800	\$460,500	\$603,300	\$1.0025	\$0.00
2017	\$142,800	\$460,600	\$603,400	\$0.99	\$0.00
2016	\$142,800	\$450,500	\$593,300	\$0.99	\$0.00
2015	\$142,800	\$442,000	\$584,800	\$0.93	\$0.00
2014	\$142,800	\$227,700	\$370,500	\$0.93	\$0.00
2013	\$197,600	\$246,400	\$444,000	\$0.95	\$0.00
2012	\$197,600	\$246,400	\$444,000	\$0.89	\$0.00
2011	\$197,600	\$246,400	\$444,000	\$0.89	\$0.00
2010	\$197,600	\$246,400	\$444,000	\$0.89	\$0.00
2009	\$179,600	\$236,900	\$416,500	\$0.89	\$0.00
2008	\$157,500	\$221,424	\$378,924	\$0.89	\$0.00

Exemption programs such as Seniors, Disabled Persons, Veterans, Energy Efficient Buildings, etc. are not reflected in the Annual Taxes.

## ANNUAL TAXES

## ANNUAL ASSESSMENTS



## CLOSEST LIBRARY



Oceanfront Library

0.5 miles away

## CLOSEST RECREATION CENTER



Joseph Grimstead Sr. Seatack Rec Center

0.6 miles away

## CLOSEST PARK



Beach Garden Park

1.6 miles away

## CLOSEST SHELTER



Birdneck Elementary School

2.5 miles away

Corporate Landing Middle School

5.1 miles away

## CLOSEST POLICE STATION

2nd Precinct

0.4 miles away

## CLOSEST FIRE STATION



FIRE 11 / Beach Borough

0.5 miles away

## TRASH PICKUP SERVICES



Trash Collection

Every Tuesday

Next Recycling Day

Tuesday, February 15, 2022



## VOTING PRECINCT

Precinct

**Seatack - 005**

Polling Location

**Mount Olive Baptist Church Disctrict: 6**

## VOTING DISTRICTS

Local Election

**District 6 - Beach**

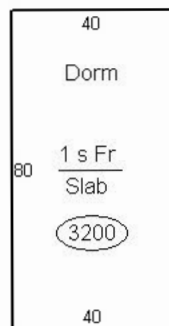
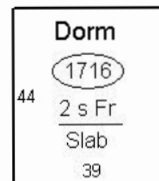
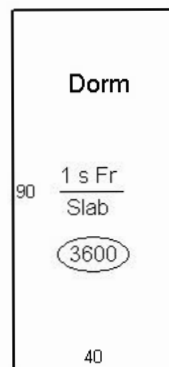
State Senate

**District 8**

House of Delegates

**District 81**

STATE PLANE X, Y	12216312.4266839, 3475630.1813123
GEOGRAPHIC COORDINATES	36.84162389, -75.99351345
2010 CENSUS TRACT NO.	044200
2010 BLOCK GROUP NO.	0442002
POLICE BEAT	225
ESTIMATED LAND AREA	28804.38 sq ft
AGRID	L7
SOIL TYPE	1 - Acredale
APZ ZONE	N/A
NOISE ZONE	> 75
FLOOD ZONE	X



1049 Virginia Beach Blvd

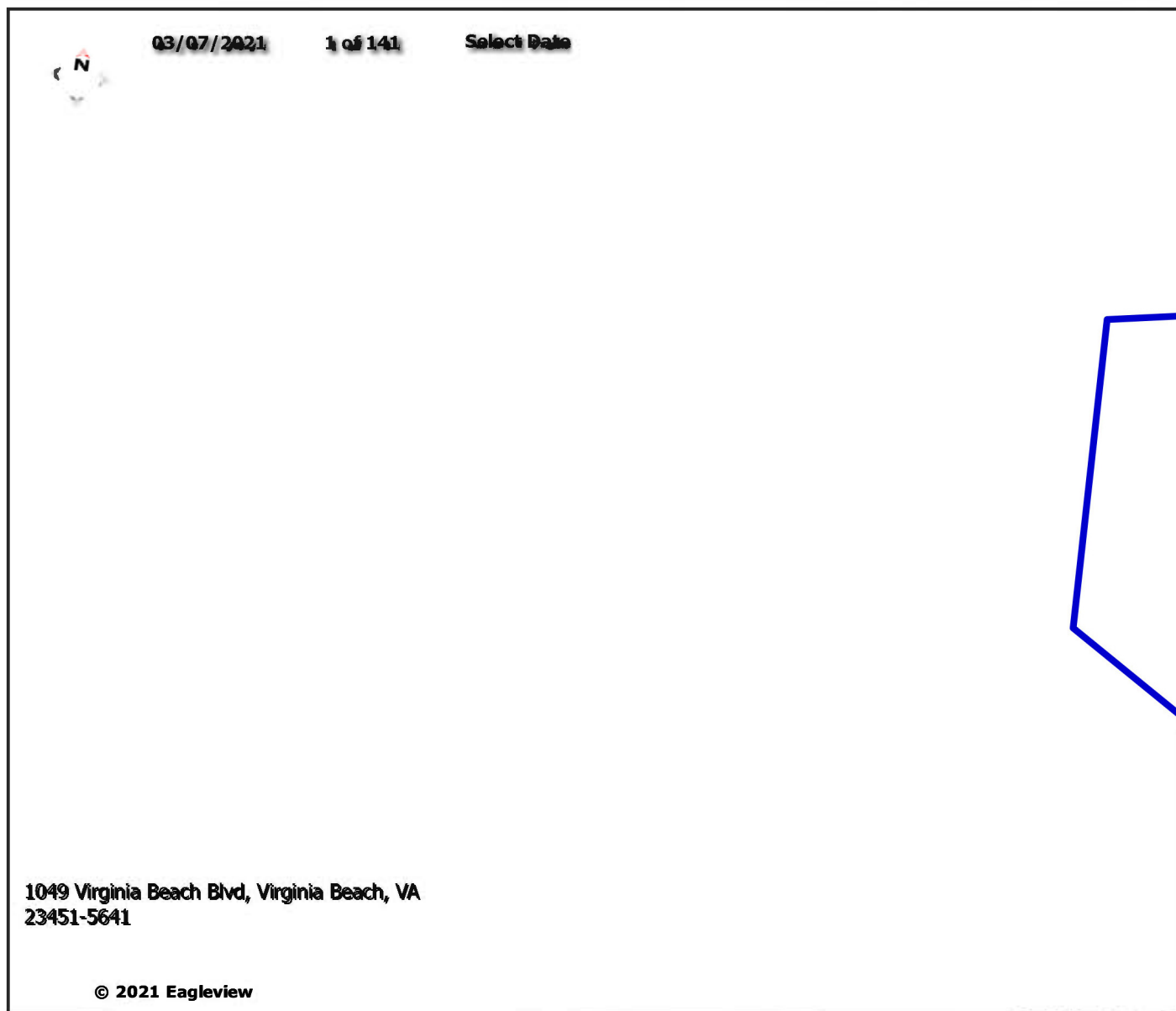
Property Image 2

Property Image 3

Property Image 4

Property Image 5

Property Image 6



## PROPERTY DETAILS

## 1053 Virginia Beach Blvd

LEGAL DESCRIPTION	Terrapin Hill .33 Acres
GPIN (PARCEL ID)	24176526200000
SERVICE DISTRICT	60 : Beach

## FY21/22 ASSESSMENT

LAND VALUE	\$63,500
IMPROVEMENT VALUE	\$169,200
TOTAL VALUE	\$232,700

## LAND INFORMATION

UNOFFICIAL ZONING DISTRICT	A12
PROPERTY CODE/CATEGORY	711 Charitable - Other
LAND USE	No
WATERSHED	Atlantic Ocean
PLATS (MAP BOOK/INSTRUMENT #)	Download ( <a href="https://media.vbgov.com/rea/plats/_PDF">https://media.vbgov.com/rea/plats/_PDF</a> )
LAND SQUARE FOOTAGE	12,813.24 sq ft

## BUILDING INFORMATION

USE CODE	DESCRIPTION	ID #	CONSTRUCTED YR.	SIZE
GENCOMM	General Commercial	C	1920	4,220 SF

FLOORS	FINISHED AREA	DESCRIPTION
1	2,110 SF	General Retail
2	2,110 SF	General Retail
Total	4,220 SF	

## SALES HISTORY

DOCUMENT #	SALES DATE	SALES PRICE	DEED BOOK/PAGE
0000000000000000	05/22/1989	\$325,000	2827 / 1708

## TAX ASSESSMENTS

FISCAL YEAR	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE	TAX PER \$100	ANNUAL TAXES
2022	\$63,500	\$169,200	\$232,700	\$0.99	\$0.00
2021	\$63,500	\$168,300	\$231,800	\$1.0175	\$0.00
2020	\$63,500	\$165,100	\$228,600	\$1.0175	\$0.00
2019	\$63,500	\$159,700	\$223,200	\$1.0025	\$0.00
2018	\$63,500	\$158,300	\$221,800	\$1.0025	\$0.00
2017	\$63,500	\$158,300	\$221,800	\$0.99	\$0.00
2016	\$63,500	\$155,300	\$218,800	\$0.99	\$0.00
2015	\$63,500	\$151,900	\$215,400	\$0.93	\$0.00
2014	\$63,500	\$224,500	\$288,000	\$0.93	\$0.00
2013	\$103,500	\$224,500	\$328,000	\$0.95	\$0.00
2012	\$103,500	\$224,500	\$328,000	\$0.89	\$0.00
2011	\$103,500	\$224,500	\$328,000	\$0.89	\$0.00
2010	\$103,500	\$224,500	\$328,000	\$0.89	\$0.00
2009	\$94,100	\$215,900	\$310,000	\$0.89	\$0.00
2008	\$82,500	\$201,810	\$284,310	\$0.89	\$0.00

Exemption programs such as Seniors, Disabled Persons, Veterans, Energy Efficient Buildings, etc. are not reflected in the Annual Taxes.

## ANNUAL TAXES

## ANNUAL ASSESSMENTS





## CLOSEST LIBRARY



Oceanfront Library

0.6 miles away

## CLOSEST RECREATION CENTER



Joseph Grimstead Sr. Seatack Rec Center

0.6 miles away

## CLOSEST PARK



Beach Garden Park

1.6 miles away

## CLOSEST SHELTER



Birdneck Elementary School

2.5 miles away

Corporate Landing Middle School

5.1 miles away

## CLOSEST POLICE STATION

2nd Precinct

0.5 miles away

## CLOSEST FIRE STATION



FIRE 11 / Beach Borough

0.5 miles away

## TRASH PICKUP SERVICES



Trash Collection

Every Tuesday

Next Recycling Day

Tuesday, February 15, 2022

## VOTING PRECINCT

Precinct

**Seatack - 005**

Polling Location

**Mount Olive Baptist Church Disctrict: 6**

## VOTING DISTRICTS

Local Election

**District 6 - Beach**

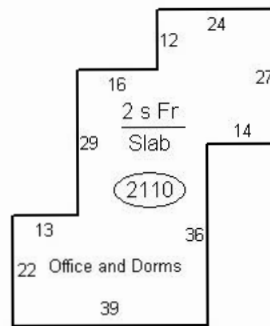
State Senate

**District 8**

House of Delegates

**District 81**

STATE PLANE X, Y	12216223.5245852, 3475621.1664908
GEOGRAPHIC COORDINATES	36.84160562, -75.99381796
2010 CENSUS TRACT NO.	044200
2010 BLOCK GROUP NO.	0442002
POLICE BEAT	225
ESTIMATED LAND AREA	12813.24 sq ft
AGRID	L7
SOIL TYPE	34A - State
APZ ZONE	N/A
NOISE ZONE	> 75
FLOOD ZONE	X



1053 Virginia Beach Blvd

**Property Image 2**

Property Image 3

Property Image 4

Property Image 5

Property Image 6



**03/07/2021**

**135 of 139**

**Select Date**

**1053 Virginia Beach Blvd, Virginia Beach, VA  
23451-5641**

**© 2021 Eagleview**

# **Tab F:**

RESNET Rater Certification (MANDATORY)



**Appendix F**  
**RESNET Rater Certification of Development Plans**

---

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

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

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

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

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

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

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

**Additional Optional Certifications**

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

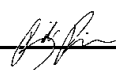
☒ **TRUE Earthcraft Certification** - The development's design meets the criteria to obtain EarthCraft Multifamily program Gold certification or higher

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

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

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

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

Signed: 

Date: 3.9.2022

Printed Name: Sean Shanley

RESNET Rater

Resnet Provider Agency  
Viridiant

Signature 

Provider Contact and Phone/Email

804.212.2934

[sean.shanley@viridiant.org](mailto:sean.shanley@viridiant.org)



# Home Energy Rating Certificate

## Projected Report

Rating Date: 2022-03-02

Registry ID:

Ekotrope ID: Od409w1d

### HERS® Index Score:

# 54

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

# \$474

\*Relative to an average U.S. home

### Home:

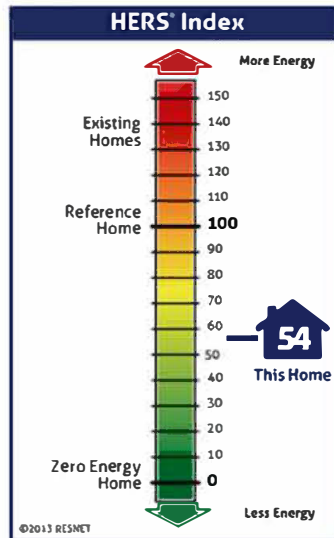
1053 VIRGINIA BEACH BLVD  
Virginia Beach, VA 23451

### Builder:

Judeo Christian Outreach Center, Inc

### Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	2.1
Cooling	0.8
Hot Water	6.2
Lights/Appliances	9.6
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>18.7</b>



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	278 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9.8 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Natural Gas • 0.96 Energy Factor
House Tightness:	5 ACH50
Ventilation:	20 CFM • 35 Watts
Duct Leakage to Outside:	Forced Air Ductless
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

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

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

### Rating Completed by:

**Energy Rater:** Bill Riggs

RESNET ID: 3259518

**Rating Company:** Viridian

1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridian

1431 W. Main Street, Richmond, VA 23220

Bill Riggs, Certified Energy Rater

Digitally signed: 3/9/22 at 2:08 PM



# Home Energy Rating Certificate

## Projected Report

Rating Date: 2022-03-02

Registry ID:

Ekotrope ID: wdkoXybd

### HERS® Index Score:

# 51

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

# \$498

\*Relative to an average U.S. home

### Home:

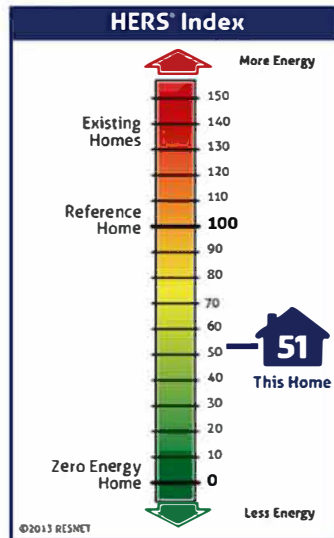
1053 VIRGINIA BEACH BLVD  
Virginia Beach, VA 23451

### Builder:

Judeo Christian Outreach Center, Inc

### Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	1.4
Cooling	0.8
Hot Water	4.1
Lights/Appliances	9.6
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>16.0</b>



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	278 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9.8 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Natural Gas • 0.96 Energy Factor
House Tightness:	5 ACH50
Ventilation:	20 CFM • 35 Watts
Duct Leakage to Outside:	Forced Air Ductless
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

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

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

### Rating Completed by:

**Energy Rater:** Bill Riggs

RESNET ID: 3259518

**Rating Company:** Viridian

1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridian

1431 W. Main Street, Richmond, VA 23220

  
Bill Riggs, Certified Energy Rater  
Digitally signed: 3/9/22 at 2:08 PM



# Home Energy Rating Certificate

## Projected Report

Rating Date: 2022-03-02

Registry ID:

Ekotrope ID: 7d1605ov

### HERS® Index Score:

# 52

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

# \$500

\*Relative to an average U.S. home

### Home:

1053 VIRGINIA BEACH BLVD  
Virginia Beach, VA 23451

### Builder:

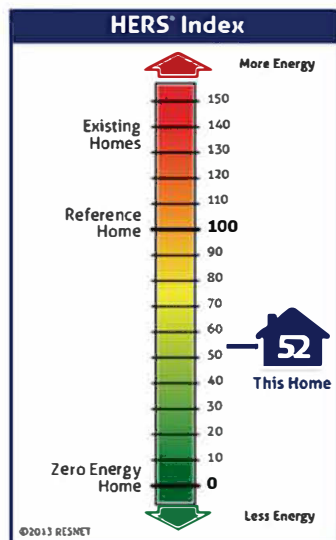
Judeo Christian Outreach Center, Inc

### Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	1.8
Cooling	0.9
Hot Water	4.1
Lights/Appliances	9.6
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>16.3</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:	N/A
Community:	N/A
Conditioned Floor Area:	278 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9.8 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Natural Gas • 0.96 Energy Factor
House Tightness:	5 ACH50
Ventilation:	20 CFM • 35 Watts
Duct Leakage to Outside:	Forced Air Ductless
Above Grade Walls:	R-20
Ceiling:	Vaulted Roof, R-28
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

### Rating Completed by:

**Energy Rater:** Bill Riggs  
RESNET ID: 3259518

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

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

  
Bill Riggs, Certified Energy Rater  
Digitally signed: 3/9/22 at 2:08 PM





**Project Name:** JCOC 3H Housing  
**Construction Type:** New Construction  
**Energy Efficiency Path:** Energy Star

Unit Type	Quantity	HERS	ENERGY STAR Target
Studio A/B 1st Fl	19	54	64
Studio A/B 2nd Fl	9	51	
Studio A/B 3rd Fl	10	52	

<b>Projected Project HERS - Weighted Average</b>	<b>53</b>
--	-----------

# **Tab G:**

Zoning Certification Letter (MANDATORY)



# City of Virginia Beach

VBgov.com

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT  
PHONE (757) 385-4621  
FAX (757) 385-5667  
VA Relay Number TTY: 711

2875 SABRE STREET, SUITE 500  
VIRGINIA BEACH, VA 23452-7385

**DATE:** 2/25/22

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

**RE:** ZONING CERTIFICATION

Name of Development: JCOC 3H Housing

Name of Owner/Applicant: JCOC 3H Housing, LLC

Name of Seller/Current Owner: Judeo-Christian Outreach Center, Inc., F/K/A Virginia Beach Christian Outreach Group, Inc.

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

## DEVELOPMENT DESCRIPTION:

Development Address:

1049 Virginia Beach Boulevard, Virginia Beach, VA 23451  
and 1053 Virginia Beach Boulevard, Virginia Beach, VA 23451

Legal Description:

GPINS: 2417-65-2620-0000 and 2417-65-3527-0000  
See attached legal description

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>38</u>	# Units	<u>1</u>	# Buildings	<u>22,398.34</u>	Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	<u></u>	# Units	<u></u>	# Buildings	<u></u>	Total Floor Area Sq. Ft.
<input type="checkbox"/> Rehabilitation:	<u></u>	# Units	<u></u>	# Buildings	<u></u>	Total Floor Area Sq. Ft.

## Zoning Certification, cont'd

Current Zoning: A-12, Apartment District, with associated Conditional Use Permit allowing a density of no more than 50 single room occupancy units on site.

Other Descriptive Information:  
Additional conditions from the Conditional Use Permit are applicable.

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---

---

### LOCAL CERTIFICATION:

Check one of the following as appropriate:

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

  
\_\_\_\_\_  
Signature

Hannah Sabo  
\_\_\_\_\_

Printed Name  
\_\_\_\_\_

Zoning Administrator, City of Virginia Beach  
\_\_\_\_\_

Title of Local Official or Civil Engineer  
\_\_\_\_\_

757-385-8074  
\_\_\_\_\_

Phone:  
\_\_\_\_\_

2/25/2022  
\_\_\_\_\_

Date:  
\_\_\_\_\_

### NOTES TO LOCALITY:

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

**Legal Description: 1049 and 1053 Virginia Beach Boulevard, Virginia Beach**

GPIN # 2417-65-3527-0000

GPIN # 2417-65-2620-0000

PARCEL ONE

ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereof containing .33 of an acre, as shown on plat made by W.B. Gallup, County Surveyor, dated October 16, 1946, and recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 18, at page 63, beginning at a point on the southern side of State Highway marker, commonly known as Virginia Beach Boulevard, 130 feet east of State Highway marker, designated on said plat; thence South 0° 02' West 133.4 feet to a pin; thence South 43° 20' east 108.7 feet to a pin; thence North 0° 02' East 219.6 feet to a pin on the southern line of said boulevard; thence South 75 feet to the point of beginning.

PARCEL TWO

ALL THAT certain tract, piece or parcel of land, with the buildings and improvements thereon, beginning at a point of the south line of the State Highway, commonly known as Virginia Beach Boulevard, 1025.4 feet West of the property belonging to the City of Virginia Beach, upon which is erected its water tower, and running thence South 0° 2' West 334.6 feet to a pin; thence North 43° 20' West 144.8 feet to a pin; thence North 0° 2' East 219.6 feet to a pin on the southern line of Virginia Beach Boulevard; thence North 84° 32' East 100 feet to a pin to the point of beginning containing .635 of an acre according to plat of property made by W.B. Gallup, County Surveyor, May 22, 1946, and recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 18, at page 1.





# City of Virginia Beach

[VBgov.com](http://VBgov.com)

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT  
PHONE (757) 385-4821  
FAX (757) 385-5667  
VA Relay Number TTY: 711

2875 SABRE STREET, SUITE 500  
VIRGINIA BEACH, VA 23452-7385

July 17, 2020

R. Edward Bourdon Jr.  
Pembroke Office Park – Building One  
281 Independence Boulevard, Fifth Floor  
Virginia Beach, VA 23462

**RE: Judeo-Christian Outreach Center, Inc.**  
Conditional Use Permit (Single Room Occupancy)  
Modification of Conditions (Group Home)  
GPINs 2417652620, 2417653527, Council District: Beach

Dear Mr. Bourdon,

At its formal session on June 2, 2020, the Virginia Beach City Council considered the application referenced above and voted to **APPROVE** the request.

The approval of this application shall be subject to the following condition(s):

Conditional Use Permit

1. No more than 50 Single Room Occupancy units shall be on site.
2. Site layout, improvements, and plantings shall be substantially as shown on the conceptual master plan and planting plan titled, "JUDEO-CHRISTIAN OUTREACH CENTER CAMPUS DEVELOPMENT" dated March 8, 2019, as prepared by WPL. Said drawings have been exhibited to the City Council and are on file in the Department of Planning.
3. The architectural design, colors, and materials for the proposed building shall be substantially as shown on the architectural elevations titled "JUDEO-CHRISTIAN OUTREACH CENTER" dated August 26, 2019, by TS 3 Architects. Said drawings have been exhibited to the City Council and are on file in the Department of Planning.

4. All landscaping shall be maintained in good health. Any landscaping that fails to grow or is determined to be in poor health shall be replaced with a type and quantity of plantings that is similar to and meets the same intent as the plants shown on the Planting Layout referenced in Condition #1. Any replacement plantings shall be approved by the Development Services Center.
5. All mechanical equipment shall be screened year-round either architecturally or by landscaping or fencing such that it is not visible from the public right-of-way.
6. The applicant shall make all necessary standard right-of-way improvements with the development of this site. Improvements may include but are not limited to pavement widening, curb & gutter, and a new sidewalk. The new sidewalk shall be constructed with a minimum width of eight feet, or as otherwise approved by the Planning Department, to ensure compliance with the Resort Area Strategic Action Plan's recommendations with regard to pedestrian connectivity. Additional adjustments and requirements for right-of-way improvements may be applied as part of the final site plan review.
7. All signage on the site shall comply with the requirements of Sections 211, 212, 213, 214, 216 and 905 of the City Zoning Ordinance. A separate sign permit shall be obtained from the Zoning Division prior to the installation of any signage.
8. The applicant shall implement a van shuttle program to transport Staff and volunteers from a satellite parking facility located at 401 West Lane to the subject property when necessary.
9. The applicant shall coordinate with the Virginia Beach Police Department on the creation and implementation of a safety and security plan. Said plan shall address not only the Judeo-Christian Outreach Center property but shall also consider properties in the vicinity. The plan must be accepted by the Virginia Beach Police Department prior to the issuance of the certificate of occupancy for the building.

#### Modification of Conditions

1. All the conditions associated with the Conditional Use Permit and Modifications of Conditions associated with the Group Home, dated, October 1989, February 1992, October 1993, October 1995 and April 2000, shall be deleted and replaced with the conditions below.
2. This Conditional Use Permit for the Group Home shall be subject to administrative approval two (2) years from the date of the Certificate of Occupancy.
3. Patrons awaiting food service shall be accommodated and served inside the building.
4. All food served to the public shall cease by 8:00 p.m.

5. A lighting plan shall be submitted during the site plan review process to ensure proper safety and security on the site. All lighting shall be directed away from the nearby residentially zoned property.
6. Site layout, improvements, and plantings shall be substantially as shown on the conceptual master plan and planting plan titled, "JUDEO-CHRISTIAN OUTREACH CENTER CAMPUS DEVELOPMENT" dated March 8, 2019, as prepared by WPL. Said drawings have been exhibited to the City Council and are on file in the Department of Planning.
7. The architectural design, colors, and materials for the proposed building shall be substantially as shown on the architectural elevations titled "JUDEO-CHRISTIAN OUTREACH CENTER dated August 26, 2019, by TS 3 Architects. Said drawings have been exhibited to the City Council and are on file in the Department of Planning.
8. All landscaping shall be maintained in good health. Any landscaping that fails to grow or is determined to be in poor health shall be replaced with a type and quantity of plantings that is similar to and meets the same intent as the plants shown on the Planting Layout referenced in Condition #1. Any replacement plantings shall be approved by the Development Services Center.
9. All mechanical equipment shall be screened year-round either architecturally or by landscaping or fencing such that it is not visible from the public right-of-way.
10. The applicant shall make all necessary standard right-of-way improvements with the development of this site. Improvements may include but are not limited to pavement widening, curb & gutter, and a new sidewalk. The new sidewalk shall be constructed with a minimum width of eight feet, or as otherwise approved by the Planning Department, to ensure compliance with the Resort Area Strategic Action Plan's recommendations with regard to pedestrian connectivity. Additional adjustments and requirements for right-of-way improvements may be applied as part of the final site plan review.
11. All signage on the site shall comply with the requirements of Sections 211, 212, 213, 214, 216 and 905 of the City Zoning Ordinance. A separate sign permit shall be obtained from the Zoning Division prior to the installation of any signage.
12. The applicant shall implement a van shuttle program to transport Staff and volunteers from a satellite parking facility located at 401 West Lane to the subject property when necessary.
13. The applicant shall coordinate with the Virginia Beach Police Department on the creation and implementation of a safety and security plan. Said plan shall address not only the Judeo-Christian Outreach Center property but shall also consider


properties in the vicinity. The plan must be accepted by the Virginia Beach Police Department prior to the issuance of the certificate of occupancy for the building.

*Further conditions may be required during the administration of applicable City Ordinances and Standards. Any site plan submitted with this application may require revision during detailed site plan review (if such review is required) to meet all applicable City Codes and Standards. All applicable permits required by the City Code, including those administered by the Department of Planning / Development Services Center and Department of Planning / Permits and Inspections Division, and the issuance of a Certificate of Occupancy and a Business License (if applicable), are required before any use of the property as proposed with the application or the Conditional Use Permit (if applicable) is valid.*

In accordance with Section 108 of the City Zoning Ordinance, please remove the public notice sign(s) posted on the referenced property within five (5) days of the date of City Council's decision.

Should you have any questions concerning this notification, please contact me at 757.385.4621.

Sincerely,











William R. Landfair  
Planning Evaluation Coordinator

cc: Judeo-Christian Outreach Center, Inc.





Symbol	Plant Name	Count
	LARGE DAISY TREE	7
	ORNAMENTAL GRASSES	84
	SMALL DECIDUOUS SHRUBS	53
	SMALL EVERGREEN SHRUBS	46
	LARGE EVERGREEN SHRUBS	4
	WAXEN SHRUBS	34
	ERYTHRONIUM HEDGE	1.36 ± SE
	PERENNIAL / BROWNCOVER	1.28 SE

N216-0265  
MARCH 08, 2019

APPROVED  
BY CITY COUNCIL  
SIGN William R. Tadjan  
DATE 7/17/2020  
PLANNING DEPARTMENT





The Kitchen and Carwells run property out to the administration and housing components to maximize open and private space for residents and staff in the rear of the property.



Figures shown will be bid. It is shown as a broken and voidfinder for the building.

#### Facade Materials

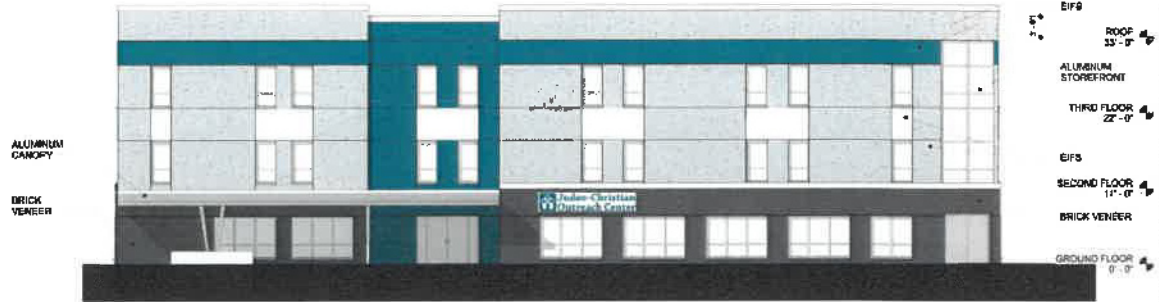
The building features a facade of a composition of SFS, brick, aluminum storefront, and aluminum panels. The building is designed for a pre-emptive process during party pick up days. Both permanent residents and clients have access to the building.

Virginia Beach facade Welcoming Canopy and Office



APPROVED BY CITY COUNCIL	
SIGN	<i>Willie R. Frazier</i>
DATE	7/17/2020
PLANNING DEPARTMENT	

NORTH ELEVATION



Judeo-Christian Outreach Center  
1063 Virginia Beach Blvd  
Virginia Beach, VA 23461  
08.25.18  
SCALE: 3/32" = 1'-0"



APPROVED  
BY CITY COUNCIL

SIGN Willie R. Tisdale

DATE 7/17/2020

PLANNING DEPARTMENT



# **Tab H:**

Attorney's Opinion (MANDATORY)



March 10, 2022

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

RE: 2022 Tax Credit Reservation Request

Name of Development: JCOC 3H Housing

Name of Owner: JCOC 3H Housing, LLC

Gentlemen:

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

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

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

2022

ATTORNEY'S OPINION LETTER, continued

6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
7. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.
8. [Intentionally Deleted. The Development is new construction.]
9. [Intentionally Deleted. The Development is new construction.]

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.**

**McCandlish Holton PC**

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

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

  
Peter L. Henderer, VSB # 40994

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

Director

\_\_\_\_\_  
(Title)

# 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)



## Non-profit Questionnaire

Part II, 13VAC10-180-60, of the Qualified Allocation Plan (the "Plan") of the Virginia Housing (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 (the "Code") establishes certain requirements for receiving credits from the non-profit pool established under the Plan and assigning points for participation of a non-profit organization in the development of qualified low-income housing.

Answers to the following questions will be used by the Authority in its evaluation of whether or not an applicant meets such requirements. [Attach additional sheets as necessary to complete each question.](#)

### 1. General Information

- Name of development: \_\_\_\_\_
- Name of owner/applicant: \_\_\_\_\_
- Name of non-profit entity: \_\_\_\_\_
- Address of principal place of business of non-profit entity: \_\_\_\_\_
- Tax exempt status: ☐ 501(c)(3) ☐ 501(c)(4) ☐ 501(a)
- Date of legal formation of non-profit (must be prior to application deadline); \_\_\_\_\_  
evidenced by the following documentation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached): \_\_\_\_\_
- Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- How many full time, paid staff members does the non-profit and, if applicable, any other non-profit organization(s) ("related non-profit(s)") of which the non-profit is a subsidiary or to which the non-profit is otherwise related have (i.e. by shared directors, staff, etc.)?  
\_\_\_\_\_ How many part time, paid staff members? \_\_\_\_\_  
  
Describe the duties of all staff members:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Non-profit Questionnaire, cont'd

- Does the non-profit share staff with any other entity besides a related non-profit described above?

☐ Yes ☐ No If yes, explain in detail: \_\_\_\_\_

\_\_\_\_\_

- What are the sources and manner of funding of the non-profit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- List all directors of the non-profit, their occupations, their length of service on the board, and their residential addresses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 2. Non-profit Formation

- If this is your first Non-profit Questionnaire in Virginia please explain in detail the genesis of the formation of the non-profit; otherwise please skip this question:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Is the non-profit, or has it ever been, affiliated with or controlled by a for-profit entity or local housing authority?

☐ Yes ☐ No If yes, explain in detail:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Has any for profit organization or local housing authority (including the Owner of the Development, joint venture partner, or any individual or entity directly or indirectly related to such Owner) appointed any directors to the governing board of the non-profit?

☐ Yes ☐ No If yes, explain:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Does any for-profit organization or local housing authority have the right to make such appointments?

☐ Yes ☐ No If yes, explain:

\_\_\_\_\_

\_\_\_\_\_

## Non-profit Questionnaire, cont'd

- Does any for profit organization or local housing authority have any other affiliation with the non-profit or have any other relationship with the non-profit in which it exercises or has the right to exercise any other type of control?

☐ Yes ☐ No, If yes, explain: \_\_\_\_\_

- Was the non-profit formed by any individual(s) or for profit entity for the principal purpose of being included in the non-profit Pool or receiving points for non-profit participation under the Plan?

☐ Yes ☐ No

- Explain any experience you are seeking to claim as a related or subsidiary non-profit.

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### 3. Non-profit Involvement

- Is the non-profit assured of owning an interest in the Development (either directly or through a wholly owned subsidiary) throughout the Compliance Period (as defined in

§42(i)(1) of the Code)?

☐ Yes ☐ No

(i) Will the non-profit own at least 10% of the general partnership/owning entity?

☐ Yes ☐ No

(ii) Will the non-profit own 100% of the general partnership interest/owning entity?

☐ Yes ☐ No

If no to either 3a.i or 3a.ii above, specifically describe the non-profit's ownership interest:

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- (i) Will the non-profit be the managing member or managing general partner?

☐ Yes ☐ No If yes, where in the partnership/operating agreement is this provision specifically referenced?

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(ii) Will the non-profit be the managing member or own more than 50% of the general partnership interest? ☐ Yes ☐ No

- Will the non-profit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity?

☐ Yes ☐ No If yes, where in the partnership/operating agreement is this provision specifically referenced?

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## Non-profit Questionnaire, cont'd

☐ Recordable agreement attached to the Tax Credit Application as TAB V

If no at the end of the compliance period explain how the disposition of the assets will be structured:

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- Is the non-profit materially participating (regular, continuous, and substantial participation) in the construction or rehabilitation and operation or management of the proposed Development?

☐ Yes ☐ No If yes,

- (i) Describe the non-profit's proposed involvement in the construction or rehabilitation of the Development:
- 
- 

- (ii) Describe the nature and extent of the non-profit's involvement in the operation or management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):
- 
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- 

- (iii) Will the non-profit invest in its overall interaction with the development more than 500 hours annually to this venture? ☐ Yes ☐ No If yes, subdivide the annual hours by activity and staff responsible and explain in detail:
- 
- 
- 

- If this is a joint venture, (i.e. the non-profit is not the sole general partner/managing member), explain the nature and extent of the joint venture partner's involvement in the construction or rehabilitation and operation or management of the proposed development.
- 
- 

- Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development?

☐ Yes ☐ No If yes,

- (i) explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.
- 
- 
- 

- Will the non-profit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services? ☐ Yes ☐ No If yes, explain the amount and source of the funds for such payments.
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## Non-profit Questionnaire, cont'd

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- Will any portion of the developer's fee which the non-profit expects to collect from its participation in the development be used to pay any consultant fee or any other fee to a third party entity or joint venture partner? ☐ Yes ☐ No If yes, explain in detail the amount and timing of such payments.

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- Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?  
☐ Yes ☐ No If yes, explain:

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- Will any member of the board of directors, officer, or staff member of the non-profit participate in the development and/or operation of the proposed development in any for-profit capacity?  
☐ Yes ☐ No If yes, explain:

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- Disclose any business or personal (including family) relationships that any of the staff members, directors or other principals involved in the formation or operation of the non-profit have, either directly or indirectly, with any persons or entities involved or to be involved in the Development on a for-profit basis including, but not limited to the Owner of the Development, any of its for-profit general partners, employees, limited partners or any other parties directly or indirectly related to such Owner:

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## Non-profit Questionnaire, cont'd

### 4. Virginia and Community Activity

- Has the Virginia State Corporation Commission authorized the non-profit to do business in Virginia? ☐ Yes ☐ No
- Define the non-profit's geographic target area or population to be served:  

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- Does the non-profit or, if applicable, related non-profit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?  
☐ Yes ☐ No If yes, or no, explain nature, extent and duration of any service:  

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- Does the non-profit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the non-profit on design, location of sites, development and management of affordable housing? ☐ Yes ☐ No If yes, explain:  

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- Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the non-profit to solicit contributions/donations in the target community?  
☐ Yes ☐ No
- Does the non-profit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?  
☐ Yes ☐ No If yes, explain:  

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- Has the non-profit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input? ☐ Yes ☐ No If yes, describe the general discussion points:  

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- Are at least 33% of the members of the board of directors representatives of the community being served? ☐ Yes ☐ No If yes,
  - (i) low-income residents of the community? ☐ Yes ☐ No
  - (ii) elected representatives of low-income neighborhood organizations? ☐ Yes ☐ No

## Non-profit Questionnaire, cont'd

- Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)? ☐ Yes ☐ No
- Does the board of directors hold regular meetings which are well attended and accessible to the target community? ☐ Yes ☐ No If yes, explain the meeting schedule:  

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- Has the non-profit received a Community Housing Development Organization (CHDO) designation, as defined by the U. S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction? ☐ Yes ☐ No
- Has the non-profit been awarded state or local funds for the purpose of supporting overhead and operating expenses? ☐ Yes ☐ No If yes, explain in detail:  

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- Has the non-profit been formally designated by the local government as the principal community-based non-profit housing development organization for the selected target area? ☐ Yes ☐ No If yes, explain:  

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- Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity? ☐ Yes ☐ No If yes, note each such application including: the development name and location, the date of application, the non-profit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).  

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- Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member? ☐ Yes ☐ No If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).  

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- To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before? ☐ Yes ☐ No  

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- Has the non-profit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources? ☐ Yes ☐ No If yes, explain the need identified:  

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## Non-profit Questionnaire, cont'd

### 5. Attachments

Documentation of any of the above need not be submitted unless requested by VHDA

The undersigned Owner and non-profit hereby each certify that, to the best of its knowledge, all of the foregoing information is complete and accurate. Furthermore, each certifies that no attempt has been or will be made to circumvent the requirements for non-profit participation contained in the Plan or Section 42 of the Internal Revenue Code.

2-22-22  
Date

JCOC 3H Housing, LLC  
Owner/Applicant

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

Its: Todd Walker, President of Managin Member

Title

Judeo-Christian Outreach Center, Inc.  
Non-profit

2-22-22  
Date

By: Sharon Smith  
Board Chairman

By: [Signature]  
Executive Director

**Judeo-Christian Outreach Center**  
**Attachments - Non-profit Questionnaire**

**Page 2**

**Describe the duties of all staff members:**

Executive Director (FT): provides oversight and directs the organization, operations, finances, project management, fundraising, marketing, and client intake.

Program Director (FT): provides oversight and supervision for Emergency Housing, Day Support, and Permanent Supportive Housing programs.

Development Director (FT): provides oversight and supervision for all development/fundraising activities, grants management, and feeding programs.

Accounting Manager (FT): oversees and implements bi-weekly payroll and Human Resource tasks; and management of grants to ensure program reimbursements.

Administrative Assistant (FT): answers incoming calls, supports staff, and data entry.

Security (FT): provides secure oversight during Community Dinner operations and evening rounds in support of housing clients at JCOC's apartment building.

Kitchen Manager (FT): oversees daily Community Dinner, Food Pantry, Family Food Box, and Food rescue programs.

Kitchen Manager (PT): supports fulltime kitchen manager in all duties.

Volunteer Coordinator (FT): manages volunteer, community service, and Gift-In-Kind programs.

Senior Housing Support Specialist (FT): manages Veterans Transitional Housing program.

Senior Housing Stabilization Specialist (FT): oversees Rapid Rehousing initiatives.

Housing Locator (FT): partners with landlords to provide affordable permanent housing options for Rapid Rehousing clients.

Housing Stabilization Specialist (FT): provides case management for Rapid Rehousing clients.

Senior Housing Support Specialist Emergency Shelter (FT): provides supervision of Emergency Housing program.

Residential Services Worker Emergency Shelter (FT): provides case management, supervision and support for Emergency Housing clients during overnight hours.

Housing Support Specialists in Day Support and Emergency Housing (FT): provides case management and housing assistance for Day Support & Emergency Housing clients.

Residential Service Workers (PT): 15 positions. Provide supervision, support and guidance for clients where needed in Emergency Housing during the holidays and weekends.

## 2. Non-profit Formation

**If this is your first Non-profit Questionnaire in Virginia please explain in detail the genesis of the non-profit.**

Judeo-Christian Outreach Center (JCOC) is a non-denomination nonprofit organization that has been a pillar of the community services network in Virginia Beach for over 35 years. In 1986, faith-based organizations in Virginia Beach came together to try to help people around the oceanfront who were hungry. In the beginning, meals were served only on Saturdays but there was such a need that very quickly dinners were being served all seven days of the week. On July 13, 1995, Judeo-Christian Outreach Center (JCOC) became the official name of the organization.

With funding from the private sector, state, and local government the property at 1053 Virginia Beach Blvd. was purchased and during the summer of 1990, the Frank Bragg Dining Hall was constructed. The campus included Emergency Housing (shelter) for 50 single homeless men and women.

In 2011, JCOC opened its apartment building at 104 West Lane, Virginia Beach again with funding from the private sector, state and local government. It is home to eight Permanent Supportive Housing clients and sixteen individuals who are a part of JCOC's nationally recognized Veterans Transitional Housing program. The Permanent Supportive Housing program is for chronically homeless and disabled individuals. Clients pay 30 percent of their income for rent and receive case management. The veterans there also pay the same amount, stay for up to one year, receive case management, and are linked to VA services.

JCOC expanded its programs in 2014 with its Rapid Rehousing initiative. Staff work with area landlords to secure affordable housing options for single homeless adults. Clients receive home based case management services for up to two years and financial rental assistance on a case-by-case basis.

In the Fall of 2018, JCOC partnered with the City of Virginia Beach and moved its Emergency Housing (shelter) for single homeless adults from the 1053 Virginia Beach Blvd. campus into the Housing Resource Center on Witchduck Rd. There, the organization continued to have the only year round shelter in Virginia Beach for single homeless adults. The partnership also included JCOC staff operating the Day Support program in the same building. Unsheltered homeless adults have access to showers, laundry, and mail delivery services as well as Housing Support Specialists who connect them to housing and other services needed to succeed.

Today, by partnering with over 100 volunteer groups, churches, synagogues, civic groups and individuals, we serve over 100,000 free meals worth of food annually through Food Pantry, Family Food Box and daily Community Dinner to families, individuals and veterans who are facing food insecurity. In addition, JCOC's housing programs serve hundreds of people in need, finding permanent housing for more than 200 every year.

JCOC's footprint has expanded from one address to three different sites over the years. In response to the severe lack of affordable housing and those continuing to struggle with food in security in Virginia Beach, JCOC's campus located at 1053 Virginia Beach Blvd., Virginia Beach, will soon expand its footprint to include affordable housing for low-income individuals and new dining hall and kitchen. JCOC's future

includes dramatically improving our capacity to serve those in need – now and for the next several generations.

#### **Page 4**

**(iii) Will the non-profit invest in its overall interaction with the development more than 500 hours annually to its venture? If yes, subdivide the annual hours by activity and staff responsible and explain in detail:**

Yes, JCOC's daily operations will be conducted from this development. The executive director, administrative assistant, security and multiple administrative staff will each be dedicating at least 2,000 hours to the success of this development's venture. JCOC staff has been working on this project for more than two years raising funds, preparing the design of the development, working with the City to secure funding and vouchers, and preparing for closing and construction commencement (250 hours). During the construction phase JCOC staff will oversee the construction of the development (100 hours) and in the operational phase JCOC staff will oversee operational/compliance duties, property management duties and day-to-day business (1000 hours). Supportive staff of JCOC's organization will spend a minimum of (1,000) hours providing specialized case support to incoming, current and exiting tenants and ongoing supportive services. A fulltime and part-time kitchen manager will provide more than (1,000) hours in overseeing the feeding programs in the kitchen and dining hall – all of which are tenants will be welcome and encouraged to participate. Additional community classes, workshops and telehealth services will be available for tenants and others in need.

#### **Page 6**

#### **4. Virginia and Community Activity**

**Define the non-profit's geographic target area or population to be served:**

This project will offer 38 new SRO units for rents that will address local cost burden with affordable housing for those who are homeless.

100% of the units of this project will be served by a Section 8 Project Based Voucher rental assistance contract through the City of Virginia Beach. The geographic target area will be under agreement between the JCOC organization and the City of Virginia Beach with a focus towards permanent supportive housing. JCOC's existing housing programs serve single male and female adults (18+) who are below the poverty level in the greater Hampton Roads area. Those served include veterans and chronically homeless individuals. Most of the residents who enter our housing programs are indigent with no income. Most households utilizing the feeding program are living below the poverty line or on a fixed income. Our feeding programs serve families and individuals living in households struggling with food insecurity. Our client demographics are variable but on average 48% of our clients are persons of color and 5% are Hispanic/Latinx. Additionally, 55% of our clients are male, 40% female, and 5% non-identifying. While most clients are from Virginia Beach, JCOC serves people throughout the Hampton Roads region.

Our campus is in the historic Seatack Neighborhood of Virginia Beach, VA. Our location is within the City's Resort Strategic Growth Area and we are also in a qualified census tract and Virginia/Federal Opportunity Zone. The mixed-use area has a combination of residential, commercial, and industrial development. The site has walking access to shopping, dining, recreation, churches, and public transportation and is along the Downtown Norfolk/VA Beach Oceanfront Hampton Roads Transit Route 20. The site is approximately

one mile west of the Oceanfront and just over half mile from the ViBe Creative District which is a hub for cultural and arts in the region. Adequate utilities are available to service the site through existing infrastructure. According to 2020 Census data, 89.4% of housing units in the tract are occupied. The area is racially diverse with 31.1% of the community identifying as black and 39% of the community identifying as white.

**Does the non-profit or, if applicable, related non-profit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?**

JCOC has been serving the community through its feeding and housing programs every day where the proposed development is located since 1990.

**Does the non-profit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?**

Yes. We are a long-standing partner with the City of Virginia Beach and an active member in BEACH (Bringing an End to All City Homelessness). Envisioned as a true public/private partnership, this project represents the coming together of the City, the Commonwealth, community leaders, and a broad philanthropic base to address hunger and homelessness in our community.

The project has the approval of City Council, the Planning Commission, and the Mayor. JCOC is working with a team experienced in affordable housing development including TS3 (project architects), WPL (project engineering & site design), VCDC (low-income housing tax credit syndicator), and Creative Design Partners (project manager) to design, develop, and build our vision. Our builder will be determined by RFP process later this spring. In addition to our development partners, we anticipate new Continuum of Care partnerships opportunities once the building is open. We are currently speaking with a major healthcare provider to explore offering telehealth services on campus.

To date, we have raised over \$2.6 million in support of the project. This includes gifts and pledges totaling \$410,000 from 100% of the JCOC Board, almost \$500,000 in individual gifts from the community, over \$600,000 in grants from foundations and corporations, over \$30,000 from the faith community, and \$1,100,000 from the City of Virginia Beach. Significant to note, the City of Virginia Beach has also awarded the project 38 Project Based Vouchers which will help ensure operational sustainability of the facility once complete. We currently have over \$1 million in grant applications and personal pledges pending. We are continuing to solicit public and private donors for the project.

**Has the non-profit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input? If yes, describe general discussion points:**

JCOC leadership has discussed the specific programs that will occupy the new space with community, civic and neighborhood groups. Those programs include affordable housing, Community Dinner, Food Pantry and Family Food Box.





## BOARD OF DIRECTORS 2022

<p><b>George E. Moore, III, Co-Chair</b> Community Volunteer 757-478-4184 (cell) 757-431-1352 (home) <a href="mailto:unimoore69@gmail.com">unimoore69@gmail.com</a> 958 Quail Run Quay Virginia Beach, VA 23452 Spouse: Janet</p> <p>Church/Affiliation: Foundry United Methodist</p> <p>Board Member since: 2007</p>	<p><b>Sharon Smith, Co-Chair</b> Carpet World Carpet One Floor Trader of Virginia Prosourc of Hampton Roads 757-288-9889 (cell) 757-547-7656 (home) 757-853-8250 (fax) <a href="mailto:sharonkerlinsmith@yahoo.com">sharonkerlinsmith@yahoo.com</a> 393 Dorsey Lane, Virginia Beach, VA 23451</p> <p>Church/Affiliation: Great Bridge United Methodist</p> <p>Board Member since: 2009</p>	<p><b>Drew Lankford, Vice-Chair</b> City of VB Dept. of Public Works 757-385-8062 (office) 757-409-4353 (cell) <a href="mailto:drew.lankford3@gmail.com">drew.lankford3@gmail.com</a> 2129 General Booth Blvd., #103-212 Virginia Beach, VA 23454</p> <p>Church/Affiliation: Nimmo United Methodist</p> <p>Board Member since: 2008</p>
<p><b>Victor Philleo, Treasurer</b> Waterfront Advisory Group of Raymond James 222 Central Park Avenue, Suite 1600 Virginia Beach, VA 23462 757-278-5805 (office) 866-522-9639 757-439-0970 (cell) <a href="mailto:victor.philleo@raymondjames.com">victor.philleo@raymondjames.com</a> 1428 Back Cove Road Virginia Beach, VA 23454</p> <p>Church/Affiliation: St. Michaels Lutheran Church</p> <p>Board Member since: May 2011</p>	<p><b>Bob Bibbs, Secretary</b> Daniel W. Hargrave, CPC, PC 2610 Potters Road Virginia Beach, VA 23452 757-340-1598 (home) 757-377-7065 (cell) <a href="mailto:rbibbs@gmail.com">rbibbs@gmail.com</a> 888 Bishopsgate Lane Virginia Beach, VA 23452 Spouse: Carol</p> <p>Church/Affiliation: King's Grant Presbyterian Church</p> <p>Board Member since: April 2018</p>	<p><b>Jeff Brown</b> Bank of America Private Bank 999 Waterside Dr., Ste.800, Norfolk, VA 23510 757-625-9877 (office) 757-470-7417 (home) <a href="mailto:Jeff.W.Brown@bofa.com">Jeff.W.Brown@bofa.com</a> <a href="mailto:Brownjw757@gmail.com">Brownjw757@gmail.com</a> 1333 Beacons Reach Dr., Virginia Beach, VA 23454</p> <p>Church/Affiliation: Star of the Sea Catholic Church</p> <p>Board Member since: Jan. 2020</p>
<p><b>Laura Contreras Rowe</b> Exp Reality 757-374-3758 (cell) <a href="mailto:laurarowe@laurarowe.com">laurarowe@laurarowe.com</a> 4145 Hermitage Point Virginia Beach, VA 23455 Spouse: Keith</p> <p>Church/Affiliation: Wave Church</p> <p>Board Member since: May 2020</p>	<p><b>Frederick (Freddie)Preston Fletcher III</b> Development Manager, The Lawson Companies 757-287-2888(cell) <a href="mailto:ffletch757@gmail.com">ffletch757@gmail.com</a> 3124 Coopers Arch Virginia Beach, VA 23456 Spouse: Mary</p> <p>Name of place of worship: Galilee Church</p> <p>Board member since: Aug. 2021</p>	<p><b>Steven Freeman</b> Davenport &amp; Company 757-306-4801(office) 757-567-8663(cell) <a href="mailto:stevefreeman@investdavenport.com">stevefreeman@investdavenport.com</a> 1400 East Bayshore Drive Virginia Beach, VA 23451 Spouse: Nancy</p> <p>Church/Affiliation: Galilee Episcopal Church</p> <p>Board Member since: Jan. 2019</p>

<p><b>Jim McCaa</b> Community Volunteer 757- 428-9122 (home) 757- 613-8958 (cell) <a href="mailto:jmccaa1@cox.net">jmccaa1@cox.net</a> 103 43rd Street Virginia Beach, VA 23451 Spouse: Betty</p> <p>Church Affiliation: Galilee Episcopal Church</p> <p>Board Member Since: Oct. 2016</p>	<p><b>Mark Matel</b> Enterprise Community Partners 500 E Main St 16th floor, Suite 1666, Norfolk, VA 23510 (617)596-7542 <a href="mailto:markpmatel@gmail.com">markpmatel@gmail.com</a> 1325 Westmoreland Avenue Norfolk, VA 23508 Spouse:</p> <p>Church/Affiliation:</p> <p>Board Member since: June 2020</p>	<p><b>Michele Partridge-Lane</b> Russell's Heating Cooling Plumbing &amp; Electric 1100 Executive Blvd. Chesapeake, VA 23320 757-343-8946 (cell) <a href="mailto:mplane@russellshvac.com">mplane@russellshvac.com</a> (w) 2320 Country Glen Ct. Virginia Beach, VA 23453 Spouse: Mark</p> <p>Church/Affiliation: Courthouse Community UMC</p> <p>Board Member since: April 2018</p>
<p><b>Allison Stanton McDuffie</b> The Neighborhood Harvest 1013 Abington Road Virginia Beach, VA 23451 757-233-5159 (home) 757-639-4165 (cell) <a href="mailto:dmcduffie@cox.net">dmcduffie@cox.net</a> Spouse: Duff</p> <p>Church/Affiliation: Galilee Episcopal Church</p> <p>Board Member since: April 2017</p>	<p><b>Gabrielle (Gabi) Rosenblum</b> Community Volunteer (757) 535-3326 (cell) <a href="mailto:Peepers12098@gmail.com">Peepers12098@gmail.com</a> 1728 River Court, Virginia Beach, VA 23454 Spouse: Richard</p> <p>Name of place of worship: Congregation Beth El, Norfolk</p> <p>Board member since: Feb. 2021</p>	<p><b>Liz Stevenson</b> Community Volunteer 2028 Pungo Ridge Court Virginia Beach, VA 23457 757-635-2814 (cell) <a href="mailto:liz@stevenson.net">liz@stevenson.net</a> Spouse: Kevin</p> <p>Church/Affiliation: Charity United Methodist Church</p> <p>Board Member since: April 2018</p>
<p><b>Bob Timms</b> Inman &amp; Strickler PLC 575 Lynnhaven Pkwy. Suite 200 Virginia Beach, VA 23452 757-486-7055 (office) 757-431-0410 (fax) 757-630-9562 (cell) 757-481-7126 (home) <a href="mailto:rtimms@inmanstrickler.com">rtimms@inmanstrickler.com</a> 1425 Ruthland Drive Virginia Beach, VA 23454 Spouse: Kimberley</p> <p>Church/Affiliation: Galilee Episcopal Church</p> <p>Board Member since: June 2010</p>		



## Non-profit Questionnaire Request for Supplemental Documentation

Part II, Section 6, of the Qualified Allocation Plan ("QAP") of the Virginia Housing (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 (the "Code") establishes certain requirements for receiving credits from the Non-profit Pool established under the QAP and assigning points for participation of a non-profit organization in the development of qualified low-income housing.

Please submit the following only if the Non-profit has not previously been approved as a qualified Non-profit to compete for tax credits in the Non-profit pool in the community where the proposed development is located.

- ☒ IRS Determination Letter
- ☒ Articles of Incorporation and by-laws
- ☐ Joint Venture Agreement ☒ Check if not applicable
- ☐ Consultant's Contract ☒ Check if not applicable
- ☒ Virginia Department of Agriculture and Consumer Services Form 102
- ☒ Non-profit's last 3 years of IRS Form 990
- ☒ Non-profit's most recent financial statements
- ☐ Other (please list)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you cannot provide any of the above, please provide a written explanation.

The undersigned Non-profit hereby each certify that, to the best of its knowledge, all of the foregoing information is correct, complete and accurate. Furthermore, each certifies that no attempt has been or will be made to circumvent the requirements for non-profit participation contained in the Plan or Section 42 of the Internal Revenue Code.

2-22-22  
Date

Judeo-Christian Outreach Center, Inc.

Non-profit

By:

Sharon Smith  
Board Chairman

By:

[Signature]  
Executive Director

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
31 HOPKINS PLAZA  
BALTIMORE, MD 21201

DEPARTMENT OF THE TREASURY

Date: MAY 22 1992

Employer Identification Number:  
54-1417126

Contact Person:

EO DETERMINATION DATE

Contact Telephone Number:  
(410) 960-7756

VIRGINIA BEACH CHRISTIAN OUTREACH  
GROUP INC  
1053 VIRGINIA BEACH BLVD  
VIRGINIA BEACH, VA 23451-5641

Our Letter Dated:  
April 25, 1988  
Addendum Applies:  
Yes

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(c) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 507(a) of the Code because you are an organization of the type described in section 507(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 507(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 507(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

VIRGINIA BEACH CHRISTIAN OUTREACH

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

*A. J. Lightner*  
Director

Enclosure: 1.  
Addendum

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

July 13, 1995

The State Corporation Commission has found the accompanying  
articles submitted on behalf of

JUDEO-CHRISTIAN OUTREACH CENTER, INC.  
(FORMERLY, JUDEO-CHRISTIAN OUTREACH SHELTER, INC)

to comply with the requirements of law, and confirms payment of all related  
fees.

Therefore, it is ORDERED that this

CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the office  
of the Clerk of Commission, effective July 13, 1995 at 11:54 am.

The corporation is granted the authority conferred on it by law in accordance  
with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION  
By   
Commissioner

AMENACPT  
CIS20436  
95-07-12-0117

Federal ID number: 54-1417126

VIRGINIA BEACH CHRISTIAN OUTREACH

Guidelines under which private foundations may rely on this determination, for gifts, grants, and contributions made after March 18, 1989, were liberalized and published in Rev. Proc. 89-23, Cumulative Bulletin 1989-1, page 344.

You are required to make available for public inspection a copy of your exemption application, and supporting documents, and this exemption letter. If you are required to file an annual information return, you are also required to make a copy of the return available for public inspection for three years after the return is due. Failure to make these documents available for public inspection may subject you to a penalty of \$10 per day for each day there is a failure to comply (up maximum of \$5,000 in the case of an annual return). See Internal Revenue Service Notice 88-120, 1988-2 C.B. 454 for additional information.



Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248358237  
May 05, 2015 LTR 4168C 0  
54-1417126 000000 00  
00018997  
BODC: TE

JUDEO-CHRISTIAN OUTREACH CENTER  
INC  
1053 VIRGINIA BEACH BLVD  
VIRGINIA BCH VA 23451



001083

Employer Identification Number: 54-1417126  
Person to Contact: Mr. Kammerer  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Apr. 24, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in October 1987.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.



0248358237  
May 05, 2015 LTR 4168C 0  
54-1417126 000000 00  
00018998

JUDEO-CHRISTIAN OUTREACH CENTER  
INC  
1053 VIRGINIA BEACH BLVD  
VIRGINIA BCH VA 23451

If you have any questions, please call us at the telephone number  
shown in the heading of this letter.

Sincerely yours,



Doris Kenwright, Operation Mgr.  
Accounts Management Operations 1

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

*Richmond,*      October 31, 1986

*This is to Certify that the certificate of incorporation of*

VIRGINIA BEACH CHRISTIAN OUTREACH GROUP,  
INC.

*was this day issued and admitted to record in this office  
and that the said corporation is authorized to transact its  
business subject to all the laws of the State applicable to the  
corporation and its business.*



*State Corporation Commission*

*Longm. Bryant*  
Clerk of the Commission

ARTICLES OF INCORPORATION  
OF  
VIRGINIA BEACH CHRISTIAN OUTREACH GROUP, INC.

This is to certify that I, the undersigned, desire to and do hereby establish a non-stock corporation under the provisions of Chapter 2 of Title 13.1 of the Code of Virginia, and to that end set forth the following:

ARTICLE I

The name of the corporation is VIRGINIA BEACH CHRISTIAN OUTREACH GROUP, INC.

ARTICLE II

PURPOSES AND POWERS

1. The purpose for which the corporation is formed is exclusively for religious, charitable, and other similar non-profitable purposes, as contemplated by Section 501(c)(3) of the Internal Revenue Code of 1954 (any reference herein to any provision of such Code shall be deemed to mean provisions as now or hereafter existing, amended, supplemented, or superceded). More specifically, the purpose of the Corporation is:

- a. To provide, establish, maintain and operate physical facilities for the purpose of providing shelter and related social services in a christian environment for homeless and indigent people in the City of Virginia Beach, Virginia, and to raise funds from any known available sources in order to accomplish the foregoing purposes.
- b. To engage in any transaction or business incidental to the purposes set forth in this Article and not prohibited to

corporations of this character under the laws of the State of Virginia, and to this end, the Corporation may do all and everything necessary, incidental, and proper to the attainment of any of the objects or exercise of any of the rights or powers hereinbefore set forth, and to have and exercise all the powers conferred by the laws of the State of Virginia, it being expressly provided that the enumeration of specific powers herein contained shall not be held to limit or restrict in any manner the general powers of the Corporation.

c. This Corporation is not organized for pecuniary profit. It shall not have any power to issue certificates of stock or declare dividends, and no part of its net earnings shall inure to the benefit of any director or officer. The balance, if any, of all money received by the Corporation from its operation, after the payment in full of all debts and obligations of the Corporation of whatever kind and nature, shall be used and distributed exclusively for the purposes set forth above.

2. The assets of the Corporation shall be at all times dedicated to the purposes set forth above, and none of the net earnings shall inure in whole or in part to the benefit of any private individual, association or corporation. If, for any reason, it becomes necessary to dissolve or liquidate the Corporation, the remaining assets of the Corporation, after its lawful obligations and all other requirements of law are met and complied with, shall be transferred to or conveyed to one or more corporations, societies,

or organizations engaged in activities similar to those of the Corporation and qualify under Section 501(c)(3) of the Internal Revenue Code of 1954, as may be specified in a plan of distribution adopted as provided by law or as directed by a Court of competent jurisdiction.

3. The Corporation may solicit and receive funds and property by gift, transfer, devise or bequest, and may administer and apply such funds and property only in the furtherance of the recreational purposes set out in Subparagraph 1 of this Article.

4. The Corporation shall not engage in any activities attempting to influence legislation, nor shall it directly or indirectly participate or intervene (including publishing or distributing statements) in any political campaigns on behalf of any candidate for public office or any other activity not within the purposes set out in Subparagraph 1 above.

5. The Corporation shall do any and all lawful acts and things which may be necessary, useful, suitable or proper for the furtherance or accomplishment for the purposes and powers of the Corporation, and shall exercise all powers possessed by Virginia corporations of similar character, including the power to own, lease, contract for the purchase and sale of, and to mortgage or otherwise encumber, real and personal property.

### ARTICLE III

This Corporation shall have no members.

### ARTICLE IV

#### BOARD OF DIRECTORS

1. The affairs of the Corporation shall be managed by

the Board of Directors. The initial number of directors of the Corporation shall be four (4). The number of directors may be increased or decreased from time to time by amendment to the Bylaws.

2. The names and addresses of the persons who are to serve as the initial directors are as follows:

Richard H. Powell  
209 53rd Street  
Virginia Beach, VA 23451

Donald C. Soloman  
1608 Arctic Avenue  
Virginia Beach, VA 23451

Candace E. Lebo  
2412 Jenan Road  
Virginia Beach, VA 23451

Sheldon L. Corner  
325 Susan Constant Drive  
Virginia Beach, VA 23451

3. Each person now or hereafter a director or officer of the Corporation (and his heirs, executors and administrators) shall be indemnified by the Corporation against all claims, liabilities, judgments, settlements, costs and expenses, including all attorneys fees, imposed upon or reasonably incurred by him in connection with or resulting from any action, suit, proceeding, or claim to which he is or may be made a party by reason of his being or having been a director or officer of the Corporation (whether or not a director or officer at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters as to which he shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of his duties as such director or officer. In the event of any other judgment against such director or officer or in the event of a settlement, the indemnification shall be made only if the Corporation shall be advised, in case none of the persons involved shall be or


have been a director, by the Board of Directors of the Corporation, and otherwise by independent counsel to be appointed by the Board of Directors, that in its or his opinion such director or officer was not guilty of gross negligence or willful misconduct in the performance of his duty, and in the event of a settlement, that such settlement was or is in the best interest of the Corporation. If the determination is to be made by the Board of Directors, it may rely as to all questions of law on the advice of independent counsel. Such right of indemnification shall not be deemed exclusive of any rights to which he may be entitled under any Bylaw, Agreement, vote of stockholders, or otherwise.

4. The term of office for the initial Board of Directors shall be one (1) year. Thereafter, the directors shall be elected annually by the directors then in office. Unless provided otherwise in the Bylaws, there shall be no limitation upon the number of terms that a director may serve.

#### ARTICLE V

The initial registered office of the Corporation is to be located at Suite 500, Pembroke Five Building, Virginia Beach, Virginia, 23462. The name of the city in which the initial registered office is located is Virginia Beach, Virginia. The name of the initial Registered Agent is Donald E. Lee, Jr., who is a resident of the State of Virginia, a member of the Virginia State Bar, and whose business address is the same as the registered office of the Corporation.

GIVEN under my hand this 28th day of October, 1986.

  
DONALD E. LEE, JR., INCORPORATOR

ARTICLES OF AMENDMENT  
OF THE ARTICLES OF INCORPORATION  
OF  
JUDEO-CHRISTIAN OUTREACH CENTER, INC.

FIRST: On the 9th day of August, 1993, at a meeting of the Board of Directors, all of whom were present, it was found that the following proposed Amendment of the Articles of Incorporation was in the best interest of the Corporation.

BE IT RESOLVED:

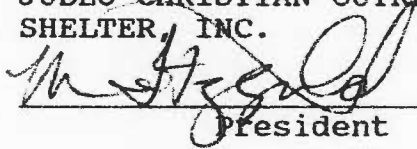
That the President and Secretary of the Corporation are hereby authorized and directed to make application to the State Corporation Commission to modify the Articles of Incorporation to change the name of the Corporation from Judeo-Christian Outreach Shelter, Inc., to Judeo-Christian Outreach Center, Inc.

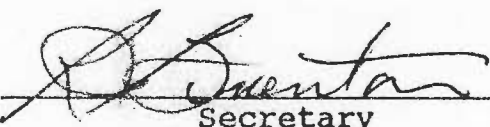
SECOND: As evidenced by the quorum in attendance at the meeting and their signatures to the Minutes, the directors having been given proper notice as provided by the laws of the Commonwealth of Virginia, the Articles of Incorporation and Bylaws, adopted, ratified and confirmed the above action taken at the meeting of August 9, 1993.

Dated: May 31st, 1995

JUDEO-CHRISTIAN OUTREACH  
SHELTER, INC.

By:

  
President

  
Secretary



COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

July 13, 1995

The State Corporation Commission has found the accompanying  
articles submitted on behalf of

JUDEO-CHRISTIAN OUTREACH CENTER, INC.  
(FORMERLY JUDEO-CHRISTIAN OUTREACH SHELTER, INC. )

to comply with the requirements of law, and confirms payment of  
all related fees.

Therefore, it is ORDERED that this


CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in  
the Office of the Clerk of the Commission, effective July 13, 1995  
at 11:54 AM.

The corporation is granted the authority conferred on it by law in  
accordance with the articles, subject to the conditions and  
restrictions imposed by law.

STATE CORPORATION COMMISSION

By



Commissioner

AMENACPT  
CIS20436  
95-07-12-0117

ARTICLES OF AMENDMENT  
OF THE ARTICLES OF INCORPORATION  
OF

VIRGINIA BEACH CHRISTIAN OUTREACH GROUP, INC.

FIRST: On the 1st day of August, 1991, at a meeting of the Board of Directors, all of whom were present, it was found that the following proposed Amendment of the Articles of Incorporation was in the best interest of the Corporation.

BE IT RESOLVED:

That the President and Secretary of the Corporation are hereby authorized and directed to make application to the State Corporation Commission to modify the Articles of Incorporation to change the name of the Corporation from Virginia Beach Christian Outreach Group, Inc., to Judeo-Christian Outreach Shelter, Inc.

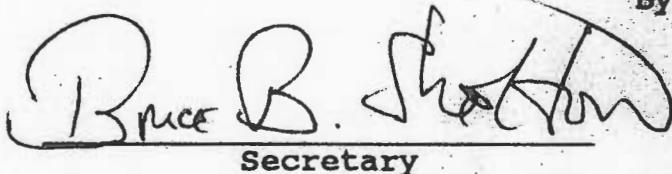
SECOND: As evidenced by the attendance at the meeting and their signatures to the Minutes, the directors waived any and all notice as provided by the laws of the Commonwealth of Virginia, the Articles of Incorporation and Bylaws and adopted, ratified and confirmed all action taken at the meeting of August 1, 1991.

Dated: August 1, 1991

VIRGINIA BEACH CHRISTIAN  
OUTREACH GROUP, INC.

BY

  
President

  
Secretary

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

August 13, 1991

The State Corporation Commission has found the accompanying articles submitted on behalf of

JUDEO-CHRISTIAN OUTREACH SHELTER, INC.  
(FORMERLY VIRGINIA BEACH CHRISTIAN OUTREACH GROUP, INC. )

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective August 13, 1991.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

Thomas P. Harwood, Jr.

Commissioner

AMENACPT  
CIS20422  
91-08-13-0036

# Commonwealth of Virginia



## State Corporation Commission

*I Certify the Following from the Records of the Commission:*

The foregoing is a true copy of all documents constituting the charter of JUDEO-CHRISTIAN OUTREACH CENTER, INC. on file in the Clerk's Office of the Commission.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:  
April 21, 2015*

*Joel H. Peck*

Joel H. Peck, Clerk of the Commission

**AMENDED AND RESTATED BY-LAWS OF THE  
JUDEO-CHRISTIAN OUTREACH CENTER, INC.**

**A Virginia Non-Stock Corporation**

**Article I – General**

**Section 1. Name**

The name of this corporation shall be “Judeo-Christian Outreach Center, Inc.” (herein called The Corporation).

**Section 2. Office**

The principal office of the Corporation shall be located at 1049-1053 Virginia Beach Boulevard, Virginia Beach, VA 23451 or at such other location as the Board of Directors may determine.

**Section 3. Seal**

The corporate Seal shall have inscribed on it the name of the Corporation.

**Article II – Purpose and Prohibited Activities**

**Section 1. Purpose**

The Corporation is organized and shall be operated exclusively for the charitable and educational purposes as may qualify it for tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1954 or its successor’s provisions. More specifically, such purposes include, but are not limited to:

- A. The Center will help members of families find their way out of poverty, addiction and lack of discipline at its Shelter and other transitional housing.
- B. The Center will act as a center of information and advocacy, noting the need for such in employment, housing, financial assistance, mental health and counseling;
- C. The Center will carry on any activity by dealing with and expending any property or income therefrom for any lawful purpose without limitations, except such limitations, if any, as may be contained in the instrument under which property is received, The Articles of Incorporation, the Certificate of Incorporation, these BY-LAWS, or any other limitations as are prescribed by law.

## **Section 2. Limitations**

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, the directors or Officers of the Corporation, except that the Corporation shall have the authority to pay reasonable compensation for services actually rendered to or for the Corporation, except as provided in Section 501(II) of the Internal Revenue Code. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or otherwise intervene in (including the publication or distribution of statements), any political campaign on behalf of or in opposition to candidates for public office. Notwithstanding any other provisions of the BY-LAWS or the Articles of Incorporation, or any provisions of the Commonwealth of Virginia governing or pertaining to the Corporation, the Corporation shall not engage in or carry on any activity not permitted to be engaged in or carried on by a corporation described in Section 501(c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future income tax law).

## **Article III - Partners**

### **Section 1. Eligibility**

Any natural person, church, synagogue or organization expressing an interest in the purpose and work of the Corporation may become a partner of the Corporation upon approval by the Board of Directors.

### **Section 2. Rights of Partners**

Partner organizations will be able to volunteer and provide assistance to the Corporation as approved by the Executive Director. A partner shall have no right to vote on any Corporation matter.

### **Section 3. Dues**

There shall be no dues.

## **Article IV – Board of Directors**

### **Section 1. Number**

The affairs of the Corporation shall be managed by the Board of Directors composed of no more than nineteen persons, of which 50% shall be affiliated with partner organizations.

### **Section 2. Election and Term of Office**

The Board of Directors shall be elected at a meeting of the Board of Directors. The term of the directors shall be for two (2) years and shall begin January 1 following their election to office. In the event of the removal or resignation or death of a board member, the term of new board members will be determined by the term of the member replaced.

A board member may succeed himself for only two (2) consecutive terms for no more than six (6) years. After serving three (3) consecutive terms, a board member must vacate his position for at least one year before seeking re-election to another term. However, the terms of Officers of the Corporation who serve as directors shall be extended in accordance with Article V, Section 2, and so long as such individual holds an officer position with the Corporation.



There shall be staggered terms of office for board members so that one-half of the directorships shall be up for election each year (or if the number does not evenly divide by thirds, the board shall be divided as close to thirds as possible). After the adoption of this Amended and Restated Bylaws, the system for staggered terms of office shall be implemented as follows: At the meeting of the Board of Directors at which these bylaws are adopted there shall be a drawing in order to determine the initial consecutive six year maximum terms of the board members ("Consecutive Term Limit"). After the drawing, 3 board members shall have an initial Consecutive Term Limit of one year, 3 board members shall have a Consecutive Term Limit of two years, 3 board members shall have a Consecutive Term Limit of three years, 3 board members shall have a Consecutive Term Limit of four years, 3 board members shall have a Consecutive Term Limit of five years, and 3 board members shall have a Consecutive Term Limit of six years. The minutes of this board meeting shall show the results of the drawing. Initial directors serving less than a full Consecutive Term limit as their initial term (i.e., directors who draw a one-year Consecutive Term Limit, two-year Consecutive Term Limit, etc.), shall be considered to have served a full Consecutive Term Limit for purposes of the limits on more than three consecutive terms. Notwithstanding anything contained herein to the contrary, following the aforesaid drawing the effective date of a board member's term shall be January 1 of the year in which these bylaws are adopted.

### **Section 3. Resignation**

Any director may resign at any time by delivering a written resignation to the Board of Directors.

### **Section 4. Removal of Directors**

A director may be removed from office at a meeting of the Board of Directors called expressly for that purpose. The Board of Directors shall have the authority to remove a director by a majority vote at a Board of Directors meeting, providing seven days written notice of the meeting is given to all board members.

### **Section 5. Vacancies**

Any vacancy occurring in the Board of Directors, including a vacancy resulting from an increase by not more than two in the number of directors may be filled by the affirmative vote of a majority of the remaining directors.

### **Section 6. Meetings**

The Board of Directors shall have an open monthly meeting on the third Tuesday of the month or on the day of the month that the Chairman (or two Co-Chairs) of the Board shall decide. Cancellation of meetings and special meetings of the Board of Directors may be called by the Executive Director, the Chairman (or two Co-Chairs) of the Board or upon the request of one-third of the board members. The elections of board members and officers shall occur at the October Board of Directors meeting unless such elections are rescheduled by a majority vote of the Board of Directors.

### **Section 7. Notice**

A notice of all unscheduled special meetings shall be sent to each board member and officer at

least seven days prior to the special meeting.

#### **Section 8. Meeting by Conference Telephone**

Unless otherwise restricted by the Articles of Incorporation or by these BY-LAWS, members of the Board of Directors may participate at a meeting of the Board of Directors by means of telephone conversation and participation by such means shall constitute presence in person at such meeting. Alternatively, members may participate at a meeting of the Board of Directors via email and participation by such means shall constitute presence in person at such meeting.

#### **Section 9. Quorum**

One-half of the number of directors currently actively serving shall constitute a quorum for the transaction of business. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, except as otherwise provided, the Board of Directors can take no official action.

#### **Section 10. Action by Unanimous Written Consent**

Any action required by Virginia Law to be taken at a meeting of the Board of Director or any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all the directors. Action taken under this section shall be effective when the last director signs the consent unless the consent specifies a different effective date and states the date of execution by each director, in which event it shall be effective according to the terms of the consent. A written consent and the signing thereof may be accomplished by one or more electronic transmissions. Such consent shall have the same force and effect as a unanimous vote.

#### **Section 11. Compensation**

No compensation shall be paid to members of the Board of Directors for their service as directors

#### **Section 12. Duties and Responsibilities of the Board Directors**

In managing the affairs of the Corporation, members of the Board of Directors shall:

- A. Carry out the corporate purpose of the Corporation.
- B. Assist in securing adequate financial support.
- C. Attend at least six out of twelve Board of Director meetings during the year.
- F. Approve annual budget.
- C. Employ, dismiss and give general supervision to the Executive Director of the Corporation. The Executive Director will be the Chief Executive Officer of the Corporation and shall be employed at the direction of the Board of Directors. He/she shall perform such other duties as may be determined by the Board of Directors. The Executive Director is an Ex Officio member of every committee.
- D. Delegate to the Executive Director responsibility for the management of the Corporation and its funds within the scope of the general policies of the Corporation.

#### **Section 13. Amendment of Bylaws**

These Bylaws may be altered, amended or repealed, and new bylaws may be made and adopted at any annual or regular meeting of the Board of Directors, or at any special meeting called for that



purpose, by the affirmative vote of a majority of the board members in office.

## **Article V – Officers**

### **Section 1. Designation**

The Officers of the Corporation shall consist of the Chairman (or two Co-Chairs) of the Board of Directors, the Vice-Chairman, the Secretary, the Treasurer and such other officers as the Board of Directors may from time to time designate.

### **Section 2. Election and Term of Office**

Officers of the Corporation shall be elected each two (2) years by the Board of Directors. If the Board of Directors selects an individual to an officer position who is himself/herself not on the Board of Directors, he/she will automatically become a voting member of the Board of Directors. The Board of Directors shall fill vacancies occurring during the year.

### **Section 3. Resignation**

Any officer may resign at any time by delivering a written letter of resignation to the Board of Directors.

### **Section 4. Removal of Officers**

Any officer may be removed at any time by a majority vote by the Board of Directors at a duly held meeting, a quorum being present, providing seven days' written notice is given to all board members.

### **Section 5. Duties and Responsibilities of Officers.**

A. Chairman (or the two Co-Chairs) of the Board of Directors: The Chairman (or the two Co-Chairs) of the Board shall preside at all meetings of the Board of Directors and shall perform such other duties as may be determined by the Board of Directors. The Chairman (or the two Co-Chairs) of the Board is/are Ex Officio member(s) of all committees.

B. Vice-Chairman of the Board: The Vice-Chairman of the Board will preside at meetings of the Board of Directors in the absence of the Chairman (or both of the Co-Chairs) of the Board. The Vice-Chairman of the Board is an Ex Officio member of all committees.

C. Secretary: The Secretary, or the Secretary's designate, shall keep the minutes of all meetings of the Board of Directors and all meetings of the members of the Corporation. The Secretary will serve as the corresponding secretary when directed by the Chairman (or either of the Co-Chairs) of the Board.

E. Treasurer: The Treasurer shall have, with the Executive Director, responsibility for corporate funds and securities, report the financial condition of the Corporation to the Board of Directors, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. He/she shall be responsible for the deposit of all monies and other valuable effect in the name, and to the credit, of the Corporation in such depositories as

may from time to time be designated by the Board of Directors. The Treasurer will serve as the Chairperson of the Finance Committee.

F. All officers are members of the Board of Directors and are entitled to vote at all meetings. The Executive Director is non-voting member of the Board of Directors.

## **Article VI – Committees**

**Section 1. Standing Committees:** There may be two (2) Standing Committees: Executive and Financial.

These committees will be considered Operational Committees of the Board of Directors and shall be established by the Board of Directors

### **Section 2. Selection of Board Membership the Standing Committees**

The Chairman (or the two Co-Chairs) of the Board of Directors, shall designate the Chair and Co-Chair of each standing committee. Each member of the Board of Directors may be required to serve as either the Chair or Vice-Chair of one of the committees. Committee membership may be extended to non-members of the Board of Directors.

### **Section 3. Committee Actions**

The actions of all committees shall be presented as recommendations to the Board of Directors for action.

### **Section 4. Specific Responsibilities of Committees**

#### **A. Executive Committee**

**1. Members:** The Chairman (or the two Co-Chairs), the Vice-Chairman, the Secretary and the Treasurer will serve on the Executive Committee.

**2. Duties:** The Executive Committee meetings will be call by the Chairman (or the two Co-Chairs) or any two members and will advise the Chairman (or the two Co-Chairs) on all aspects of the Corporation and may act on behalf of the Board of Directors when authorized by the Board of Directors to do so.

#### **B. Finance Committee**

**1. Members:** The Treasurer shall be the chair of the Finance Committee, which shall include three other board members.

**2. Duties:** The Finance Committee is responsible for developing and reviewing fiscal procedures, fundraising plans, the annual budget with staff and other board members and function as an audit committee and act as liaison with the Corporation's outside certified professional accounting firm. The Board must approve the budget and all expenditures must be within budget. Any major change in the budget must be approved by the Board or the Executive Committee. Annual reports are required to be submitted to the Board showing income, expenditure, and pending

income. The financial records of the organization are public information and shall be made available to the board members, and public.

#### **Section 5. Ad Hoc Committees.**

- 1. Formation.** Ad Hoc Committees may be formed for the special tasks when needed as determined by the Board of Directors. At the time an Ad Hoc Committee is established, the Board of Directors shall specify the purpose and responsibilities of the committee.
- 2. Appointment.** The chair of any Ad Hoc Committee shall be appointed by the Board of Directors. Members of the committee may be selected by the Board of Directors or by the chair of the specific committee.
- 3. Termination.** An Ad Hoc Committee shall be terminated when its assigned task is completed or at the direction of the Board of Directors.

### **Article VII – JCOC Advisory Committee**

#### **Section 1. Members:**

The purpose of the JCOC Advisory Committee is to give support to the JCOC. Members need not be members of a partner organization.

#### **Section 2. Appointment:**

Members of the JCOC Advisory Committee will be appointed by the Executive Director with the approval of the Board of Directors.

#### **Section 3. Resignation:**

Any JCOC Advisory Committee member may resign at any time by notifying the Executive Director

#### **Section 4. Removal of members:**

A JCOC Advisory Committee member may be removed at any time by a majority of the Board of Directors at a duly held meeting, a quorum being present.

### **Article VIII – Books, Records and Finances**

#### **Section 1. Books and Records:**

The Corporation shall keep correct and complete books of account and shall keep minutes of the proceedings of the Board of Directors and any committees or subcommittees having the authority of the Board of Directors. It shall keep at its principal office record of the names and addresses of its Board of Directors. All books and records of the Corporation may be inspected by any member of the Board of Directors, or his/her agent or attorney, for any reasonable purpose at any reasonable time.

#### **Section 2. Corporate Funds:**

All fund of the Corporation not otherwise employed shall be deposited in such banks, trust companies or other reliable depositories as the Board of Directors shall determine.

### **Section 3. Loans**

No loan or advances shall be contracted on behalf of the Corporation and no note or other evidence of indebtedness shall be issued in its name, unless authorized by the Board of Directors. Any such authorizations shall relate to specific transactions and may include authorizations to pledge, as security for loans or advances so authorized, any and all securities and other personal property at any time held by the Corporation.

### **Section 4 Contracts**

The Chairman (or the two Co-Chairs) of the Board, the Vice-Chairman, the Executive Director or any other officer specifically authorized by the Board of Directors may, in the name of and on the behalf of the Corporation, enter into those contracts or execute and deliver those instruments that are authorized by the Board of Directors.

### **Section 5. Fiscal Year**

The fiscal year of the Corporation shall be from July 1 to June 30 of the following year.

### **Section 6. Fidelity Bonds**

The Board of Directors may require that officers and employees of the Corporation handling or responsible for corporate or trust funds shall furnish adequate fidelity bonds to be paid for by the Corporation.

### **Section 7. Contracts with Directors or Officers**

No director or officer shall engage in any contract relating to the Corporation unless (a) such contract shall be authorized by a 3/4 majority of the Board of Directors present and voting at a regular meeting and (b) the facts and nature of such involvement shall have been fully disclosed to the members of the Board of Directors at the meeting at which such contract is so authorized. The potential contractor shall abstain from the vote.

### **Section 8. Loans to Directors and Officers**

No loans shall be made by the Corporation to its directors or officers. The directors of the Corporation who vote for or assent to the making of a loan to a director or officer of the Corporation or any officer participating in the making of such a loan shall be jointly and severally liable to the Corporation for the amount of such loan until repayment thereof.

## **Article IX - Amendments**

### **Section 1. Amendments by Members**

These BY-LAWS may be amended at any meeting of the Board of Directors of the Corporation at which a quorum is present, by a two-thirds vote of the board members present and entitled to vote, provided that a written notice of such proposed amendment shall be contained in the material sent to each board member 10 days prior to the meeting.

## Article X - Parliamentary Authority

### Section 1. Parliamentary Authority

Conduct of meetings of the Corporation shall be Robert's Rules of Order, revised, except where it is in conflict with these BY-LAWS.

I, Doug Archer, Secretary of Judeo-Christian Outreach Center, Inc., a Virginia nonstock corporation, do hereby certify that the foregoing is a true and correct copy of the Corporation's Amended and Restated Bylaws as adopted by the Board of Directors of the Corporation by majority vote on April 19, 2016

**JUDEO-CHRISTIAN OUTREACH CENTER, INC.**

By: 

Secretary

THE BY-LAWS OF  
JUDEO-CHRISTIAN OUTREACH CENTER INC.  
TO BE APPROVED AT THE 2005 ANNUAL MEETING

A Virginia Non-Stock Corporation

**Article I – General**

Section 1. Name

The name of this corporation shall be “Judeo-Christian Outreach Center Inc.” (Herein called the Corporation).

Section 2. Office

The principal office of the Corporation shall be located at 1049-1053 Virginia Beach Boulevard, Virginia Beach, VA.

Section 3. Seal

The corporate Seal shall have inscribed on it the name of the Corporation.

**Article II – Purpose and Prohibited Activities**

Section 1. Purpose

The Corporation is organized and shall be operated exclusively for the charitable and educational purposes as may qualify it for tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1954 or its successor’s provisions. More specifically, such purposes include, but are not limited to:

- A. Providing homeless persons temporary shelter;
- B. Assisting homeless persons to find and manage resources necessary to correct their homeless situations;
- C. Providing a daily meal to anyone in need of such;
- D. Acting as a center of information and advocacy, noting the need for such in employment, housing, financial assistance, mental health and counseling;
- E. Carrying on any activity and dealing with and expending any property or income therefrom **for** any lawful purpose without limitations, except such limitations, if any, as may be contained in the instrument under which property is received, The Articles of Incorporation, the Certificate of Incorporation, these BY-LAWS, or any other limitations as are prescribed by law.

## Section 2. Limitations

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, the directors or Officers of the Corporation, except that the Corporation shall have the authority to pay reasonable compensation for services actually rendered to or for the Corporation, except as provided in Section 501(II) of the Internal Revenue Code. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or otherwise intervene in (including the publication or distribution of statements), any political campaign on behalf of or in opposition to candidates for public office. Notwithstanding any other provisions of the BY-LAWS or the Articles of Incorporation, or any provisions of the Commonwealth of Virginia governing or pertaining to the Corporation, the Corporation shall not engage in or carry on any activity not permitted to be engaged in or carried on by a corporation described in Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future income tax law).

## **Article III - Membership**

### Section 1. Eligibility

Any natural person, church, synagogue or organization expressing an interest in the purpose and work of the Corporation may become a member upon approval by the board of directors.

### Section 2. Rights of Members

There shall be but one class of members. Member organizations will be encouraged to have two representatives, one to serve as a liaison for the feeding program, and one to serve as a liaison for other remaining activities. Each member organization shall be entitled to one vote on each matter submitted to a vote at a meeting of the members, although each organization may have several representatives present at meetings. No member shall be entitled to any divided or any part of the income of the Corporation or to share in the distribution of the corporate assets upon the dissolution of the Corporation. Churches, synagogues, and other organization becoming members are encouraged to designate in writing individuals to represent them.

One representative will be designated to serve as a “communication link” with his/her member organization.

### Section 3. Dues

There shall be no dues.

### Section 4. Annual Meeting

An annual meeting of the members shall be held each year in October at a time and location selected by the Board of Directors, for the purpose of electing directors and transacting any other business as may properly come before the meeting.

### Section 5. Special Meetings

Special meetings of the members, for any purpose(s) unless otherwise prescribed by statute or by the articles of incorporation or these BY-LAWS, may be called at any time by the Executive Director, the Board of Director or at least one-fifth of the members. The order calling the special meeting shall set forth the date on which such meeting will be held and the general nature of the business to be transacted at such meeting.

#### Section 6. Notice

Notice of all meetings of the members of the Corporation, annual or special, shall be sent by the Executive Director by mail to each member at least ten days before the meeting is held.

#### Section 7. Quorum

At any meeting of members of the Corporation, the presence of one-third of the members entitled to vote (represented in a quorum or by proxy) shall constitute a quorum. The vote of the majority of the votes entitled to be cast by the members present in person (or by proxy) at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members unless a greater proportion is required by Virginia law or the Articles of Incorporation. Less than a quorum may adjourn.

#### Section 8. Substitution of Members

Members' attendance is encouraged at each annual meeting. If a member cannot attend, the church or organization will arrange for a replacement representative.



## **Article IV – Board of Directors**

### **Section 1. Number**

The affairs of the Corporation shall be managed by the Board of Directors composed of no more than nineteen persons, of which 60% shall be affiliated with member organizations.

### **Section 2. Election and Term of Office**

The Board of Directors shall be elected at the Annual Meeting of the members. The term of the directors shall be for two years and shall begin January 1 following their election to office.

### **Section 3. Resignation**

Any director may resign at any time by delivering a written resignation to the Board of Directors.

### **Section 4 Removal of Directors**

A director may be removed from office at a meeting of the members called expressly for that purpose, by such vote as would suffice for his/her election. The Board of Directors shall have the authority to remove by 3/4ths vote any director, providing seven days written notice is given to all board members.

### **Section 5. Vacancies**

Any vacancy occurring in the board of Directors, including a vacancy resulting from an increase by not more than two in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors.

### **Section 6. Meetings**

The Board shall have an open monthly meeting on the second Monday of the month. Cancellation of meetings, and special meetings of the Board may be called by the Executive Director or upon request of one-third of the members of the Board.

### **Section 7. Notice**

A notice of all unscheduled special meetings shall be sent to each Board member and officer at least seven days prior to the special meeting.

### **Section 8. Meeting by Conference Telephone**

Unless otherwise restricted by the Articles of Incorporation or by these BY-LAWS, members of the Board may participate at a meeting of the Board by means of which all person participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

### **Section 9. Quorum**

One-half of the number of directors currently actively serving shall constitute a quorum for the transaction of business. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, except as otherwise provided, no official action can be taken by the Board of Directors.

### **Section 10. Action by Unanimous Written Consent**

Any action required by Virginia Law to be taken at a meeting of the Board of Director or any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all the directors.

Such consent shall have the same force and effect as a unanimous vote.

#### Section 11. Compensation

No compensation shall be paid to Directors for their service as directors

#### Section 12. Duties and Responsibilities of the Board

In managing the affairs of the Corporation, the board shall:

- A. Carry out the corporate purpose of the Corporation.
- B. Assist in securing adequate financial support and supervise expenditure of corporate funds
- C. Employ, dismiss and give general supervision to the Executive Director of the Corporation and its funds within the scope of the general policies of the Corporation. The Executive Director shall be the Chief Executive Officer of the Corporation and shall be employed at the direction of the Board of Directors and shall perform such other duties as may be determined by the Board of Directors.
- D. Delegate to the Executive Director responsibility for the management of the Corporation and its funds within the scope of the general policies of the Corporation.
- E. Attend at least six out of twelve Board meetings during the year.
- F. To set and amend staff salaries and benefits.

## **Article V – Officers**

### **Section 1. Designation**

The Officers of the Corporation shall consist of Chairman of the Board of Directors, one or more Vice-Chairmen, Secretary, Treasurer and such other officers as the Board may from time to time designate.

### **Section 2. Election and Term of Office**

Officers of the Corporation shall be elected each year by the Board of Directors, If the Board selects an individual to an officer position who is himself not on the Board, he/she will automatically become a voting member of the said Board. Vacancies occurring during the year shall be filled by the Board of Directors.

### **Section 3. Resignation**

Any officer may resign at any time by delivering a written resignation to the Board of Directors.

### **Section 4. Removal of Officers**

Any officer may be removed at any time by a 3/4ths vote by the Board of Directors at a duly held meeting, a quorum being present, providing seven days written notice is given to all board members.

### **Section 5. Duties and Responsibilities of Officers**

A. Chairman of the Board of Directors: The Chairman of the Board shall preside at all meetings of the Board of Directors and shall perform such other duties as may be determined by the Board of Directors.

B. Vice Chairman of Operations: The Vice Chairman of Operations shall have management authority for Finance, Property, Public Relations & Communications and Resource Development Committees of the Board Directors and shall have any additional duties as may be determined by the Board of Directors. In the absence of the Chairman of the Board, the Vice Chairman of Operations shall preside at the Board of Directors meetings.

C. Vice Chairman of Administration: The Vice Chairman of Administration shall have management authority for the Programs and Administration & Operations Committees of the Board of Directors and shall have any additional duties as may be determined by the Board of Directors.

D. Secretary: The Secretary, or the Secretary's designate, shall keep the minutes of all meetings of the Board of Directors and all meetings of the members of the Corporation. The Secretary will serve as the corresponding secretary when directed by the Chairman of the Board.

E. Treasurer: The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. He/She shall be responsible for the deposit of all monies and other valuable effect in the name, and to the credit, of the Corporation in such depositories as may from time to time be designated by the Board of Directors. The Treasurer will serve as the Chairperson of the Finance Committee.

F. All officers are members of the Board of Directors and are entitled to vote at all meetings. The Executive Director is a non-voting member of the Board of Directors

## **Article VI – Committees**

### **Section 1. Standing Committees:**

There will be six Standing Committees all of which will be considered Operational Committees of the Board of Directors. These committees shall include but not be limited to the following. Any of these committees can be incorporated into any other committee upon the decision of the Chairman of the Board of Directors.

- 1) Finance
- 2) Property
- 3) Resource Development, Public Relations & Communications
- 4) Programs
- 5) Administration, Operations and Strategic Planning
- 6) Legal

### **Section 2. Selection of Membership and Standing Committees**

The Chairman of the Board of Directors, with the approval of the Board of Directors, shall designate the Chair and Co-Chair of each operational committee. Each member of the Board of Directors shall be required to serve as either the Chair or Co-Chairs of one of the operational committees with the exception of the Board members who serve as Chairman of the Board or Vice Chair(s) of the Board. The membership of all operational committees, excluding the Chair and Co-Chair, shall be non-members of the Board of Directors and wherever possible, shall be a member of one of the member organizations as defined in Article III.

### **Section 3. Special Committees**

The Chairman of the Board, with the approval of the Board, shall appoint such special ad hoc committees as shall be deemed necessary from time to time.

### **Section 4. Committee Actions**

The actions of all committees except the Strategic Planning Committee shall be subject to Board approval.

### **Section 5. Specific responsibilities of Committees**

#### **A. Finance Committee:**

The Treasurer will serve as Chairperson of the Finance Committee. It shall be the responsibility of the Finance Committee to oversee the financial operations of the Corporation. The Finance committee will:

1. Analyze and review all fiscal reports and budgets, arrange for and review the audit and present the report to the Board, and supervise all fiscal accounting practices and procedures to ensure the fiscal solvency of the Corporation.
2. Recommend to Board of Directors appropriate investment of corporate assets.
3. Execute other duties as the Chairman of the Board of Directors shall direct.

8.

#### **B. Property Committee:**

The Property Committee shall be responsible for the design and construction of new structures, the

maintenance and appearance of existing structures and for group rentals or uses JCOC assets.

It will execute other duties as the Chairman of the Board of Directors shall direct.

**C. Resource Development, Public Relations & Communications Committee:**

This committee will:

1. Present an annual fund-raising plan to the Board of Directors for approval. The plan will cover securing gifts from public and private sources, including individuals, businesses, member organizations, foundations, and local, state and federal government sources. The plan will cover capital and operational fund raising.
2. The plan will ensure the proper recording and acknowledgment of gifts from donors.
3. During the year, any fund raising strategies not included in the plan may be utilized should the Development Committee deem them appropriate.
4. Develop a plan to present the JCOC to the community, member organizations, government agencies and other organizations with purposes similar to the JCOC. As such, this Committee will be responsible for handling all public relations efforts associated with events of the JCOC, including fundraisers. In addition, this Committee shall be responsible for soliciting and coordinating volunteers from both the public and member organizations to assist in the various activities of the JCOC.
5. Execute other duties as the Chairman of the Board of Directors shall direct.

**E. Programs.**

The Programs Committee shall be responsible for planning and managing all of the educational assistance efforts associated with efforts of the JCOC in fulfilling its purposes as stated in Article II, Section I. This Committee shall consist of no less than one resident or former resident.

It will execute other duties as the Chairman of the Board of Directors shall direct.

**F. Administration, Operations and Strategic Planning:**

This committee shall be responsible for

1. Managing the office, dining hall, thrift store, and all of the personnel of the JCOC.
2. Assuming responsibility for developing and implementing policies and procedures for the conduct of daily affairs of JCOC.
3. Assuming responsibility for recruiting candidates for Board of Director, Officer, and Advisory Council positions with JCOC. This committee shall present a list of qualified candidates to the Board of Directors for their approval at the Board Meeting immediately preceding the annual meeting of the Corporation. All candidates having been approved by the Board of Directors shall be presented to the membership for elections at the annual meeting.

4. Assuming responsibility for developing and updating future plans for expansion of services, facilities, staff and activities such that the financial and human resources of the JCOC are utilized and developed to their maximum potential.

It will execute other duties as the Chairman of the Board of Directors shall direct.

#### **G. Legal:**

This committee will handle all legal affairs of the Corporation and will execute other duties as the Chairman of the Board of Directors shall direct.

### **Article VII - Advisory Council**

#### **Section 1. Members:**

The purpose of the Advisory Council is to give counsel, advice, and support to the JCOC. Members need not be members of a member organization.

#### **Section 2. Appointment:**

Members of the advisory Council will be appointed by the Board of Directors upon the recommendation of the Strategic Planning Committee.

#### **Section 3. Resignation:**

Any Advisory Council member may resign at any time by notifying the members of the Board of Directors.

#### **Section 4. Removal of members:**

An Advisory Council member may be removed at any time by a majority of the Board of directors at a duly held meeting, a quorum being present.

#### **Section 5. Function of the Members of the Advisory Council:**

The Advisory Council will be available to give counsel and/or support to the Board of Directors from time to time.

### **Article VIII - Books, Records, and Finances**

#### **Section 1. Books and Records**

The Corporation shall keep correct and complete books of account and shall keep minutes of the proceedings of the Board of Directors, and any committees or subcommittees having the authority of the Board and shall keep at its principal office record of the names and addresses of its members entitled to vote. All books and records of the Corporation may be inspected by any member, or his/her agent or attorney, for any reasonable purpose at any reasonable time.

#### **Section 2. Corporate Funds**

All funds of the Corporation not otherwise employed shall be deposited in such banks, trust companies or other reliable depositories as the Board shall determine.

#### **Section 3. Loans**

No loans or advances shall be contracted on behalf of the Corporation and no note or other evidence of indebtedness shall be issued in its name, unless authorized by the Board of Directors. Any such authorizations shall relate to specific transactions and may include authorization to

pledge, as security for loans or advances so authorized, any and all securities and other personal property at any time held by the Corporation.

#### Section 4. Contracts

The Chairman of the Board, the Vice-Chairmen, the Executive Director or any other officer specifically authorized by the board may, in the name of and on the behalf of the Corporation, enter into those contracts or execute and deliver those instruments that are authorized by the Board.

#### Section 5. Fiscal Year

The fiscal year of the Corporation shall be from July 1 to June 30 of the following year.

#### Section 6. Fidelity Bonds

The board may require that officers and employees of the Corporation handling or responsible for corporate or trust funds shall furnish adequate fidelity bonds to be paid for by the Corporation.

#### Section 7. Contracts with Directors or Officers

No director or officer shall engage in any contract relating to the Corporation unless (a) such contract shall be authorized by a 3/4 majority of the Board present and voting at a regular meeting and (b) the facts and nature of such involvement shall have been fully disclosed to the members of the Board at the meeting at which such contract is so authorized. The potential contractor shall abstain from the vote.

#### Section 8. Loans to Directors and Officers

No loans shall be made by the Corporation to its directors or officers. The directors of the Corporation who vote for or assent to the making of a loan to a director or officer of the Corporation or any officer participating in the making of such a loan shall be jointly and severally liable to the Corporation for the amount of such loan until repayment thereof.

### **Article IX - Amendments**

#### Section 1. Amendments by Members

These BY-LAWS may be amended at any meeting of the members of the Corporation at which a quorum is present, by a two-thirds vote of the members present and entitled to vote, provided that a written notice of such proposed amendment shall be contained in the material sent to each member 10 days prior to the meeting.

### **Article X - Parliamentary Authority**

#### Section 1. Parliamentary Authority

Conduct of meetings of the Corporation shall be Robert's Rules of Order, revised, except where it is in conflict with these BY-LAWS.



# COMMONWEALTH of VIRGINIA

**Jewel H. Bronaugh, Ph.D**  
*Commissioner*

**Department of Agriculture and Consumer Services**

**Division of Consumer Protection**  
*Office of Charitable and Regulatory Programs*

**June 25, 2020**

Enotify to: twalker@jcoc.org; From: aaron.graves@vdacs.virginia.gov; Sent: Thu 06/25/20 11:13 am

Mr. Todd A. J. Walker  
Executive Director  
Judeo-Christian Outreach Center, Inc.  
1053 Virginia Beach Boulevard  
Virginia Beach, VA 56784

Dear Mr. Walker:

This confirms receipt of your completed Form 102, "Virginia Registration Statement for a Charitable Organization," under Section 57-49 of the Virginia Solicitation of Contributions Law (Law), and your registration fee in the amount of \$325.

We have reviewed your completed Form 102 and accompanying materials and found your organization to be in compliance with the registration requirements of section 57-49 of the Law. Your organization is registered through November 15, 2020.

The issuance of this registration does not constitute an endorsement by the Commonwealth of Virginia, or by any of its departments, offices or employees, of the purpose or person conducting charitable solicitations.

It is your responsibility to advise potential donors, in a written statement on your solicitation materials, that a financial statement is available upon written request from the Office of Charitable and Regulatory Programs.

If we can be of further assistance, please do not hesitate to contact us at 804-786-1343, Option 1.

Office of Charitable and Regulatory Programs  
Charitable Programs Unit



FORM 102 – CHECKLIST OF REQUIRED ATTACHMENTS

<input checked="" type="checkbox"/>	<b>ALL Registrants MUST file the following items:</b>
<input checked="" type="checkbox"/>	Remittance form and check, made payable to "Treasurer of Virginia."
<input checked="" type="checkbox"/>	Listing of <b>names, titles</b> , and addresses of <b>the current</b> officers, directors, trustees, and any principal salaried executive staff. <b>Titles are required</b> ; addresses are not required if the named individuals are to be contacted at the organization's primary address. We will <b>not</b> accept the listing included in the most recently completed IRS Form 990 since that listing is not for the current year.
<input checked="" type="checkbox"/>	<p><b>Financial report.</b> <u>All organizations with prior financial history</u> shall file a copy of one of the following:</p> <p>(1) The most recently completed IRS Form 990, 990-PF, or 990-EZ, with all schedules, as required by the IRS, except Schedule B, and with all attachments, as filed with the IRS. The form <b>must be signed</b> or, if the form is filed electronically with the IRS, the organization must submit a <b>signed</b> copy of the IRS e-file signature authorization; or</p> <p>(2) Certified audited financial statements for the most recently completed fiscal year; or</p> <p>(3) If the annual income of the organization qualifies the organization to file Form 990-N with the IRS, a certified treasurer's report for the past fiscal year. Form 990-N is <b>NOT</b> an acceptable financial statement. A "certified treasurer's report" is an income and expense statement <b>and</b> a balance sheet for the most recently completed fiscal year and include the certification <b>signed</b> by the treasurer, "I hereby certify that, to the best of my knowledge, the financial statement above is accurate and correct. //signed."</p> <p><b>Important Note:</b> If your most recently completed financial report is not ready by the registration due date, you may request an extension of time to file your registration statement for either 3 or 6 months. The extension request may be mailed, faxed to our office at 804-225-2666, or emailed to <a href="mailto:OCARPUNIT.vdacs@vdacs.virginia.gov">OCARPUNIT.vdacs@vdacs.virginia.gov</a>, and must include: 1) the organization's name, 2) Federal Identification Number (FEIN), and 3) the extension request length of time, which is either for 3 months or 6 months.</p> <p>If you do <b>not</b> provide the correct financial report by the required/extended due date, and have not requested an extension of time to file, you will be assessed a <b>late fee</b> of \$100.</p> <p><b>Newly formed organizations:</b> shall file a copy of the board-approved budget of anticipated revenues and expenses for the <b>CURRENT</b> year. Please notate on the budget the date of board approval.</p>
<input type="checkbox"/>	A list of the addresses and telephone numbers for any branch offices in Virginia, if you answered " <b>yes</b> " to <b>question 4</b> .
<input type="checkbox"/>	A list of any chapters, branches or affiliates' names, addresses and telephone numbers, if you are a parent organization as identified by your response to <b>question 7</b> .
<input checked="" type="checkbox"/>	Copy of signed contract(s) between your organization and each professional fundraising counsel and / or professional solicitor, if you answered " <b>yes</b> " to <b>question 19</b> .
<input type="checkbox"/>	Copy of any amendments to your articles of incorporation, not previously filed. If unincorporated, file any amendments to the governing documents, not previously filed.
<input type="checkbox"/>	Copy of amendments to your by-laws, not previously filed.
<input type="checkbox"/>	IRS determination letter and any subsequent modifications, if the organization is listed with the IRS as tax exempt, <b>not previously filed</b> . If tax-exemption is pending, the completed IRS application form, as filed with the IRS.
<input checked="" type="checkbox"/>	<b>First-time / Initial filers MUST also file <u>copies</u> of the following items:</b>
<input type="checkbox"/>	Certificate of incorporation, if the organization is incorporated. If the organizing jurisdiction does not issue a certificate, the articles must bear a state stamp or seal.
<input type="checkbox"/>	Articles of incorporation, if the organization is incorporated, and any subsequent amendments to those documents. If unincorporated, file any other governing documents.
<input type="checkbox"/>	Bylaws and any amendments.
<input type="checkbox"/>	IRS determination letter and any subsequent modifications, if the organization is listed with the IRS as tax exempt. If tax-exemption is pending, the completed IRS application form, as filed with the IRS.

VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
OFFICE OF CHARITABLE AND REGULATORY PROGRAMS  
PO Box 526, Richmond, VA 23218-0526  
Phone: 804-786-1343 • www.vdacs.virginia.gov

OCRP-102 Revised 11/21

REMITTANCE FORM  
CHARITABLE ORGANIZATION  
FORM 102

**YOU MUST USE THIS FORM TO RECEIVE PROPER CREDIT OF YOUR FEE(S)**

Organization name: JUDEO CHRISTIAN OUTREACH CENTER, INC.  
Address: 1053 VIRGINIA BEACH BOULEVARD  
VIRGINIA BEACH, VA 23451  
Federal Employer Identification Number: 54-1417126

**REGISTRATION FEE AMOUNT**

Your annual registration, which includes the annual fee payment, is due every year, on the fifteenth day of the fifth month from the end of the organization's most recently completed fiscal year, unless the organization has requested an extension of either three months or six months to file.

**Initial:** First time registrants pay a \$100 initial fee. If the organization has prior financial history, the organization is **also** required to pay an annual fee. Organizations with no financial history are **not** required to pay an annual fee.

**Late:** If your registration has lapsed, you will be required to pay the \$100 late fee **and** the annual registration fee. **You will never pay an initial and late registration fee at the same time.**

**Annual:** See page seven of Form 102 for annual registration fee calculations.

Initial Registration Fee (\$100): \$ \_\_\_\_\_ (910-02184)

Late Registration Fee (\$100): \$ \_\_\_\_\_ (910-02184)

Annual Registration Fee: \$ 325 (910-02619)

(See pg. 7 of Form 102)

Total Fees: \$ 325

To assist us in tracking your payment,  
please enter your **Check Number:** 28453

**MAKE CHECKS PAYABLE TO: TREASURER OF VIRGINIA**

The Code of Virginia authorizes state agencies to assess interest, administrative charges and penalty fees for returned checks and past-due accounts in accordance with guidelines promulgated by the Department of Accounts.

**PLEASE ATTACH COMPLETED REMITTANCE FORM TO FRONT OF REGISTRATION FORM WITH CHECK ATTACHED AND MAIL TO:**

Virginia Department of Agriculture and Consumer Services  
P.O. Box 526  
Richmond, VA 23218-0526



VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
OFFICE OF CHARITABLE AND REGULATORY PROGRAMS  
PO Box 526, Richmond, VA 23218-0526  
Phone: 804-786-1343 • www.vdacs.virginia.gov

OCRP-102 Revised 11/21  
Form 102, Page 1

REGISTRATION STATEMENT FOR A CHARITABLE ORGANIZATION  
FORM 102

Please choose the type of registration:

<input type="checkbox"/>	Initial Registration
<b>OR</b>	
<input type="checkbox"/>	Annual Renewal

Unless otherwise noted, all information provided on this form and attachments must be for the **CURRENT** fiscal year. Financial reports (except budgets) will be for the **most recently completed** fiscal year. Any change in information filed must be submitted to the Office of Charitable and Regulatory Programs (OCRP) within seven (7) days of the change.

All questions **MUST** be answered. If a question does not apply, then indicate "NO" or "N/A". Failure to properly complete this form or to submit all additional documentation required by any applicable section of the Rules Governing the Solicitation of Contributions will result in an incomplete registration. Your organization may not solicit in the Commonwealth of Virginia until it is properly registered.

1. Organization's legal name:

JUDEO CHRISTIAN OUTREACH CENTER, INC.

2. List any other names under which you may solicit contributions in Virginia:

3. Required primary address: 1053 VIRGINIA BEACH BOULEVARD

VIRGINIA BEACH

City

VA

State

23451

Zip Code

"Primary address" means the bona fide physical street address of the organization or sole proprietor. **P.O. Boxes will not be accepted.** Pursuant to §57-49.2 of the Code of Virginia, if the organization does not maintain an office, use the address of the person having custody of its financial records.

4. Does the organization maintain any other offices in Virginia?

☐

Yes

☒

No If "Yes," then attach a list of the addresses and telephone numbers for those offices.

"Other offices" will include locations where the organization may administer a program or house administrative functions. "Other offices" will not include the names and addresses of chapters, branches or affiliates soliciting in Virginia, as provided in response to question 7 of this form.

5. Mailing address if different from primary address above:

City

State

Zip Code

6. Other contact information: (757) 491-2846  
Telephone, including area code

JCOC.ORG

Internet URL

(757) 425-2607  
Fax, including area code

JCOC@JCOC.ORG

Organization's official e-mail address\*

\*The Official E-mail address entered above will be used for the notifications unless alternate email preference is indicated here: TWALKER@JCOC.ORG

7. Locations of other chapters, branches, affiliates:

Does the organization have any chapters, branches or affiliates in Virginia?

☐

Yes

☒

No

If "Yes,"

i) Attach a list of the affiliates' names, addresses and telephone numbers.

ii) Are the income and expenses of these affiliates included in your organization's financial statement?

☐

Yes

☐

No

If "Yes," a joint registration may be issued to the parent organization which would apply to those subordinate organizations whose finances are reported jointly with the parent organization. **Please refer to 2VAC5-610-30 of the Rules Governing the Solicitation of Contributions for information regarding whether the parent qualifies to file a consolidated or joint registration.**

8. Please check one:

	Type of organization
<input checked="" type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Other (specify):

9. Date of incorporation or formation: 10/31/1986

10. In what city was the organization legally established? VIRGINIA BEACH

City

VA

State

11. What is the main purpose of the charitable organization?

Provide temporary shelter, food, rehabilitation programs, rental housing, and permanent housing to those in need.

12. Name and address of designated agent for receipt of process (service of legal documents) within the Commonwealth of Virginia. **NOTE: If no agent is designated, the organization shall be deemed to have designated the Secretary of the Commonwealth.**

Name and Company Name

Address

City

State

Zip Code

13. Organization's fiscal year:

a) Dates of the **CURRENT** fiscal year: From: 07/01/2021

To:

06/30/2022

b) Has the organization recently changed its fiscal year?

☐

Yes

☒

No

If "Yes," then provide the dates of the "short" fiscal year:

From: \_\_\_\_\_

To: \_\_\_\_\_

14. Is the organization exempt under the Internal Revenue Code?

☒

Yes

☐

No

15. Key personnel:

- a) Full name and title of the individuals having signatory power over the organization's funds:

TODD A. J. WALKER, EXECUTIVE DIRECTOR

- b) Full name and title of the individuals who approve the organization's budget:

TODD A. J. WALKER, EXECUTIVE DIRECTOR

- c) Has the organization, or any officer, professional fund-raiser or professional solicitor thereof, ever been convicted of a felony?

☐

Yes

☒

No

If "Yes," then attach a statement providing a description of the pertinent facts.

- d) For the **CURRENT** fiscal year, attach a listing of the organization's officers, directors, trustees, and principal salaried executive staff which includes names, addresses, and titles. We will not accept the listing provided in the IRS Form 990. **Note:** Your registration will be considered incomplete if the listing does not include **titles**. Addresses are not required if the named individuals are to be contacted at the organization's primary address.

16. Financial statements – please complete the following calculations using your financials from the **most recently completed fiscal year**. In order to complete VDACS Form 102, organizations will need to refer to internal financials to list fundraising and management expenses:

**16(A): Percentage of fundraising expenses:**

- |   |                               |
|---|-------------------------------|
| 1) Total amount of contributions received directly from the public: (found on the IRS Form 990, Page 9, Part VIII, line 1h / 990EZ, Page 1, Part 1, Line 1 (less government grants))                                | \$ <u>3,053,009</u>           |
| 2) Total spent on fundraising, including contracts with professional fund-raising counsel or professional solicitors: (found on IRS Form 990, Page 10, Part IX, Line 25, Column D / 990EZ, Page 1, Part 1, Line 13) | \$ <u>179,662</u>             |
| 3) Percent of fundraising expenses: (found on this form, OCRP-102, Line 16A(2) divided by Line 16A(1))  | <u>6</u> %                    |
| 4) For federated fundraising organizations ONLY: State the percentage withheld from a donation designated for a member agency.  | <u>                    </u> % |

**16(B): Percentage of charitable services expenses:**

- |   |                     |
|---|---------------------|
| 1) Total amount of expenses dedicated to providing charitable services: (found on IRS Form 990, Page 10, Part IX, Line 25, Column B / 990EZ, Page 2, Part III, Line 32) | \$ <u>2,252,833</u> |
| 2) Total amount of expenses of the organization: (found on IRS Form 990, Page 10, Part IX, Line 25, Column A / 990EZ, Page 1, Part 1, Line 17)                          | \$ <u>2,669,957</u> |
| 3) Percent of program services expenses: (found on this form, OCRP-102, Line 16B(1) divided by Line 16B(2))   | <u>84</u> %         |



**16(C): Percentage of administrative expenses:**

- 1) Total amount of expenses dedicated to administrative costs: (found on IRS Form 990, Page 10, Part IX, Line 25, Column C / 990EZ, Page 1, Part 1, Line 12) \$ 237,462
- 2) Total amount of expenses of the organization: (found on IRS Form 990, Page 10, Part IX, Line 25, Column A / 990EZ, Page 1, Part 1, Line 17) \$ 2,669,957
- 3) Percent of administrative expenses: (found on this form, OCP-102, Line 16C(1) divided by Line 16C(2)) 9 %

17. Does the organization intend to solicit contributions from the public directly (including corporate grant proposals, door-to-door or telephone solicitations, special events, direct mail, etc.)?

☒ Yes ☐ No

18. Does the organization intend to have others outside the organization (e.g. volunteers, federated fundraising organizations, etc.) conduct solicitations on its behalf?

☒ Yes ☐ No

19. For the current fiscal year, has your organization entered into an agreement or contract with any person(s) to conduct any aspects (including planning, managing, or carrying out) of a completed, current or upcoming solicitation?

☒ Yes ☐ No If "Yes" to question 19, please indicate the arrangement with your agency by checking below:

X	Category	Type of Arrangement
	A	A bona fide, salaried officer or employee of the charitable organization or its parent organization
<input checked="" type="checkbox"/>	B	An outside consultant or professional fundraising counsel
	C	A paid professional solicitor

If in Question 19 either B or C are checked, then please provide the following information:

a) List the name and address(es) of the professional fundraising counsel or professional solicitor(s) and note the date of each contract that was previously submitted to the Commissioner:

VIRGINIA FUNDRAISING CONSULTANTS 208 E. Plume Street, Suite 206 NORFOLK, VA 23510

Date submitted: 10/30/2020

b) Attach a copy of the organization's current fundraising contract(s) that were not previously submitted as required by Section 57-54 of the Code of Virginia.

20. Please indicate how the organization will use the contributions received during the **CURRENT** fiscal year:

To support our programs which include emergency housing, case management, food pantry, housing stabilization, transitional, temporary, and permanent supportive housing.

21. Has the organization been authorized by any other state or governmental agency to solicit contributions?

☐ Yes ☒ No If "Yes," then name all such agencies. Submit an attachment if necessary.

22. Is the organization, or any officer, professional fund-raising counsel, or professional solicitor for the organization **CURRENTLY** enjoined by any court or otherwise prohibited from soliciting in any jurisdiction?

☐

Yes

☒

No

If "Yes," then attach a copy of the Order that states the reasons and time period for the injunction or prohibition.

23. Has any officer, professional fund-raising counsel, or professional solicitor for the organization ever been convicted in any jurisdiction of embezzlement, larceny or other crimes involving the obtaining of money under false pretenses, or the misapplication of funds impressed with a trust?

☐

Yes

☒

No

If "Yes," then attach a copy of the court Order that states the reasons for the conviction, or a copy of any applicable pardon.

24. Please indicate the type of solicitation activities that your organization may pursue during the current fiscal year (**check** all that apply):

X	Type of Solicitation
<input checked="" type="checkbox"/>	Telephone
<input checked="" type="checkbox"/>	Direct mail
<input checked="" type="checkbox"/>	Internet
<input checked="" type="checkbox"/>	Special events
<input type="checkbox"/>	Door-to-door
<input checked="" type="checkbox"/>	Personal contact
<input type="checkbox"/>	Other (Specify):

25. Except as otherwise provided, all information required to be filed under Chapter 5 of Title 57 of the Code of Virginia shall become public records in the Office of the Commissioner, and shall be open to the general public for inspection. You are required by law to supply this information as a prerequisite to the solicitation of charitable contributions. If you do not provide the required information, you may not solicit in Virginia. Any change in information filed must be submitted to OCRP within seven (7) days of the change. In order to assist you in determining whether you have provided the required information, please respond to the following:

- i) Are all questions on the form answered?

☒

Yes

☐

No

If "No," then the registration will be considered incomplete.

- ii) Are all required attachments included (see page 7 for "Checklist of Required Attachments")?

☒

Yes

☐

No

If "No," then the registration will be considered incomplete.



26. OATH OR AFFIRMATION. (MUST BE WET INK SIGNATURES)

**\*Two (2) different officers must sign this registration form. The original signature page (page 6) must then be filed with the Office of Charitable and Regulatory Programs. Copies are not allowed.**

We, the undersigned chief fiscal officer (chief financial officer, or treasurer) and president (or other authorized officer, if president is unavailable to sign), duly authorized to act on behalf of the organization for which this statement is made, certify that this statement and including any accompanying appendices have been examined by us and are, to the best of our knowledge and belief, true, correct and complete pursuant to the laws of the Commonwealth of Virginia.

We affirm and attest that no funds have been or will knowingly be used, directly or indirectly, to benefit or provide support, in cash or in kind, to terrorists, terrorist organizations, terrorist activities, or the family members of any terrorist. We understand that no person shall be registered by the Commonwealth or by any locality to solicit funds that are intended to benefit or support a family member of any terrorist.



Wet ink signature of the **chief fiscal officer, chief financial officer, or treasurer**

**VICTOR A. PHILEO**

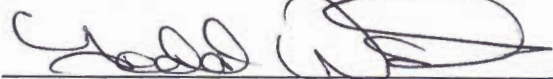
Print name

**TREASURER**

Title

2/10/22

Date



Wet ink signature of the **president or other authorized officer**

**TODD A. J. WALKER**

Print name

**EXECUTIVE DIRECTOR**

Title

2-10-22

Date

\*The persons signing this form as chief fiscal officer (chief financial officer/treasurer) and president (or other authorized officer) **must be** designated by title on the current fiscal year's list of officers, directors, trustees, and principal salaried executive staff (see §57-49.D. of the Code of Virginia).

Section 57-61.1.A. of the Code of Virginia states that "Registrations by charitable organizations, professional solicitors, and professional fund-raising counsel **are effective, if complete, upon receipt** by the Commissioner." For more information on determining whether your registration is complete, see:

<http://www.vdacs.virginia.gov/consumer/pdf/oca-102registration.pdf>.

**Rules Governing the Solicitation of Contributions:** <http://www.vdacs.virginia.gov/forms-pdf/cp/oca/charitable/ocasolicitationreg.pdf>.





# COMMONWEALTH of VIRGINIA

Bradley Copenhaver  
*Commissioner*

**Department of Agriculture and Consumer Services**

**Division of Consumer Protection**  
*Office of Charitable and Regulatory Programs*

**March 2, 2022**

Enotify to: twalker@jcoc.org; From: xembrelyn.mangrum@vdacs.virginia.gov; Sent: Wed 03/02/22 09:59 am

Mr. Todd A. J. Walker  
Executive Director  
Judeo-Christian Outreach Center, Inc.  
1053 Virginia Beach Boulevard  
Virginia Beach, VA 56784

Dear Mr. Walker:

This confirms receipt of your completed Form 102, "Virginia Registration Statement for a Charitable Organization," under Section 57-49 of the Virginia Solicitation of Contributions Law (Law), and your registration fee in the amount of \$325.

We have reviewed your completed Form 102 and accompanying materials and found your organization to be in compliance with the registration requirements of section 57-49 of the Law. Your organization is registered through November 15, 2022.

The issuance of this registration does not constitute an endorsement by the Commonwealth of Virginia, or by any of its departments, offices or employees, of the purpose or person conducting charitable solicitations.

It is your responsibility to advise potential donors, in a written statement on your solicitation materials, that a financial statement is available upon written request from the Office of Charitable and Regulatory Programs.

If we can be of further assistance, please do not hesitate to contact us at 804-786-1343, Option 1.

Office of Charitable and Regulatory Programs  
Charitable Programs Unit

Caution: Forms printed from within Adobe Acrobat products may not meet IRS or state taxing agency specifications. When using Acrobat 5.x products, uncheck the "Shrink oversized pages to page size" and uncheck the "Expand small pages to paper size" options, in the Adobe "Print" dialog. When using Acrobat 6.x and later products versions, select "None" in the "PageScaling" selection box in the Adobe "Print" dialog.

CLIENT'S COPY

WALL  
EINHORN &  
CHERNITZER  
CPAs & ADVISORS

Judeo-Christian Outreach Center, Inc.  
1053 Virginia Beach Blvd  
Virginia Beach , VA 23451

Judeo-Christian Outreach Center, Inc.:

Enclosed is the organization's 2017 Exempt Organization return.

Specific filing instructions are as follows.

FORM 990 RETURN:

This return has been prepared for electronic filing. If you wish to have it transmitted electronically to the IRS, please sign, date, and return Form 8879-EO to our office. We will then submit the electronic return to the IRS. Do not mail a paper copy of the return to the IRS. Return Form 8879-EO to us by May 15, 2019.

A copy of the return is enclosed for your files. We suggest that you retain this copy indefinitely.

Very truly yours,

WALL, EINHORN & CHERNITZER, P.C.

Angela R. Kerns  
Shareholder

CONFIDENCE | COLLABORATION | COMMITMENT

P: 757.625.4700 F: 757.625.0527 [www.wec-cpa.com](http://www.wec-cpa.com)  
150 West Main Street, Suite 1200 Norfolk, Virginia 23510

# Tab K:

Documentation of Development Location:

# **Tab K.1**

Revitalization Area Certification

# RES - 04141

A RESOLUTION DECLARING 1049 AND 1053  
VIRGINIA BEACH BOULEVARD TO BE A  
REVITALIZATION AREA IN ORDER TO QUALIFY  
FOR VIRGINIA HOUSING FINANCING

WHEREAS, pursuant to Section 36-55.30:2(A) of the Code of Virginia, the City Council of the City of Virginia Beach, Virginia, desires to designate an area as shown on Exhibit A attached hereto with a street address of 1049 and 1053 Virginia Beach Boulevard (the "Area") as a revitalization area;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VIRGINIA BEACH, VIRGINIA, THAT:

1. The Council makes the following determinations:

- a. The industrial, commercial or other economic development of the Area will benefit the City, but the Area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in the Area; and
- b. Private enterprises and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs to low- and moderate-income persons and families in the Area and will induce other persons and families to live within the Area and thereby create a desirable economic mix of residents in the Area.

2. Pursuant to § 36-55.30:2(A) of the Code of Virginia, the Area is hereby designated as a revitalization area.

Adopted by the Council of the City of Virginia Beach, Virginia on the 1<sup>st</sup> day of February, 2022.

APPROVED AS TO CONTENT:

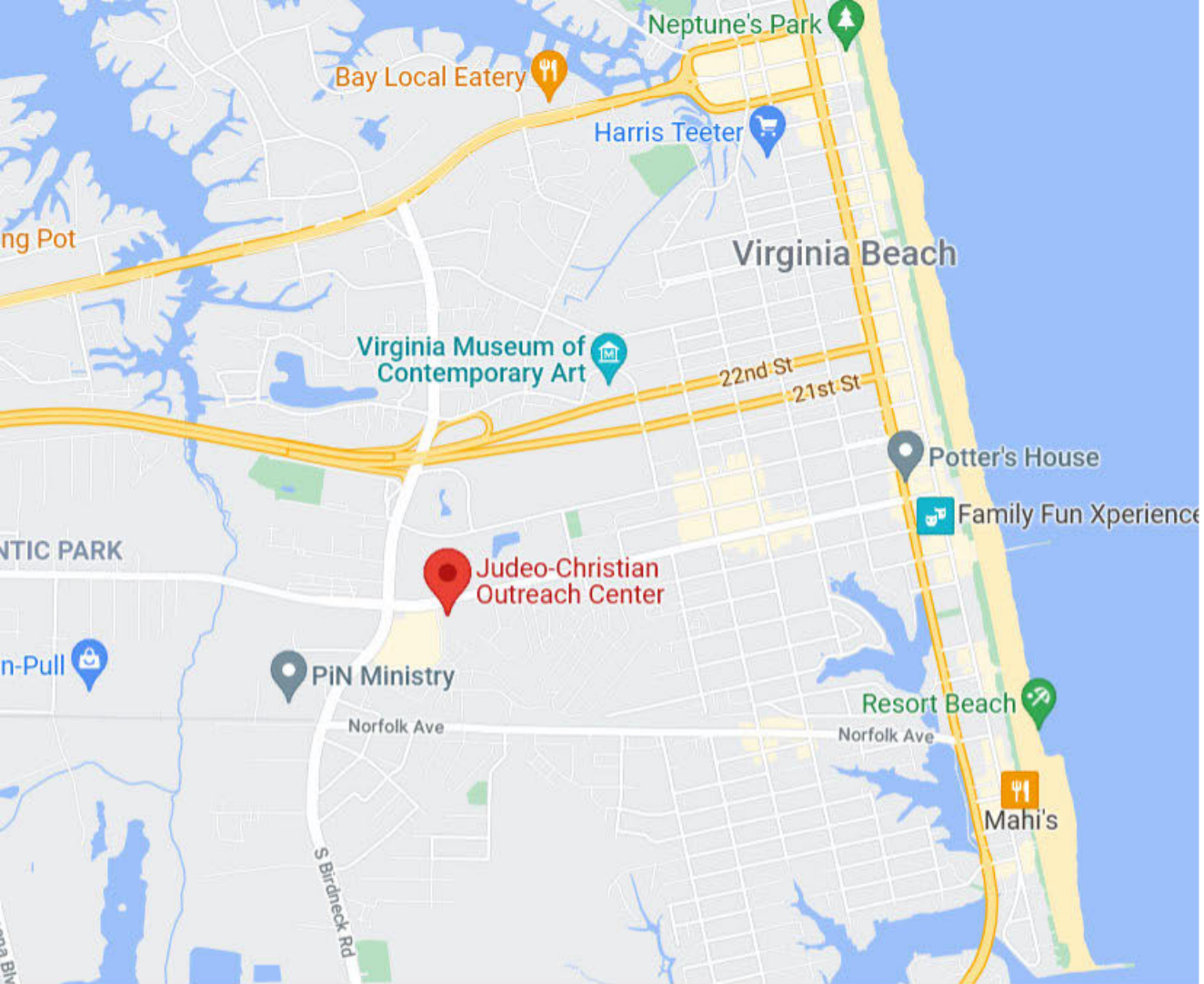
  
Housing and Neighborhood  
Preservation

APPROVED AS TO LEGAL SUFFICIENCY:

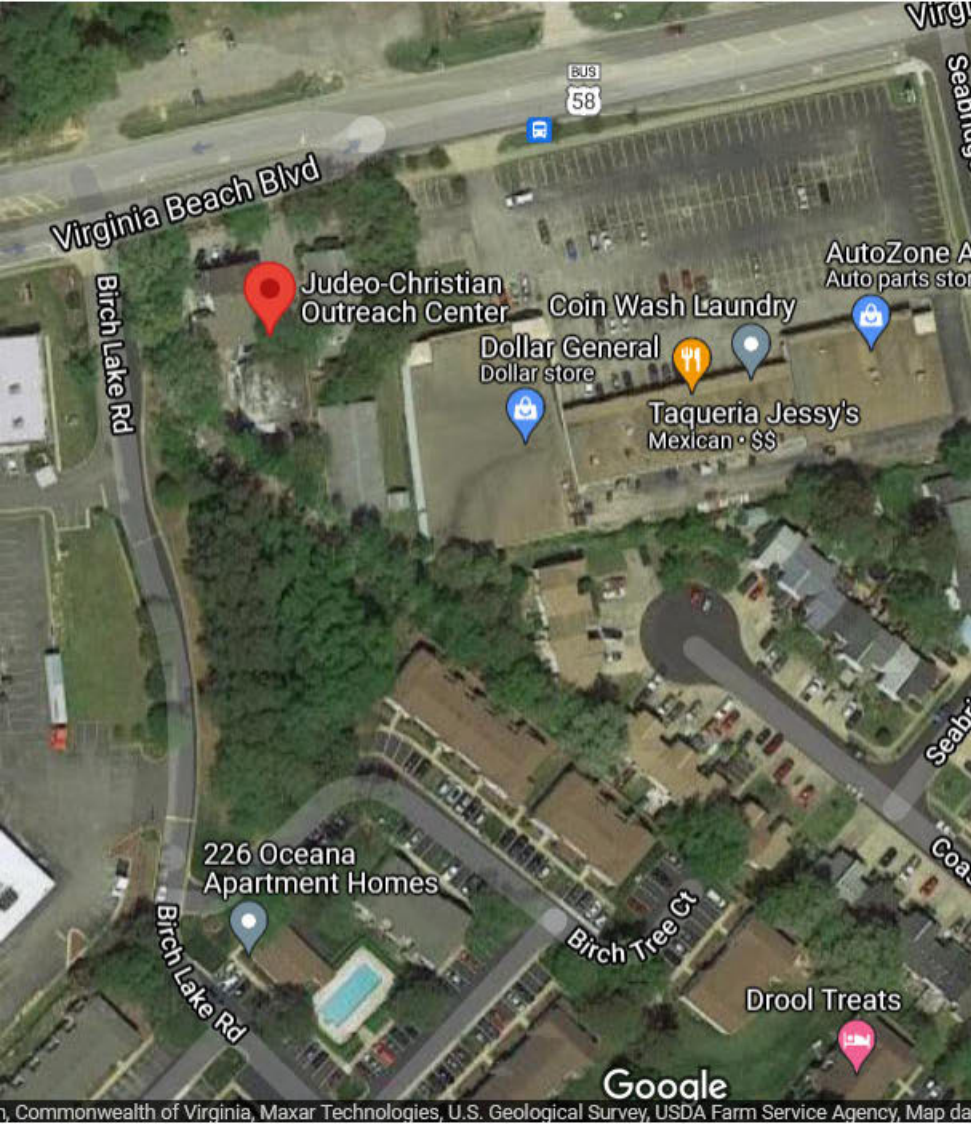
  
City Attorney's Office

# Tab K.2

Location Map







h, Commonwealth of Virginia, Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data

# **Tab K.3**

Surveyor's Certification of Proximity To Public  
Transportation



## Surveyor's Certification of Proximity to Transportation

DATE: February 8, 2022

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

RE: 2022 Tax Credit Reservation Request

Name of Development: JCOC 3H Housing

Name of Owner: JCOC 3H Housing, LLC

Ladies and Gentlemen:

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

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



2,640 feet or ½ mile of the nearest access point to an existing commuterrail, light rail or subway station; **or**



1,320 feet or ¼ mile of the nearest access point to an existing public busstop.

W. P. Large, Inc. t/a WPL

Firm Name

By:

Its: Principal

# **Tab L:**

PHA / Section 8 Notification Letter



## PHA or Section 8 Notification Letter

Development Name: \_\_\_\_\_  
Tracking #: \_\_\_\_\_

If you have any questions, please call the Tax Credit Department at (804) 343-5518.

### General Instructions

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have project based Section 8 or project based vouchers.
2. This PHA or Section 8 Notification letter must be included with the application.
3. 'Development Address' should correspond to I.A.2 on page 1 of the Application.
4. 'Proposed Improvements' should correspond with I.B & D and III.A of the Application.
5. 'Proposed Rents' should correspond with VII.C of the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

**NOTE:** Any change to this form letter may result in a reduction of points under the scoring system.

# PHA or Section 8 Notification Letter

**DATE:**

**TO:**

**RE:** PROPOSED AFFORDABLE HOUSING DEVELOPMENT

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

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

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

The following is a brief description of the proposed development:

Development Address:

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

Proposed Improvements:

<input type="checkbox"/> New Constr.:	_____ # units	_____ # Bldgs
<input type="checkbox"/> Adaptive Reuse:	_____ # units	_____ # Bldgs
<input type="checkbox"/> Rehabilitation:	_____ # units	_____ # Bldgs

Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ _____ / month
<input type="checkbox"/> 1 Bedroom Units:	\$ _____ / month
<input type="checkbox"/> 2 Bedroom Units:	\$ _____ / month
<input type="checkbox"/> 3 Bedroom Units:	\$ _____ / month
<input type="checkbox"/> 4 Bedroom Units:	\$ _____ / month

Other Descriptive Information:

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

## PHA or Section 8 Notification Letter

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We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (\_\_\_\_)\_\_\_\_-\_\_\_\_.

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

Sincerely yours,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

Seen and Acknowledged By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ *Ruth D. Hill* \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

# **Tab Q:**

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



**JCOC 3H Housing, LLC**  
**Real Estate Tax Abatement**

In accordance with City Code 34-41 Energy Efficient Buildings Tax Reduction in coordination with State Code of Virginia 58.1-3221.2, the City of Virginia provides real estate tax abatement for any residential building that meets certain and specific qualifications as qualified by a licensed engineer or contractor not related to the applicant. Enclosed you will find the application for such abatement and the FAQs for the program. In the highlighted section of Page 2 of the FAQ, this project is designed to meet at least items #2 and 3 (EnergyStar and Earthcraft Gold) under Residential Options as confirmed in the tax credit application and related attachments, plans and specs, though it only need one to qualify for the abatement.

The benefit of this abatement is valued by a reduction of tax \$.15 per \$100 of assessed value of the building. The current tax rate of \$.99 per \$100 of assessed value would result in a reduction to \$.84 per \$100 for the JCOC 3H Housing, LLC project.

Application # \_\_\_\_\_



**The City of Virginia Beach**

**Application for City Code §35-41 Energy Efficient Buildings Tax Reduction**

Date of Application: \_\_\_\_\_

Building/Property Owner Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Property Address (for the building you are filing): \_\_\_\_\_

GPIN of Property: \_\_\_\_\_ Zip Code: \_\_\_\_\_

(The GPIN of the Property can be found by typing in the property address on the following webpage: <https://www.vbgov.com/property-search>)

In accordance with Code of Virginia §58.1-3221.2, Energy-efficient buildings are a separate classification of property from other types of real property. The classification for energy-efficient buildings does not include the underlying real property.

In addition to this application, the following information is to be submitted to Permits and Inspections for review and inspection in order to certify a building as energy efficient:

- 1) Documentation indicating the building exceeds the energy efficiency standards prescribed in the Virginia Uniform Statewide Building Code by **30 percent**.
  - a. Energy-efficient building certification for purposes of this subsection shall be determined by any qualified architect, professional engineer, or licensed contractor who

is not related to the taxpayer and who shall certify to the taxpayer that he or she has qualifications to provide the certification.

- b. Buildings shall be deemed in compliance if it **meets or exceeds** performance standards of the Green Globes Green Building Rating System of the Green Building Initiative, the Leadership in Energy and Environmental Design (LEED) Green Building Rating System of the U.S. Green Building Council, the guidelines under the EarthCraft House Program, or is an Energy Star qualified home under the Energy Star program developed by the United States Environmental Protection Agency

- 2) Documentation of the previous fiscal year real assessment for the building.

(This can be found by typing in the property address on the following webpage:

<https://www.vbgov.com/property-search>)

Upon review of the city building official, the application and a Certificate of Occupancy, through the issuance of a permit, review of submitted documentation, and inspection verification, indicates the building is in compliance with Code of Virginia §58.1-3221.2 shall be forwarded to the Commissioner of the Revenue and the Real Estate Assessor for purposes of the City land book and assessment. **The applicant is required to NOT be in arrears with the City.**

The building owner will be notified within 30 days of the decision of the city building official. If qualified, the Commissioner of the Revenue and the Real Estate Assessor will adjust the tax levy on all real estate improvements classified as energy efficient, not exempt from taxation, to the lower tax rate. The real property tax rate imposed in this section shall be applied on the basis of one hundred per centum of fair market value of such real property except for public service property, which shall be on the basis as provided in Section 58.1-2604 of the Code of Virginia.

#### **Certification:**

I hereby certify that the information above is correct.

Signature of Building Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Return Completed Applications to:

**Office of Permits and Inspections/** Department of Planning

2405 Courthouse Dr.

Municipal Center, Bldg. 2 Room 100

Virginia Beach, VA 23456

Main: (757) 385-4211 Option 3

Fax: (757) 385-5667

**City of Virginia Beach**  
**Energy Efficient Building Tax Classification**  
**Frequently Asked Questions**

**What kind of buildings could qualify for the City of Virginia Beach's Energy Efficient Building Tax Classification?**

*Both residential and commercial buildings could qualify.*

**What is a "Qualified" architect, professional engineer or contractor?**

*This means licensed to practice in the Commonwealth of Virginia.*

**The documentation indicates the building must exceed the energy efficiency standards prescribed in the Virginia Uniform Statewide Building Code by 30 percent. What year of the code do we have to meet?**

*It is referring to the current state code.*

**How much does the application cost?**

*The permit and certificate of occupancy will be \$117.20. The cost of required certification (options below) is the responsibility of the owner.*

**Does rental property qualify for the reduction?**

*Yes, landlords can pursue this tax classification for rental property. The applicant must be the **property owner**.*

**How much will I save in taxes while in this program?**

*This amount varies for each qualifying building and depends on the assessment each tax year. Remember, this exemption only applies to the building, not the land. So there will still be taxes due on the land and other improvements.*

## What type of supporting documentation will I need to submit with my application?

*You have several options:*

### Residential Options

1. *Certified Architect/Engineer energy calculations and certification and sealed on letterhead:*
2. *Certified under the EarthCraft House Program; details about this program can be found at <http://www.earthcrafthouse.com>.*
3. *Certified as an Energy Star qualified home under the Energy Star program developed by the United States Department of Energy and the Environmental Protection Agency. Details about the program can be found at <http://www.energystar.gov/>.*
4. *HOME ENERGY RATERS (HERS) – RESNET – Residential Energy Services Review System. Home Energy Raters (HERS) conducts an analysis of a home and performs on-site inspections. Results of these tests, along with inputs derived from the plan review, are used to generate the home's efficiency rating on the HERS Index.*
  - *Must use a RESNET-certified HERS auditor*
  - *Must obtain a score below 70*

*A list of local home energy raters can be accessed at <http://www.resnet.us/trade/home-energy-raters-hers-raters>*

*More info:*

<http://www.resnet.us/home-energy-ratings>

<http://natresnet.org/directory/raters.aspx>

### Commercial Options

1. *Certified Architect/Engineer energy calculations, certification and seal on letterhead;*
2. *Certification under the Green Globes Green Building Rating System of the Green Building Initiative. Details about this program can be found at <http://www.greenglobes.com/about.asp>*

3. *Certification under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System of the U.S. Green Building Council. Details about this program can be found at <http://www.usgbc.org>.*
4. *An Energy Star certified building under the Energy Star program developed by the United States Environmental Protection Agency and Department of Energy.*
  - *Commercial buildings with types in the Energy Star Portfolio*
  - *Statement of Energy Performance – for a minimum of a 12 month period*
  - *Score of 75 or above on a scale of 1 – 100*
  - *Structure must match building type used*
  - *Must be stamped and certified by a professional engineer*

**What if I don't get the needed rating, can I make a quick modification or energy improvement to building achieve a acceptable score - without having to go through the whole process again?**

- *Raters should be able to provide their client with a list of recommended improvements in order to achieve the needed score.*
- *Once those improvements are made, the rater should make another site visit to ensure the work was completed, and to conduct new diagnostic air leakage testing ("blower door" and "duct blaster" test), if necessary. This additional work by the rater will likely be for an additional fee.*

**How long will take to review my application?**

*Please allow 30 days for review.*

**How often will the reduced tax rate be reviewed?**

*City Council will review for adoption annually as part of the budget process and tax rate shall be applicable to the classification of the property.*



# City of Virginia Beach

[VBgov.com](http://VBgov.com)

DEPARTMENT OF HOUSING AND  
NEIGHBORHOOD PRESERVATION  
MAIN: (757)-385-5750  
FAX: (757) 385-1874  
TDD: (757) 385-5794

MUNICIPAL CENTER  
BUILDING 21, ROOM 144  
2408 COURTHOUSE DRIVE  
VIRGINIA BEACH, VA 23456-9083  
[WWW.VBGOV.COM/DEPT/HOUSING](http://WWW.VBGOV.COM/DEPT/HOUSING)

January 12, 2022

Judeo-Christian Outreach Center (JCOC)  
Attn: Todd Walker, Executive Director  
1053 Virginia Beach Blvd.  
Virginia Beach, VA 23451

VIA e-mail

**RE:** Proposal Submission in Response to FY 21-22 HOF RFP - Funding for the "JCOC 3H Housing" Affordable Rental Housing Development

Dear Mr. Walker:

I am pleased to inform you that the Department of Housing and Neighborhood Preservation (DHNP) is making a **conditional commitment** of \$500,000.00 in HUD HOME funding towards this project. This funding may only be used for the cost of acquisition and/or construction of the project, and not for the costs of staff, administration, or pre-development.

We are also pleased to **conditionally commit** the requested 38 Project-Based Vouchers.

This is a conditional commitment subject to the following actions and approvals.

Condition	Approving Agency(s)
<b><i>Project Proposal as submitted has no material changes</i></b>	<b><i>DHNP</i></b>
<b><i>Completion of Environmental Assessment with no significant impact</i></b>	<b><i>DHNP &amp; HUD</i></b>
<b><i>Availability of funds</i></b>	<b><i>City Council &amp; HUD</i></b>
<b><i>A Request for Release of Funds and Release of Funds</i></b>	<b><i>DHNP &amp; HUD</i></b>
<b><i>HOME Subsidy Layering Submission &amp; Approval</i></b>	<b><i>DHNP</i></b>
<b><i>PBV Subsidy Layering Submission &amp; Approval</i></b>	<b><i>HUD</i></b>
<b><i>All Contract Pre-Requisites are met</i></b>	<b><i>DHNP</i></b>
<b><i>A HOME contract with the CoVB - fully executed</i></b>	<b><i>DHNP</i></b>
<b><i>A PBV – AHAP and HAP contracts with the CoVB-fully executed</i></b>	<b><i>DHNP</i></b>

This award is also conditional upon HUD's approval of DHNP's annual plan, your provision of all required pre-requisites in coordination with DHNP, and a mutually agreed upon and fully executed contracts, meeting all City of Virginia Beach terms and conditions and applicable Federal requirements. Re-verification and monitoring of your project and compliance with all applicable laws and regulations will also be required prior to award of a contract.

**No physical activity, including rehabilitation, construction, or demolition; can take place on the site or buildings thereon until the entire Environmental Review Process is completed and the contract with the City is fully executed. If any physical activity does take place, no federal funds will be awarded.**

This project will be subject to the Federal Davis Bacon Act and Section 3 federal requirements regarding hiring of labor and contractors. Please ensure that your project planning considers any additional costs that may be incurred to meet these two requirements.

***Please note that this conditional commitment expires on December 31<sup>st</sup>, 2022 unless renewed. Renewal must be requested by you in writing, will be at our sole discretion, and will be subject to a review of the project's progress or potential progress, and JCOC's compliance with requirements to date.***

Cindy Walters, DHNP's Compliance & Development Officer, will be your main point of contact for the work needed to meet the required conditions for the Environmental Assessment, as well as the HOME contract. David Grigsby, DHNP Rental Housing Administrator, will be your point of contact regarding PBV contracts.

We look forward to working with you on this project that will benefit the citizens of Virginia Beach!

Sincerely,



Ruth D. Hill  
Director

Cc: Cindy M. Walters, Compliance & Development Officer  
David Grigsby, Rental Housing Administrator  
Karen Prochilo, Housing Development Administrator



# **Tab R:**

Documentation of Operating Budget and Utility  
Allowances

**M. OPERATING EXPENSES****Administrative:****Use Whole Numbers Only!**

1. Advertising/Marketing			\$1,200
2. Office Salaries			\$0
3. Office Supplies			\$1,000
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$28,000
6.65% of EGI	\$736.84	Per Unit	
6. Manager Salaries			\$50,000
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$400
9. Auditing			\$4,000
10. Bookkeeping/Accounting Fees			\$1,500
11. Telephone & Answering Service			\$5,000
12. Tax Credit Monitoring Fee			\$760
13. Miscellaneous Administrative			\$20,000
<b>Total Administrative</b>			<b>\$111,860</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$35,000
16. Water			\$15,000
17. Gas			\$0
18. Sewer			\$1,500
<b>Total Utility</b>			<b>\$51,500</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$1,200
21. Janitor/Cleaning Contract			\$1,700
22. Exterminating			\$2,500
23. Trash Removal			\$5,500
24. Security Payroll/Contract			\$6,000
25. Grounds Payroll			\$5,000
26. Grounds Supplies			\$1,000
27. Grounds Contract			\$4,500
28. Maintenance/Repairs Payroll			\$30,000
29. Repairs/Material			\$2,200
30. Repairs Contract			\$2,300
31. Elevator Maintenance/Contract			\$7,000
32. Heating/Cooling Repairs & Maintenance			\$5,500
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$1,000
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$350
37. Miscellaneous			\$6,000
<b>Totals Operating &amp; Maintenance</b>			<b>\$81,750</b>

**M. OPERATING EXPENSES****Taxes & Insurance**

38. Real Estate Taxes	\$24,000
39. Payroll Taxes	\$13,000
40. Miscellaneous Taxes/Licenses/Permits	\$500
41. Property & Liability Insurance	\$26,000
42. Fidelity Bond	\$100
43. Workman's Compensation	\$2,000
44. Health Insurance & Employee Benefits	\$10,000
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$75,600</b>

<b>Total Operating Expense</b>	<b>\$320,710</b>
--------------------------------	------------------

<b>Total Operating Expenses Per Unit</b>	<b>\$8,440</b>	<b>C. Total Operating Expenses as % of EGI</b>	<b>76.16%</b>
--	----------------	--	---------------

<b>Replacement Reserves</b> (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	<b>\$11,400</b>
---	-----------------

<b>Total Expenses</b>	<b>\$332,110</b>
-----------------------	------------------

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

# **Tab S:**

Supportive Housing Certification

# Virginia Housing Permanent Supportive Housing Services Certification

Permanent Supportive Housing is housing consisting of units designated for individuals or families that are homeless, at-risk of homelessness or who have multiple barriers to independent living.

Best practices are described by the U.S. Department of Health and Human Services:

<http://store.samhsa.gov/shin/content/SMA10-4510/SMA10-4510-06-BuildingYourProgram-PSH.pdf>

For consideration, provide **all** of the following:

1. Attach a list of developments for which you've provided permanent supportive housing services. Describe the types of services that were provided.
2. A signed copy of an MOU with a local service provider agency(ies). If no MOU exists, the service provider must sign this certification. If neither is available, provide an explanation for the lack of demonstrated partnership and describe how the property will receive referrals and from whom the residents will receive services.
3. Describe your target population(s).

Homeless	
Low Income	

4. List the types of supportive services to be offered.

Housing Stability	Community Resource Linkage
Case Management	Food Assistance
Independent Living Skills	

5. Who will be providing supportive services?

Judeo Christian Outreach Center, Inc	
--------------------------------------	--

6. What percentage of the total number of units will be marketed to and held available for tenants in need of supportive services?

100 %

In addition, I/we certify the following:

## Services

**Tenant choice.** Supportive housing tenants will have choices in what support services they receive (i.e., not a limited menu of services). Individual Support Plans will reflect tenant-defined needs and preferences. As supportive service tenants' needs change over time, tenants can receive more or less intensive support services.

**Assertive outreach and engagement.** The service team will use a variety of outreach and engagement techniques to bring tenants into helping relationships.

**Case management.** Case managers will serve as the bridge between tenants and the supports that help them achieve stability and long-term tenancy.

**Recovery supports.** Services will include at least one of the following:

- Mainstream supports, e.g., income supports from public benefits programs, healthcare from hospitals and clinics and employment help from vocational agencies
- Specialized supports, e.g., life skills training, budgeting, medication management and behavioral health treatment
- Natural supports, e.g., connections with peers, family, community and faith communities

## Housing

**Tenant choice.** Supportive housing tenants will be able to choose where they want to live. Tenants cannot be evicted from their housing for rejecting services.

**Access.** Supportive housing units will be available to people who are experiencing homelessness, are precariously housed and/or who have multiple barriers to housing stability, including disabilities and substance abuse.

**Quality.** Supportive housing units will be similar to other units in the project.

**Integration.** Supportive housing tenants with disabilities will have a right to receive housing and supportive services in the most integrated settings available, including in buildings that include neighbors who do not have disabilities and where there is access to an array of community services and resources used by people with and without disabilities.

**Rights of tenancy.** Supportive housing tenant leases or subleases will confer full rights of tenancy, including limitations on landlords' entry into the property and the right to challenge eviction in landlord-tenant court. Tenants can remain in their homes as long as the basic requirements of tenancy are met—paying the rent, not interfering with other tenants' use of their homes, not causing property damage, etc. House rules, if any, are similar to those found in other housing.

**Affordability.** Supportive housing tenants should pay no more than 30% of their incomes toward rent and basic utilities.

**Coordination between housing and services.** Property managers and support service staff will stay in regular communication and coordinate their efforts to help prevent evictions and to ensure tenants facing eviction have access to necessary services and supports.

**Delineated roles.** There will be a functional separation of roles, with the housing elements (rent collection, property maintenance, enforcement of responsibilities of tenancy) carried out by different staff than those providing services (case management, mental health treatment, wraparound services).

The undersigned Owner certifies that each of the above statements is true and correct.

I/We agree that the commitment to provide supportive housing will remain in place throughout the Compliance Period (as described in the Extended Use Agreement).

February 14, 2022

Date

JCOC 3H Housing, LLC - Owner/Applicant

By: 

Todd Walker, President of JCOC 3H Housing Managing Member, Inc., Managing Member

Its:

Title

Judeo-Christian Outreach Center, Inc.  
Service Provider

By: 

Its: Todd Walker, Executive Director

Title

# Tab T:

Funding Documentation

**JCOC 3H Housing**  
**2023-ASH-03**

**Tab T - Subsidized Funding Commitments**

JCOC 3H Housing will benefit from a donation of land to include two parcels as outlined in the site control documentation in Tab E. The total land value of these two parcels is assessed at \$206,300 according to the attached assessments from the City of Virginia Beach, Virginia.

In addition, Judeo-Christian Outreach Center, Inc. has secured a Permanent Supportive Housing Predevelopment Grant from the Virginia Department of Housing and Community Development to support planning activities for JCOC 3H Housing in the amount of \$100,000 as outlined in the attached agreement.

In addition, Judeo-Christian Outreach Center, Inc. has secured American Rescue Plan Act grant funding from the City of Virginia Beach for development of the JCOC 3H Housing project as outlined in the March 2020 City Ordinance #19 for 'construction of new housing facilities' in the amount of \$500,000 as outlined in the attached agreements.

In addition, Judeo-Christian Outreach Center, Inc. has secured HUD HOME grant funding from the City of Virginia Beach for development of the JCOC 3H Housing project in the amount of \$500,000 as outlined in the attached agreement from the Department of Housing and Neighborhood Preservation.

In addition, Judeo-Christian Outreach Center, Inc. has secured grant funding through fundraising as further identified in the attached sponsor commitment letter from Judeo-Christian Outreach Center, Inc. to the JCOC 3H Housing project in the amount of \$433,712.

In addition, Judeo-Christian Outreach Center, Inc. has secured grant funding from the Hampton Roads Planning District Commission on behalf of the JCOC 3H Housing project as evidenced in the attached award letter dated March 9, 2022 in the amount of \$250,000.





# City of Virginia Beach

[VBgov.com](http://VBgov.com)

DEPARTMENT OF HOUSING AND  
NEIGHBORHOOD PRESERVATION  
MAIN: (757)-385-5750  
FAX: (757) 385-1874  
TDD: (757) 385-5794

MUNICIPAL CENTER  
BUILDING 21, ROOM 144  
2408 COURTHOUSE DRIVE  
VIRGINIA BEACH, VA 23456-9083  
[WWW.VBGOV.COM/DEPT/HOUSING](http://WWW.VBGOV.COM/DEPT/HOUSING)

January 12, 2022

Judeo-Christian Outreach Center (JCOC)  
Attn: Todd Walker, Executive Director  
1053 Virginia Beach Blvd.  
Virginia Beach, VA 23451

VIA e-mail

**RE:** Proposal Submission in Response to FY 21-22 HOF RFP - Funding for the "JCOC 3H Housing" Affordable Rental Housing Development

Dear Mr. Walker:

I am pleased to inform you that the Department of Housing and Neighborhood Preservation (DHNP) is making a **conditional commitment** of **\$500,000.00 in HUD HOME** funding towards this project. This funding may only be used for the cost of acquisition and/or construction of the project, and not for the costs of staff, administration, or pre-development.

We are also pleased to **conditionally commit** the requested 38 Project-Based Vouchers.

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<b><i>HOME Subsidy Layering Submission &amp; Approval</i></b>	<b><i>DHNP</i></b>
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<b><i>All Contract Pre-Requisites are met</i></b>	<b><i>DHNP</i></b>
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<b><i>A PBV – AHAP and HAP contracts with the CoVB-fully executed</i></b>	<b><i>DHNP</i></b>

This award is also conditional upon HUD's approval of DHNP's annual plan, your provision of all required pre-requisites in coordination with DHNP, and a mutually agreed upon and fully executed contracts, meeting all City of Virginia Beach terms and conditions and applicable Federal requirements. Re-verification and monitoring of your project and compliance with all applicable laws and regulations will also be required prior to award of a contract.

**No physical activity, including rehabilitation, construction, or demolition; can take place on the site or buildings thereon until the entire Environmental Review Process is completed and the contract with the City is fully executed. If any physical activity does take place, no federal funds will be awarded.**

This project will be subject to the Federal Davis Bacon Act and Section 3 federal requirements regarding hiring of labor and contractors. Please ensure that your project planning considers any additional costs that may be incurred to meet these two requirements.

***Please note that this conditional commitment expires on December 31<sup>st</sup>, 2022 unless renewed. Renewal must be requested by you in writing, will be at our sole discretion, and will be subject to a review of the project's progress or potential progress, and JCOC's compliance with requirements to date.***

Cindy Walters, DHNP's Compliance & Development Officer, will be your main point of contact for the work needed to meet the required conditions for the Environmental Assessment, as well as the HOME contract. David Grigsby, DHNP Rental Housing Administrator, will be your point of contact regarding PBV contracts.

We look forward to working with you on this project that will benefit the citizens of Virginia Beach!

Sincerely,



Ruth D. Hill  
Director

Cc: Cindy M. Walters, Compliance & Development Officer  
David Grigsby, Rental Housing Administrator  
Karen Prochilo, Housing Development Administrator

**GRANT AGREEMENT  
BETWEEN  
THE CITY OF VIRGINIA BEACH  
AND  
THE JUDEO-CHRISTIAN OUTREACH CENTER, INC**

This Grant Agreement ("Agreement"), effective 16 of February 2022 by and between the City of Virginia Beach (the "City"), a municipal corporation of the Commonwealth of Virginia, and the Judeo-Christian Outreach Center, Inc. ("JCOC"), a nonstock corporation of the Commonwealth of Virginia is for the development of new housing facilities (the "Project").

**RECITALS**

WHEREAS, on November 17, 2021, the City Council adopted an ordinance to appropriate American Rescue Plan Act funds and a copy of this ordinance is attached hereto as "Exhibit A";

WHEREAS, the ordinance approved \$500,000 in a grant to the JCOC for the Project, and this amount is intended to provide a one-time contribution toward the development of 38 affordable housing units, a dining hall, and administration buildings;

WHEREAS, the JCOC has committed to be the recipient of the grant funds for the Project.

**WITNESSETH**

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

**SCOPE.** The scope of the Project is described above and in the text of the ordinance. The amount of the grant is \$500,000 (the "Grant Funds"). The Parties agree that the JCOC may use a portion of the Grant Funds for administrative expenses and other expenses necessary and proper for the implementation of the Program.

**LOBBYING.** The Parties agree that grant funds are not to be used for lobbying elected officials for specific policies or any other political activities.

**GRANT FUNDS.** Improper use of grant funds will result in the termination of the grant, forfeiture of any outstanding grant funds, and reimbursement of payments processed. Any question about permissible use of Grant Funds may be directed to Cindy Walters in the Department of Housing and Neighborhood Preservation.

**TERM.** The Agreement shall commence on the date of execution and terminate on the earlier of the completion of all activities, December 31, 2024, or when terminated by one of the Parties. The Agreement may be amended by a writing signed by all of the Parties. Any party may terminate the Agreement with 30 days written notice to the other Parties, and if terminated before

completion of the activities described in the Proposal, all expenditures of grant fund shall cease at the time written notice is provided. Unexpended grant funds shall be returned to the City by the termination date.

SEGREGATION OF FUNDS. The JCOC shall segregate expenditures for the Project to ensure that they are exclusively used for the purpose for which the grant was made. The JCOC agrees to maintain proper accounting procedures in accordance with generally accepted standards to allow audit of such records. The grant funds may not be used for expenditures for which the JCOC has received funds for other COVID-19 funding or grant program nor shall the same expenses be allocated to multiple COVID-19 funding or grant program. These funds cannot be used as the non-federal match for other federal program.

COORDINATION. The JCOC shall coordinate compliance and reporting activities with the City, including without limitation oversight of subrecipients, award terms and conditions, such as SLFPF Compliance and Reporting Guidance, Treasury's final rule, and other applicable funding requirements.

AVAILABILITY OF GRANT FUNDS. The Grant Funds shall be available upon execution of this agreement provided the City will retain 5% of the funds that will be available upon completion.

AUDITS. The City shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Agreement (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of the JCOC, including, but not limited to those kept by the JCOC, its employees, agents, assigns, successors and subcontractors. The JCOC shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Agreement and for at least five years after funds have been expended or returned. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the City, through its employees, agents, representatives, contractors or other designees, during normal business hours at the JCOC's office or place of business in Virginia Beach, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Virginia Beach, Virginia, which is convenient for the City. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers or obligations are express or implied.

ASSIGNMENT. No Party may assign or transfer any rights herein without the written consent of the other Party.

SEVERABILITY. The provisions of this Agreement shall be deemed to be severable, and should any one or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.

INCORPORATION OF STANDARD CITY TERMS. The attached Exhibit B is attached hereto to provide standard City Terms for contracts. All references to "Contractor" in this Exhibit B shall refer to the JCOC.

IN TESTIMONY THEREOF, the Parties have caused this Agreement to be executed, each by its duly authorized officers, all as of the day, month, and year first written.

JUDEO-CHRISTIAN OUTREACH  
CENTER, INC.:

NAME:

TITLE:

DATE:

Jackie Walker  
Executive Director  
2-2-2022

CITY OF VIRGINIA BEACH:

NAME:

TITLE:

DATE:

Patrick A. Duherney  
City Manager  
2/16/2022

Internal City approvals:

Approved as to Content (DHNP):

Cindy M. Walters  
Date: 2/1/2022

Approved as to availability of funds (Finance):

Robert H. Hobb  
Date: 2/15/2022

Approved as to Legal Sufficiency:

2/15/2022



1 AN ORDINANCE TO APPROPRIATE \$54,366,605 OF  
2 AMERICAN RESCUE PLAN ACT CORONAVIRUS STATE  
3 AND LOCAL FISCAL RECOVERY FUNDS FOR FURTHER  
4 COMMUNITY SUPPORT AND ASSISTANCE  
5

6 WHEREAS, since March 2020, the coronavirus pandemic has impacted the  
7 citizens of the City of Virginia Beach as well as the operations of the City of Virginia Beach;  
8

9 WHEREAS, on March 11, 2021, the President of the United States signed the  
10 American Rescue Plan Act into law (P.L. 117-2);  
11

12 WHEREAS, Section 9901 (Title IX, Subtitle M) of the American Rescue Plan Act  
13 created Coronavirus State and Local Fiscal Recovery Funds;  
14

15 WHEREAS, the Coronavirus State and Local Fiscal Recovery Funds allocated  
16 direct federal funding to governments throughout the United States, including the City of  
17 Virginia Beach;  
18

19 WHEREAS, the City received allocations from both the city and county portions of  
20 the Coronavirus State and Local Fiscal Recovery Funds as Section 9901 allowed that "a  
21 unit of general local government that has formed a consolidated government may receive  
22 a distribution under each...paragraphs..."  
23

24 WHEREAS, the United States Treasury formula apportioned a total of  
25 \$136,429,703 to the City of Virginia Beach;  
26

27 WHEREAS, in May 2021, the United States Treasury released guidance for the  
28 funds under the Interim Final Rule (31 CFR Part 35, Subpart A);  
29

30 WHEREAS, on May 25, 2021, the City Council established priorities for the use of  
31 the City's funds and instructed the City Manager to prepare a Recommended Budget;  
32

33 WHEREAS, the City Manager presented an American Rescue Plan Act  
34 Recommended Budget on September 14, 2021;  
35

36 WHEREAS, a public hearing on the proposed use of American Rescue Plan Act  
37 funds was held on October 5, 2021; and  
38

39 WHEREAS, the City Council requested dividing the recommendations such that  
40 certain capital projects were adopted at the October 19<sup>th</sup> Formal Session and actions on  
41 the rest of the funds would be considered at a later date.  
42

43 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
44 VIRGINIA BEACH, VIRGINIA THAT:  
45

- 46 1. \$54,366,605 is hereby appropriated into the FY 2021-22 Operating Budget, with  
47 revenue from the federal government increased accordingly.



2. \$15,000,000 is hereby appropriated to the Grants Consolidated Fund within the FY 2021-22 Operating Budget. This appropriation shall be for a grant to be provided to the United Way of South Hampton Roads for *VBthrive*.
3. \$10,000,000 is hereby appropriated to the Grants Consolidated Fund within the FY 2021-22 Operating Budget. This appropriation shall be for a grant to be provided to the United Way of South Hampton Roads for business relief programs. Of this amount, \$5,000,000 shall be set aside for the tourism, travel, and hospitality industry, and the remaining \$5,000,000 shall be made available for business relief for all other industries in the City.
4. \$5,000,000 is hereby appropriated to the Grants Consolidated Fund within the FY 2021-22 Operating Budget. This appropriation shall be for a grant to the Foodbank of Southeastern Virginia, Inc. for mobile food services.
5. \$300,000 is hereby appropriated to the Grants Consolidated Fund within the FY 2021-22 Operating Budget. This appropriation shall be for a special event fee offset program that is modeled upon a similar program adopted by the City Council on December 1, 2020.
6. \$250,000 is hereby appropriated to the Grants Consolidated Fund within the FY 2021-22 Operating Budget. This appropriation shall be to provide reimbursement-based assistance to the volunteer rescue squads located in the City to offset increased current year and future pandemic related expenses borne by the squads.
7. \$108,800 is hereby appropriated to the FY 2021-22 Operating Budget of the Department of Human Services to provide reimbursement for costs of shelter and transportation for the Virginia Beach Psychiatric Center for discharged individuals who lack access to housing.
8. \$75,000 is hereby appropriated to the FY 2021-22 Operating Budget of the Department of Human Services to provide reimbursement for services provided by Health Care Services of Hampton Roads, Inc. for increased current year and future pandemic related health expenses.
9. A new capital project, #100593, "Southside Network Authority Regional Fiber Ring – ARPA" is hereby established in the FY 2021-22 Capital Improvement Program for the City's contribution to the Southside Network Authority to further development of the Regional Ring.
10. \$7,000,000 is hereby appropriated into the FY 2021-22 Operating Budget and transferred, as pay-as-you go financing, to the FY 2021-22 Capital Improvement Program. These funds will support Capital Project #100593 within the Information Technology Section of the FY 2021-22 Capital Improvement Program.
11. A new capital project (#100592, "Enhanced Telehealth and Case Management – ARPA") to acquire and deploy technology for enhanced telehealth and case



management is hereby established within the FY 2021-22 Capital Improvement Program.

12. \$2,224,000 is hereby appropriated into the FY 2021-22 Operating Budget and transferred, as pay-as-you go financing, to the FY 2021-22 Capital Improvement Program. These funds will support Capital Project #PG100592 within the Information Technology Section of the FY 2021-22 Capital Improvement Program.
13. A new capital project # 100607, "Little Island Park Parking Lot Improvements-ARPA" is hereby authorized within the FY 2021-22 Capital Improvement Program.
14. \$2,000,000 is hereby appropriated into the FY 2021-22 Operating Budget and transferred, as pay-as-you go financing, to the FY 2021-22 Capital Improvement Program. These funds will support Capital Project # 100607, "Little Island Park Parking Lot Improvements- ARPA" within the Parks and Recreation Section of the FY 2021-22 Capital Improvement Program.
15. \$480,000 is hereby appropriated to the Grants Consolidated Fund within the FY 2021-22 Operating Budget. This appropriation shall be for a grant to the Virginia Beach Community Development Corporation for life cycle improvements at Scarborough Square.
16. \$348,000 is hereby appropriated to the Grants Consolidated Fund within the FY 2021-22 Operating Budget. This appropriation shall be for a grant to the Virginia Beach Community Development Corporation for life cycle improvements at Westneck Village.
17. \$750,000 is hereby appropriated to the Grants Consolidated Fund within the FY 2021-22 Operating Budget. This appropriation shall be for a grant to the Samaritan House, Inc. for the development of a housing facility.
18. \$1,000,000 is hereby appropriated to the Grants Consolidated Fund within the FY 2021-22 Operating Budget. This appropriation shall be for a grant to the Mother Seton House, Inc. to assist in the construction of new housing facilities.
19. \$500,000 is hereby appropriated to the Grants Consolidated Fund within the FY 2021-22 Operating Budget. This appropriation shall be for a grant to the Judeo-Christian Outreach Center to assist in the construction of new housing facilities.
20. \$3,736,200 is hereby appropriated to the Grants Consolidated Fund within the FY 2021-22 Operating Budget. This appropriation shall be for housing vouchers, inclusive of rent and security deposits, contracted manpower, and other similar housing costs for the Department of Housing and Neighborhood Preservation.
21. \$5,094,605 is hereby appropriated to the Grants Consolidated Fund within the FY 2021-22 Operating Budget. This appropriation shall be for a one-time premium payment to City full-time staff of \$1,000 each and for City part-time staff of \$500 each. The premium payments will be made to eligible members of the City workforce per the United States Treasury's *Interim Final Rule*. This one-time

premium payment will exclude Council Appointees, Deputy City Managers, Department Directors, Leaders of Offices that report directly to the City Manager, and Constitutional Officers. Total cost to implement this one-time premium payment is estimated to cost \$6,380,416. The estimated difference of \$1,285,811 is to be funded through the use of attrition savings. To accomplish this purpose, the City Manager or his designee is hereby authorized to transfer savings in salary or fringe benefit accounts among departments, notwithstanding other budgetary controls outlined in the Annual Operating Budget Ordinance. The City Manager is empowered to transfer sufficient additional funds necessary to accomplish this Council enactment.

22. \$500,000 is hereby appropriated to the Grants Consolidated Fund within the FY 2021-22 Operating Budget. This appropriation is for lease, buildout, or any other physical construction, technology, furniture, and fixtures capital expenditures related to the establishment of a Child Care Pilot Program to benefit the workforce of the City.
23. If a program or project approved by this ordinance is determined to be no longer feasible to be constructed within the timeframe allowed by the United States Department of the Treasury, the City Manager or designee shall hold such project in abeyance and seek direction by the City Council for an alternative use of the funds or segmentation of the project to meet the applicable timeframe, or both.
24. If, at a subsequent date to this ordinance, further or refined guidance is issued by the United States Department of the Treasury that disallows any of the programs or projects approved by this ordinance, the City Manager or designee shall hold such project in abeyance and seek direction by the City Council for an alternative use of the funds.

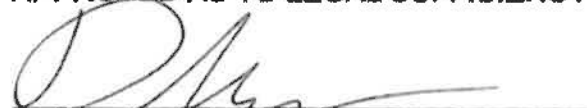
Adopted by the Council of the City of Virginia Beach, Virginia, on the 16th day of November, 2021.

*Requires an affirmative vote by a majority of all of the members of City Council.*

APPROVED AS TO CONTENT:

  
Budget and Management Services

APPROVED AS TO LEGAL SUFFICIENCY:

  
City Attorney's Office

CA15571  
R-2  
November 10, 2021

## **EXHIBIT B**

### **VA Public Procurement Act Required Terms and City Required Terms**

#### **Subpart A: VPPA Required Contract Terms**

**Faith Based Organizations.** The City of Virginia Beach does not discriminate against Faith-Based Organizations.

#### **Compliance with Immigration Laws**

Contractor agrees that it does not currently, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986.

#### **Foreign and Domestic Corporations Transacting Business in Virginia**

The Contractor shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. The Contractor shall submit proof of such registration to the City. Additionally, the Contractor shall not allow its certificate of registration or authority to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or canceled at any time during the term of the Agreement.

#### **Nondiscrimination**

Employment discrimination by Contractor shall be prohibited. During the performance of this Agreement, Contractor agrees as follows:

A. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. Contractor will include the provisions of the foregoing Sections 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

#### **Drug-Free Work Place**

During the performance of this Agreement, Contractor agrees as follows:

A. Contractor will provide a drug-free workplace for Contractor's employees.

B. Contractor will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

C. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.

D. Contractor will include the provisions of the foregoing Sections A, B, and C in each subcontract or purchase order over \$10,000, so the provisions are binding upon each subcontractor.

## **Subpart B: City Required Contract Terms**

### **Governing Law and Venue.**

**A. Contract interpreted under laws of Virginia.** This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

**B. Venue.** Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach.

### **Compliance with Applicable Laws**

The Contractor shall comply with all federal, state and local statutes, ordinances, regulations and guidelines now in effect or hereafter adopted, in the performance of the description of services set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its services. If the Contractor is a corporation, partnership, or limited liability company, Contractor expressly represents that it is a legal business entity in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of this Agreement.

### **Business License Requirement**

If the Contractor is a business, located in the City of Virginia Beach or at any time during the performance of this Agreement obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade or occupation without having first obtained the proper license from the Commissioner of the Revenue of the City, and the Contractor covenants that it has a business license where one is required to perform this Agreement.

### **Independent Contractor**

The Contractor shall agree and covenant that it is and shall be at all times, an independent contractor, and as such, shall have and maintain complete control over all of its employees and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the City. Nothing in this section shall be deemed to absolve or otherwise limit the Contractor's liability and responsibility to safely and correctly perform its duties under this Agreement.

### **Non-appropriation**

It is understood and agreed between the parties hereto that the City shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this Agreement. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the City shall immediately notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which (an) appropriation(s) (was) were received without penalty or expense to the City of any kind whatsoever.

### **Compliance with the Virginia Human Rights Act**

The Virginia Human Rights Act, as amended, includes protections against discrimination based on an individual's race, color, religion, sex, sexual orientation, gender identity, marital status, pregnancy, childbirth or related medical conditions, age, status as a veteran, or national origin. During the performance of this Agreement, Contractor shall comply with the Virginia Human Rights Act, as amended.



Glenn A. Youngkin  
Governor

Caren Merrick  
Secretary of  
Commerce and Trade

# COMMONWEALTH of VIRGINIA

DEPARTMENT OF  
HOUSING AND COMMUNITY DEVELOPMENT

Bryan W. Horn  
Director

February 2, 2022

Todd Walker  
Executive Director  
Judeo-Christian Outreach Center  
1053 Virginia Beach Blvd.  
Virginia Beach, VA 23451

## Proposed Predevelopment Grant Offer

Dear Mr. Walker,

I am pleased to advise you that the Department of Housing and Community Development has approved the request of Judeo-Christian Outreach Center for a reservation of \$100,000.00 in Permanent Supportive Housing Predevelopment grant funds.

You will receive further communication in the form of a program agreement within the next few weeks. This program agreement must be fully executed within 90 days from the date of this letter in order for this preliminary offer to result in a program commitment and reservation of funds.

We are looking forward to working with you to provide affordable housing, if you have any questions as it pertains to this offer please feel free to contact me. I can be reached at:  
Chloe.Rote@dhcd.virginia.gov or (804) 843-1909

Sincerely,

Chloe Rote  
Housing Program Manager



Virginia Department of Housing and Community Development | Partners for Better Communities  
Main Street Centre | 600 East Main Street, Suite 300 Richmond, VA 23219  
www.dhcd.virginia.gov | Phone (804) 371-7000 | Fax (804) 371-7090 | Virginia Relay 7-1-1

**GRANT AGREEMENT  
2021 HOUSING TRUST FUND  
PSH PREDEVELOPMENT GRANT PROGRAM  
22-HTF-01**

This Grant Agreement is made by and between the **Virginia Department of Housing and Community Development (“DHCD” and/or “Grantor”)** and **Judeo-Christian Outreach Center (“Grantees”)** for the period **January 1, 2022 to June 30, 2022** in the total amount of **\$100,000**.

The Permanent Supportive Housing (PSH) Predevelopment Grant Program (formerly Homeless Reduction Program Predevelopment Grants) are funded through Virginia's Housing Trust Fund, a state appropriation of \$55,000,000 for the fiscal year 2021 budget. The Department may use up to 20 percent of the moneys from the Fund to provide grants through eligible organizations for targeted efforts to reduce homelessness, including predevelopment assistance for permanent supportive housing and other long-term housing options for the homeless. The Grant is subject to the terms, guidelines and regulations set forth in the Virginia Housing Trust Fund Predevelopment Program Guidelines (The “Guidelines”) and any subsequent amendments to the guidelines, the laws of the Commonwealth of Virginia and federal law.

**I. Scope of Services**

Funds are for targeted efforts to reduce homelessness through the acquisition, production, or preservation of suitable housing. These grant funds are to be used for eligible predevelopment activities associated with the **JCOC 3H Housing** (The “Project”) located in the **City of Virginia Beach**. These costs include: feasibility study fees, consulting fees, financial application costs, architectural fees, legal fees, engineers, development fees, site control expenses, title clearance cost, and/or any additional cost of predevelopment deemed eligible in the program guidelines. DHCD in its sole discretion, may upon request of the grantee(s) consider costs associated with the project, but not listed in the guidelines as potentially eligible costs for reimbursement.

**II. Conditions**

**A. Reimbursement**

Funds are disbursed on a reimbursement basis upon documented progress as required by DHCD. Grantees must submit remittances in DHCD's Centralized Application and Management System (CAMS) and be able to provide documentation that the work and services occurred within the grant period and the expenses were paid appropriately by the Grantee. Grantees may elect to submit remittances on a monthly or bi-monthly basis. The option selected should be adhered to throughout the year. Supporting documentation must clearly indicate the period for which the reimbursement is requested, and contain sufficient documentation as to eligible costs.

**B. Preconditions for Reimbursement of Eligible Costs**

- 1) See Guidelines for a list of costs that are eligible for reimbursement.
- 2) Salary and overhead costs of the developer and its staff are not eligible for reimbursement.
- 3) The Developer must have paid each cost prior to seeking reimbursement.

- 4) No costs may be incurred after the Developer concludes that the site is infeasible for development of the Project.
- 5) To be eligible for reimbursement, all costs must be submitted to DHCD prior to the grant termination date of **June 30<sup>th</sup>, 2022**, at which point this agreement shall become null, void, and of no effect, except for such obligations of Developer as are expressly stated to survive termination hereof.

**C. Grantee Pre-Approval of Sites Is for Predevelopment Grant Purposes Only**

- 1) DHCD expects that, typically, sites that are pre-approved for predevelopment grant purposes will be included in the Developer's eventual project specific proposal(s), with the same unit mix, affordability levels, and other characteristics that the Developer indicated when requesting Grantee pre-approval.
- 2) However, DHCD recognizes that there may be circumstances in which a different result may be appropriate, for example if (without limitation) a site does not, or is unable to receive environmental clearance, or if due diligence demonstrates that development costs would be excessive.
- 3) Accordingly, the Developer's eventual project-specific proposal(s) may exclude pre-approved sites and may vary from the project characteristics indicated in the Developer's application for pre-approval of sites.
- 4) However, in any project-specific proposal, the Developer shall explain the reasons why any pre-approved sites are not proposed for inclusion in the project, and the reason why any characteristics indicated in the Developer's application for pre-approval are not reflected in the project-specific proposal.

**D. Reporting**

Grantees must submit reports as required by DHCD. Such reports may include, but are not limited to, outcomes and performance reports. Any required reports and their due dates will be announced by DHCD along with any relevant instruction.

Submission of reports implies approval from the executive director and is considered final. DHCD reserves the right to withhold reimbursement payments if the Grantee fails to submit the reports.

**Year-End Report**

The Grantee must submit a year-end report no later than the last day of July 2022, to include a summary of all actions taken under the grant, and concluding with next steps for the project.

**E. Continuum of Care Participation**

Grantees must actively participate in the Homeless Management Information System (HMIS) and regional continuum of care or balance of state local planning groups. In addition, Grantees must assure full participation in annual point-in-time and housing inventory counts.

**F. Accounting**

The Grantee must adhere to Generally Accepted Accounting Principles (GAAP). The Grantee shall establish and maintain separate accounts within its existing accounting system or set up accounts independently. The Grantee shall record in its accounting system all grant payments received pursuant to the grant and all other match funds



provided for, accruing to, or otherwise received on account of the grant.

All costs charged to the grant shall be supported by properly executed payrolls, timesheets, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, contracts, vouchers, or other accounting documents pertaining in whole or in part to the grant shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall reside at the offices of the grantee.

#### **G. DHCD Notification**

Grantee must notify DHCD of any potentially illegal act, such as misuse of grant funds or fair housing violations, immediately upon knowledge of such act. In addition, Grantee must notify DHCD should any other local, federal or state agency uncover evidence of any potentially illegal act. Grantee must notify DHCD if there is a change in agency management and/or fiscal personnel. Failure to do so will constitute a finding and may result in repayment of funds by the Grantee, the de-obligation of current funding and the preclusion of future funding.

#### **H. Audit**

All grantees, sub-grantees, CHDOs, and sub-recipients, localities, developers, or any other organizations that receive funding during a specific program year are required to submit one of the following financial documents: Financial Statement\*\*, Reviewed Financial Statement prepared by an independent Certified Public Accountant (CPA), Audited Financial Statement prepared by an independent CPA or an OMB A-133 Audit (Single Audit) prepared by an independent CPA. Please see the table below to determine which document your organization is required to submit.

The threshold requirements outlined below are the minimal standards required by DHCD. We strongly encourage all organizations receiving funds from DHCD to undertake the highest level of financial management review to ensure practices and procedures are fully examined and evaluated.

<b>Threshold Requirement</b>	<b>Document</b>
Total annual expenditures ≤\$100,000 – regardless of source	Financial Statement prepared by organizations**
Total annual expenditure between \$100,001 and \$300,000 – regardless of source	Reviewed Financial Statement prepared by an Independent Certified Public Accountant (CPA)
Total annual expenditures > \$300,000 – regardless of source	Audited Financial Statement prepared by an Independent CPA
Federal expenditures ≥\$750,000	2 CFR 200 Subpart F Audit - prepared by an Independent CPA

\*\*Does not require preparation by a CPA

Entities shall file the required financial document in the Centralized Application and Management System (CAMS) within nine (9) months after the end of their fiscal year or 30 (thirty) days after it has been accepted (Reviewed Financial Statement, Audited Financial Statement, and OMB A-133 Audit only) -whichever comes first.

The full DHCD Audit Policy, including an explanation of the specific document



requirements, can be found online at:

[http://www.dhcd.virginia.gov/images/DHCD/DHCD\\_Audit\\_Policy.pdf](http://www.dhcd.virginia.gov/images/DHCD/DHCD_Audit_Policy.pdf)

**I. Compliance**

Grantees with outstanding audit findings, IRS findings, DHCD monitoring findings or other compliance issues are not eligible to receive allocations. DHCD will work with all interested parties toward the resolution of unresolved matters, where appropriate.

**J. Maintenance of Records**

Records shall be readily accessible to DHCD, appropriate state and federal agencies, and the general public during the course of the grant agreement and shall remain intact and accessible for five years thereafter. The exception is in the event that any litigation claim or audit is started before expiration of the five-year period, the records shall be retained until such action is resolved.

**K. State Not Liable**

The Grantee shall hold harmless the Commonwealth of Virginia, DHCD, its agents and employees from any and all claims and demands based upon or arising out of any action by the Grantee, its employees, agents or contractors.

**L. Expenditure Review**

DHCD will monitor expenditure rates to ensure state resources are maximized. Failure to expend funds proportionately throughout the contract period may result in the de-obligation of funds. DHCD reserves the right to de-obligate funds at any time during the contract period and reallocated as deemed appropriate based on compliance, performance, need, and available funding.

**M. Termination, Suspension, Conditions**

If through any cause, the Grantee fails to comply with the terms, conditions or requirements of the contract documents, DHCD may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date of termination or suspension at least five (5) days prior to such action.

In the case of contract violation by the Grantee, DHCD may request that all or some of the grant funds be returned, even if the Grantee has already expended the funds. The Grantee agrees to return such funds as requested by DHCD within 30 days of the written request.

**N. Subsequent Contracts**

The Grantee shall remain fully obligated under the provisions of the Grant Agreement notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the Grant assistance is being provided to the Grantee.

The Grantee agrees to ensure that any contractor or subcontractor who is not the Grantee shall comply with all the lawful requirements of the Grantee necessary to insure that the project for which this assistance is being provided under this Agreement are carried out in accordance with the Grantee's Assurances and Certifications.

**O. Default**

A default is any unapproved use of grant funds. Upon due notice to the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to

respond, DHCD may take one or more of the following actions:

- (1) direct the Grantee to submit progress schedules for completing approved activities;
- (2) issue a letter of warning advising the Grantee of the default, establishing a date by which corrective actions must be completed and putting the Grantee on notice that more serious actions will be taken if the default is not corrected or is repeated;
- (3) direct the Grantee to suspend, discontinue or not incur costs for the affected activity;
- (4) require the Grantee to reimburse DHCD for costs inappropriately charged to the program;
- (5) other appropriate action including , but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omissions by DHCD in exercising any right or remedy available to it under the Agreement shall impair any such right to remedy or constitute a waiver or acquiescence in any Grantee default.

#### **P. Conflict of Interest**

Grantees shall ensure that the provision of any type or amount of assistance may not be conditional on an individual's or family's acceptance or occupancy of housing owned by the grantee, the sub-grantee, a parent organization, or subsidiary.

Grantees/sub-grantees, parent organizations, or subsidiaries may not administer rapid re-housing or prevention assistance and use the assistance for households residing in units owned by the grantee/sub-grantee, parent organization, or subsidiary.

Individuals (employees, agents, consultants, officers, or elected or appointed officials of the grantee or sub-grantee) may not both participate in decision-making related to determining eligibility and receive any financial benefit. This financial benefit may not be received by the specific individual, any member of his/her immediate family or a business interest. The restriction applies throughout tenure in the position and for a one-year period following tenure.

#### **Q. Religious Influence**

The Grantee may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this grant agreement. If an organization conducts these activities, then they must be offered separately, in time or location, from the programs or services funded under this grant agreement and participation must be voluntary for program participants.

### **III. Additional Assurances**

- A.** Grantee will give the Virginia Department of Housing and Community Development, the Comptroller, HUD and any other authorized state or federal representatives access to and the right to examine all records, books, papers, or documents related to the Grant.
- B.** In accordance with federal law, grantee will provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin, in

any phases of employment or in any phase of service delivery.

#### **IV. Additional Certifications:**

The Grantee certifies that it will comply with the following:

- (a) Freedom of Information Act (5 U.S.C 552) and Virginia Freedom of Information Act;
- (b) Virginia Fair Employment Contracting Act;
- (c) Fair Housing Act (42 U.S.C. 3601-20), and implementing measures under:
  - 24 CFR 100 (discriminatory conduct under Fair Housing Act);
  - Executive Order 11063 and regulations at 24 CFR 107 (preventing discrimination on basis of race, color, creed, or national origin);
  - 24 CFR Part 8 (prohibiting discrimination against handicapped individuals);
  - Title VIII of Civil Rights Act of 1968 as amended (prohibiting discrimination based on race, color, national origin, religion, sex, familial status [including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18], and disability)
- (e) Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at:
  - 24 CFR 146 (nondiscrimination on basis of age in HUD programs);
  - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- (f) 24 CFR 574.320 (Federal rent standards for rental assistance, requiring rents to be charged no greater than appropriate Fair Market Rent levels);
- (g) 24 CFR Part 35 (Federal lead-based paint provisions, requiring visual inspections and stabilization of paint before commencement of occupancy);
- (h) Adhere to Executive Orders 11625, 12432, and 12138, that Grantee must make efforts to encourage participation of minority and women-owned business enterprises in connection with funded activities; Encourage participation of locally-owned enterprises in connection with funded activities;
- (i) McKinney-Vento Homeless Assistance Program Regulations;
- (j) Anti-lobbying Certification;
- (k) Drug Free Workplace.

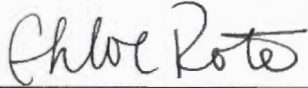
If requested by DHCD:

1. A Grantee that is a unit of local government agrees to assume the status of a responsible Federal official under the National Environmental Policy Act (NEPA) of 1969 and other provisions of Federal law as specified at 24 CFR 58 and 58.5 and agrees to comply with these NEPA regulations.
2. All Grantees that are not units of local government agree to assist DHCD in carrying out 24 CFR 58 and 58.5.

The Agreement is hereby executed by the parties on the date set forth below their respective

signatures as follows:

**Virginia Department of Housing and Community Development**



ASNH Program Manager

DHCD Authorized Representative

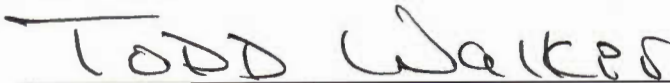
February 2, 2022

Date

**Judeo-Christian Outreach Center**



Signature



Name (printed or typed)



Title



Date

## PROPERTY DETAILS

## 1049 Virginia Beach Blvd

LEGAL DESCRIPTION	Terrapin Hill .635 Acre
GPIN (PARCEL ID)	24176535270000
SERVICE DISTRICT	60 : Beach

## FY21/22 ASSESSMENT

LAND VALUE	\$142,800
IMPROVEMENT VALUE	\$499,300
TOTAL VALUE	\$642,100

## LAND INFORMATION

UNOFFICIAL ZONING DISTRICT	A12
PROPERTY CODE/CATEGORY	711 Charitable - Other
LAND USE	No
WATERSHED	Atlantic Ocean
PLATS (MAP BOOK/INSTRUMENT #)	Download ( <a href="https://media.vbgov.com/rea/plats/_PDF">https://media.vbgov.com/rea/plats/_PDF</a> )
LAND SQUARE FOOTAGE	28,804.38 sq ft

## BUILDING INFORMATION

FLOORS	FINISHED AREA	DESCRIPTION
1	5,316 SF	
1	3,200 SF	
2	1,716 SF	
Total	10,232 SF	

## SALES HISTORY

DOCUMENT #	SALES DATE	SALES PRICE	DEED BOOK/PAGE
0000000000000000	05/22/1989	\$325,000	2827 / 1708

## TAX ASSESSMENTS

FISCAL YEAR	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE	TAX PER \$100	ANNUAL TAXES
2022	\$142,800	\$499,300	\$642,100	\$0.99	\$0.00
2021	\$142,800	\$490,800	\$633,600	\$1.0175	\$0.00
2020	\$142,800	\$484,600	\$627,400	\$1.0175	\$0.00
2019	\$142,800	\$466,900	\$609,700	\$1.0025	\$0.00
2018	\$142,800	\$460,500	\$603,300	\$1.0025	\$0.00
2017	\$142,800	\$460,600	\$603,400	\$0.99	\$0.00
2016	\$142,800	\$450,500	\$593,300	\$0.99	\$0.00
2015	\$142,800	\$442,000	\$584,800	\$0.93	\$0.00
2014	\$142,800	\$227,700	\$370,500	\$0.93	\$0.00
2013	\$197,600	\$246,400	\$444,000	\$0.95	\$0.00
2012	\$197,600	\$246,400	\$444,000	\$0.89	\$0.00
2011	\$197,600	\$246,400	\$444,000	\$0.89	\$0.00
2010	\$197,600	\$246,400	\$444,000	\$0.89	\$0.00
2009	\$179,600	\$236,900	\$416,500	\$0.89	\$0.00
2008	\$157,500	\$221,424	\$378,924	\$0.89	\$0.00

Exemption programs such as Seniors, Disabled Persons, Veterans, Energy Efficient Buildings, etc. are not reflected in the Annual Taxes.

## ANNUAL TAXES

## ANNUAL ASSESSMENTS



## CLOSEST LIBRARY



Oceanfront Library

0.5 miles away

## CLOSEST RECREATION CENTER



Joseph Grimstead Sr. Seatack Rec Center

0.6 miles away

## CLOSEST PARK



Beach Garden Park

1.6 miles away

## CLOSEST SHELTER



Birdneck Elementary School

2.5 miles away

Corporate Landing Middle School

5.1 miles away

## CLOSEST POLICE STATION

2nd Precinct

0.4 miles away

## CLOSEST FIRE STATION



FIRE 11 / Beach Borough

0.5 miles away

## TRASH PICKUP SERVICES



Trash Collection

Every Tuesday

Next Recycling Day

Tuesday, February 15, 2022



## VOTING PRECINCT

Precinct

**Seatack - 005**

Polling Location

**Mount Olive Baptist Church Disctrict: 6**

## VOTING DISTRICTS

Local Election

**District 6 - Beach**

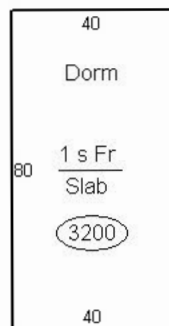
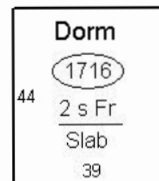
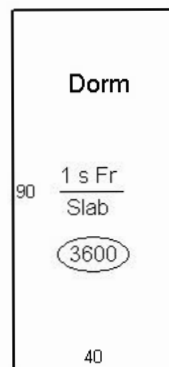
State Senate

**District 8**

House of Delegates

**District 81**

STATE PLANE X, Y	12216312.4266839, 3475630.1813123
GEOGRAPHIC COORDINATES	36.84162389, -75.99351345
2010 CENSUS TRACT NO.	044200
2010 BLOCK GROUP NO.	0442002
POLICE BEAT	225
ESTIMATED LAND AREA	28804.38 sq ft
AGRID	L7
SOIL TYPE	1 - Acredale
APZ ZONE	N/A
NOISE ZONE	> 75
FLOOD ZONE	X



1049 Virginia Beach Blvd

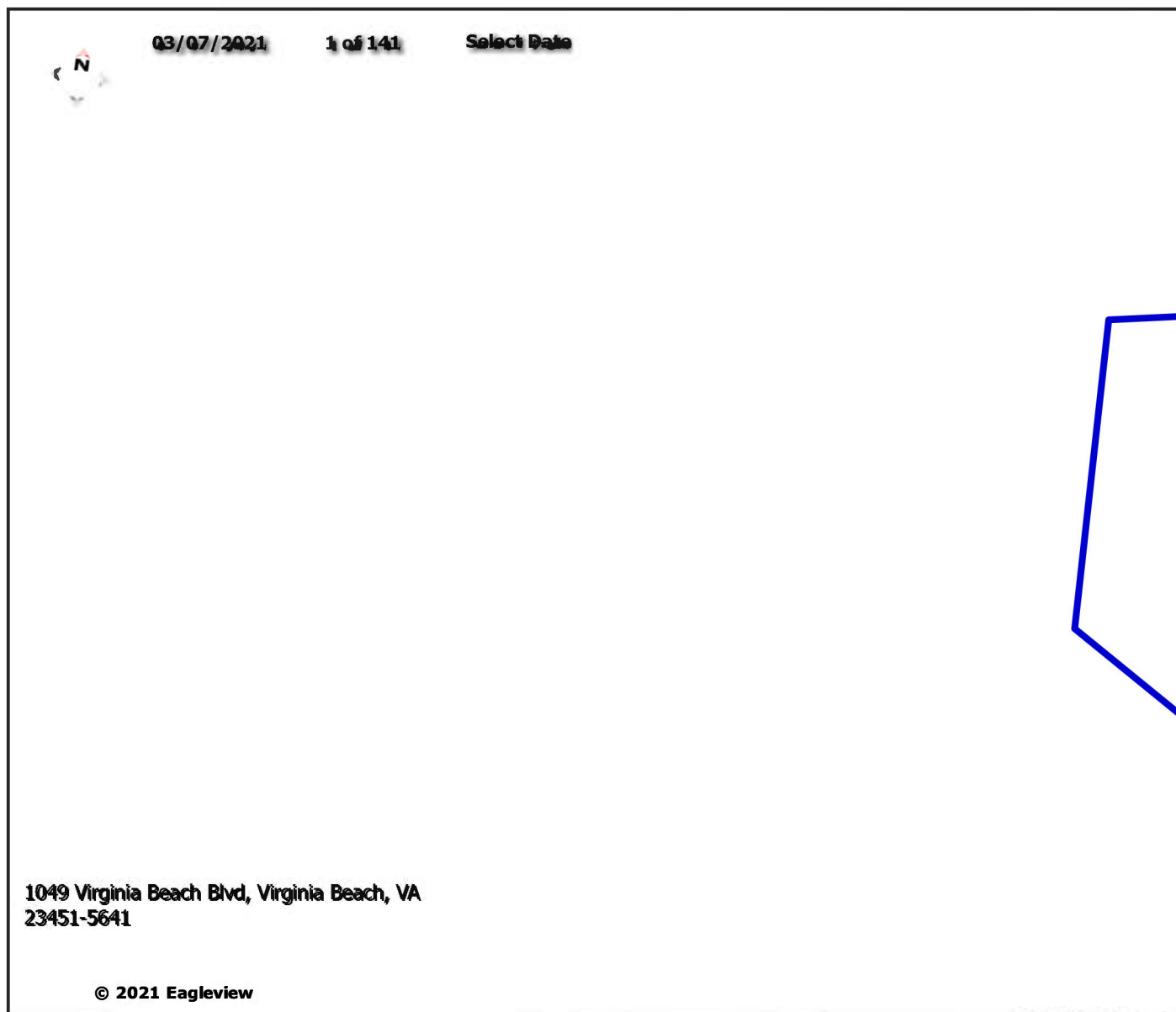
Property Image 2

Property Image 3

Property Image 4

Property Image 5

Property Image 6



## PROPERTY DETAILS

## 1053 Virginia Beach Blvd

LEGAL DESCRIPTION	Terrapin Hill .33 Acres
GPIN (PARCEL ID)	24176526200000
SERVICE DISTRICT	60 : Beach

## FY21/22 ASSESSMENT

LAND VALUE	\$63,500
IMPROVEMENT VALUE	\$169,200
TOTAL VALUE	\$232,700

## LAND INFORMATION

UNOFFICIAL ZONING DISTRICT	A12
PROPERTY CODE/CATEGORY	711 Charitable - Other
LAND USE	No
WATERSHED	Atlantic Ocean
PLATS (MAP BOOK/INSTRUMENT #)	Download ( <a href="https://media.vbgov.com/rea/plats/_PDF">https://media.vbgov.com/rea/plats/_PDF</a> )
LAND SQUARE FOOTAGE	12,813.24 sq ft

## BUILDING INFORMATION

USE CODE	DESCRIPTION	ID #	CONSTRUCTED YR.	SIZE
GENCOMM	General Commercial	C	1920	4,220 SF

FLOORS	FINISHED AREA	DESCRIPTION
1	2,110 SF	General Retail
2	2,110 SF	General Retail
Total	4,220 SF	

## SALES HISTORY

DOCUMENT #	SALES DATE	SALES PRICE	DEED BOOK/PAGE
0000000000000000	05/22/1989	\$325,000	2827 / 1708

## TAX ASSESSMENTS

FISCAL YEAR	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE	TAX PER \$100	ANNUAL TAXES
2022	\$63,500	\$169,200	\$232,700	\$0.99	\$0.00
2021	\$63,500	\$168,300	\$231,800	\$1.0175	\$0.00
2020	\$63,500	\$165,100	\$228,600	\$1.0175	\$0.00
2019	\$63,500	\$159,700	\$223,200	\$1.0025	\$0.00
2018	\$63,500	\$158,300	\$221,800	\$1.0025	\$0.00
2017	\$63,500	\$158,300	\$221,800	\$0.99	\$0.00
2016	\$63,500	\$155,300	\$218,800	\$0.99	\$0.00
2015	\$63,500	\$151,900	\$215,400	\$0.93	\$0.00
2014	\$63,500	\$224,500	\$288,000	\$0.93	\$0.00
2013	\$103,500	\$224,500	\$328,000	\$0.95	\$0.00
2012	\$103,500	\$224,500	\$328,000	\$0.89	\$0.00
2011	\$103,500	\$224,500	\$328,000	\$0.89	\$0.00
2010	\$103,500	\$224,500	\$328,000	\$0.89	\$0.00
2009	\$94,100	\$215,900	\$310,000	\$0.89	\$0.00
2008	\$82,500	\$201,810	\$284,310	\$0.89	\$0.00

Exemption programs such as Seniors, Disabled Persons, Veterans, Energy Efficient Buildings, etc. are not reflected in the Annual Taxes.

## ANNUAL TAXES

## ANNUAL ASSESSMENTS





## CLOSEST LIBRARY



Oceanfront Library

0.6 miles away

## CLOSEST RECREATION CENTER



Joseph Grimstead Sr. Seatack Rec Center

0.6 miles away

## CLOSEST PARK



Beach Garden Park

1.6 miles away

## CLOSEST SHELTER



Birdneck Elementary School

2.5 miles away

Corporate Landing Middle School

5.1 miles away

## CLOSEST POLICE STATION

2nd Precinct

0.5 miles away

## CLOSEST FIRE STATION



FIRE 11 / Beach Borough

0.5 miles away

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## VOTING PRECINCT

Precinct

**Seatack - 005**

Polling Location

**Mount Olive Baptist Church Disctrict: 6**

## VOTING DISTRICTS

Local Election

**District 6 - Beach**

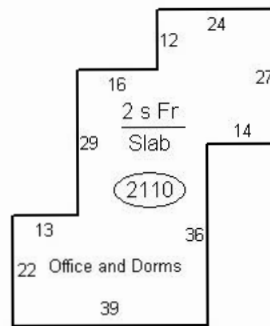
State Senate

**District 8**

House of Delegates

**District 81**

STATE PLANE X, Y	12216223.5245852, 3475621.1664908
GEOGRAPHIC COORDINATES	36.84160562, -75.99381796
2010 CENSUS TRACT NO.	044200
2010 BLOCK GROUP NO.	0442002
POLICE BEAT	225
ESTIMATED LAND AREA	12813.24 sq ft
AGRID	L7
SOIL TYPE	34A - State
APZ ZONE	N/A
NOISE ZONE	> 75
FLOOD ZONE	X



1053 Virginia Beach Blvd

**Property Image 2**

Property Image 3

Property Image 4

Property Image 5

Property Image 6



**03/07/2021**

**135 of 139**

**Select Date**

**1053 Virginia Beach Blvd, Virginia Beach, VA  
23451-5641**

**© 2021 Eagleview**



March 9, 2022

Todd Walker

President

JCOC 3H Housing, LLC

1053 Virginia Beach Blvd

Virginia Beach, VA 23451

**Grant Funding Commitment Letter**

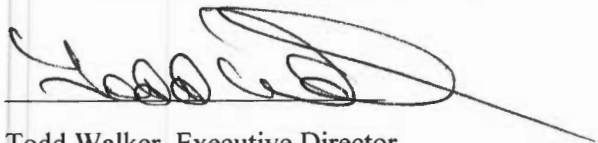
Dear Mr. Walker,

We are hereby pleased to advise the JCOC 3H Housing affordable housing development that our organization, the Judeo-Christian Outreach Center, Inc., has secured funding through fundraising in the amount of \$433,712 to be provided as grant funds for the development of the 38-unit SRO project in the City of Virginia Beach. The evidence of these commitments to Judeo-Christian Outreach Center, Inc. is attached - \$300,000 from Landmark Foundation, \$108,712 from LISC and \$25,000 from Gabrielle Schwartz Rosenblum.

On behalf of the Judeo-Christian Outreach Center, Inc., we look forward to the progress of this project and its impact on the Virginia Beach community.

Sincerely,

**Judeo-Christian Outreach Center, Inc.**



Todd Walker, Executive Director



September 10, 2021

Todd Walker, Executive Director  
Judeo Christian Outreach Center  
1053 Virginia Beach Blvd.  
Virginia Beach, VA 23451  
[twalker@jcoc.org](mailto:twalker@jcoc.org)

Dear Mr. Walker:

Congratulations. Local Initiatives Support Corporation (“LISC”) has approved a grant in the amount set forth in the table below (the “Grant”), to **Judeo Christian Outreach Center** (“Grantee” or “JCOC”), subject to the terms of this grant agreement entered into by and between LISC and Grantee (the “Grant Agreement”), which are as follows:

<b>Program Action Number:</b>	52848-0001
<b>Grantee’s DUNS Number:</b>	<b>809291883</b>
<b>Federal Award (Source of Funds):</b>	HUD SECTION 4 FY2019 (Non-Research and Development)
<b>Federal Award Identification Number:</b>	B-19-CB-NY-0001
<b>Date of Federal Award to LISC:</b>	May 22, 2020
<b>Catalog of Federal Domestic Assistance:</b>	14.252 (Section 4 Capacity Building for Community Development and Affordable Housing)
<b>Grant Amount to Grantee:</b>	\$100,000.00
<b>Portion of Grant Funded with Federal Funds:</b>	100%
<b>Portion of Grant Funded with HUD Section 4 FY2019 Federal Funds:</b>	100%
<b>Grantee’s Indirect Cost Rate:</b>	Not Applicable

**Grant Funding and Budget**

Uses:	Amount
Consultant services for Project Management	\$100,000
<b>Total:</b>	<b>\$100,000</b>

Detailed accounting records are required for all transactions related to the Grant without commingling with other projects or funding. Grantee must keep all accounting reports and supporting documents safely secured and available for monitoring or audit upon notice.

Any change in the budget of more than 10% of the total budget shall be subject to LISC's prior written approval. LISC reserves the right to approve any professionals or consultants engaged with any Grant funds (if such engagement is permitted). In order to be reimbursed for approved consultant fees, a copy of the consulting agreement and must be sent to LISC for review. Additionally, consistent with certification 2 of Attachment B, the grantee must verify that the consultant is not debarred nor suspended from doing business with the Federal Government per [www.sam.gov](http://www.sam.gov)



If the Grant budget includes payment for consultants, HUD Section 4 Funds may not be used, directly or indirectly, to pay or provide payments for the salary of a consultant or a contractor at more than the daily equivalent of the rate paid for the Level IV of the Executive Schedule available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2020/executive-senior-level>. The current Level IV rate is \$170,800/2087= **\$81.84 hourly rate** or \$3,273.60 at 40 hours/week.

Notwithstanding anything to the contrary in this Grant Agreement, Grant funds must not be used to carry out federally unallowable activities in contravention of 2 C.F.R. Part 200. Unallowable activities include, but are not limited to, lobbying, fundraising, public relations and organizational marketing.

If the Grant budget includes the payment of indirect costs, Grantee shall provide LISC with a copy of its most recent negotiated indirect cost rate agreement and if requested by LISC, a copy of its Certification of Indirect (F&A) Costs and, as applicable, a copy of its Certification that it does not meet the definition of a major nonprofit organization, which had been duly executed on behalf of Grantee by an individual at a level no lower than vice president or chief financial officer for Grantee, all in accordance with the requirements under Section 200.415 of 2 C.F.R. Part 200. De minimis rate of 10% of Modified Total Direct Costs shall be calculated and charged as approved, and in accordance with 2 C.F.R. § 200.68.

### **Term of the Grant**

The Grant term begins on August 1, 2021, and ends on **June 30, 2023**.

### **Purpose of the Grant:**

The Grant is being provided to Grantee to expand its capacity to undertake the development of 38 units of affordable housing for individuals exiting homelessness or those earning 50% or below area-medium income (AMI). During the grant term, JCOC will utilize the services of a consultant development partner to serve as project manager overseeing the project from predevelopment to tax credit application submission and approval to close out. Utilizing these services will provide Grantee access to staff support and technical expertise to navigate the Low Income Housing Tax Credit (LIHTC) process and the management of the project to completion.

Specifically, the Grant funds will be used to support the activities listed below, in furtherance of Grantees objectives and anticipated outcomes, below, which will benefit low- and moderate income households (i.e. households having incomes equal to or less than the Section 8 low-income limit established by HUD, which means a household whose income does not exceed 80% of the area median income) in Grantee's target neighborhoods, subject to the limitations contained elsewhere in this Grant Agreement.

### **Activities and Outcomes:**

The following outcomes are anticipated to be achieved under this Grant Agreement:

<b>Output</b>	<b>DEFINITION</b>	<b>Grant Projection</b>	<b>Proposed Grant Activity Related to Outputs</b>
<b># of CDCs/CHDOs served</b>	Number of HUD-qualified CDCs or CHDOs served as a <u>direct</u> result of these funds within grant term. Include CDCs receiving training by the grantee.	1	JCOC
<b># of community development projects supported</b>	Count of new/existing community development projects supported with this grant within the grant term.	1	JCOC's 38-unit Affordable Housing Development

	Examples of <b>PROJECTS</b> include commercial construction, park/green space development, housing developments and infrastructure work.		
<b># of NEW housing units completed</b>	Count of new housing units created and completed as a result of this grant within the grant term.	38	Development and completion of JCOC's 38-unit Affordable Housing Development

The undertaking by Grantee of the activities described above, and the anticipated outcomes set forth above, which will benefit low- and moderate-income households (i.e. households with incomes that do not exceed 80% of area median income), is referred to as the "Project".

In accordance with the Grant Budget, Grantee in furtherance of its charitable purposes, hereby agrees to use the Grant to cover a portion of its capacity building expenses. Funds provided under this grant for staff and consultant costs must not be used to carry out federally unallowable activities, as prohibited under 2 C.F.R. Part 200. Unallowable activities include, but are not limited to, lobbying, fundraising, public relations and organizational marketing.

By executing this Grant Agreement, Grantee agrees to carry out the activities described above on a timely basis and otherwise in compliance with this Grant Agreement (including all exhibits and attachments hereto). Grantee further represents and warrants that the activities contemplated under this Grant Agreement addresses, or will address, one of the following objectives: (i) to help overcome any impediments to fair housing choice in the target community or neighborhood, (ii) to promote racially, ethnically, and socioeconomically diverse communities, or (iii) to promote housing-related opportunities that overcome the effects of past discrimination because of race, color, national origin, religion, sex, disability or familial status.

This Grant is not being awarded to further research and development activities.

#### **Availability of Appropriation; Sufficiency of Funds:**

This Grant Agreement is contingent upon and subject to the availability of sufficient funds. LISC may terminate this Grant Agreement, in whole or in part, without penalty or further payment being required, if sufficient funds for this Grant Agreement have not been appropriated or otherwise made available to LISC by the federal funding source. LISC shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Grant Agreement as soon as practicable. Any suspension or termination pursuant to this provision will be effective upon the date of the written notice unless otherwise indicated.

#### **Disbursement Conditions:**

With respect to each request for disbursement of Grant funds, LISC shall have received from Grantee, as applicable, the items set forth below, all of which must be in form and substance acceptable to LISC, in its reasonable discretion:

1. The Grant Agreement duly signed by both Grantee and LISC;

2. Most recent audited financial statements and, if applicable, a copy of the Single Audit Report (previously and colloquially referred to as the A-133 Audit) for Grantee (in accordance with Subpart F (Audit Requirements) of 2 C.F.R. Part 200);
3. A written disbursement request, and a duly completed and executed Government Financial Report;
  - a. Proof of procurement indicated by a copy of the consultant agreement and invoices for each consultant being engaged to provide services to Grantee, costs of which are to be reimbursed with the Grant funds. Proof of invoice payment by voided check or accounting system report;
  - b. Grantee must abide by all Federal record keeping, retention, and reporting requirements.
4. Responses to questions 2-5 in the Next Steps section below.

**Disbursement Frequency:**

Monthly

**Reporting Requirements:**

Grantee shall submit the following reports to LISC in the manner and frequency set indicated below:

1. Quarterly Government Financial Report (Certification 12 of **Attachment B**), due no later than 15 days after the end of each calendar quarter; and
2. Quarterly Narrative reports on the form provided by LISC with this letter describing the consultant's progress and activities undertaken and the accomplishments achieved during the reporting period, a comparison of actual accomplishment to anticipated outcomes/outputs indicated in the Grant Agreement, reasons for slippage and additional pertinent information, due no later than **the last day** of each calendar quarter. Additional reports or increased frequency of reporting may be required at any time during the term of the Grant, if determined necessary by LISC to facilitate monitoring or otherwise to comply with reporting requirements to HUD.
3. A final performance report, in the form described in Section 35 of the Grant Terms and Conditions.
4. Race and ethnic data reports, if the Project is intended to provide benefits to (or otherwise directly benefit) individuals or families, on the Race and Ethnic Data Reporting Form found on Grants.gov (Form HUD-27061). **Attachment C**.
5. Section 3 Annual Summary Report (Form HUD-60002), if applicable. **Attachment C**.

*\*LISC may not be able to reimburse for expenses unless and until the above information is received.*

**Other Grant Conditions and Requirements**

The attached Grant Terms and Conditions and Certifications (**Attachments A, B and C**) shall be incorporated fully into, and made a part of this Grant Agreement.

<b>NEXT STEPS: PLEASE FOLLOW ALL OF THE STEPS OUTLINED BELOW.</b>
---

1. Please carefully review the terms and conditions (outlined in this Grant Agreement) detailing requirements for the use of this Grant.

2. The following Property Statement questions MUST be answered:

a) Will real property (e.g. land or building) be acquired with the Grant funds?

☐ YES ☒ NO

b) Will non-expendable personal property (e.g. furniture, IT equipment) be acquired?

☐ YES ☒ NO

c) Will expendable personal property (e.g. office supplies, machine parts) with an aggregate value of over \$5,000 be acquired?

☐ YES ☒ NO

*\*If the answer is YES to questions any of the questions above (2a, 2b or 2c) The Section 4 Property Statement in Attachment C MUST be completed and submitted with your last request for financial reimbursement.*

3. The following questions MUST be answered:

a) Data Universal Numbering System (DUNS) number: 809 291 883

b) Please indicate the expiration date of the registration in the Federal System for Award Management SAM (www.sam.gov). 12/29/21

*\*Please note that your organization must maintain an active registration during the term of this LISC Grant Agreement. An expired registration will affect Grantee's ability to receive other federal awards or payments (including disbursements of the LISC Grant).*

4. The following information MUST be completed about the site(s) for the performance of work to be done in connection with this LISC Grant:

Street Address:

1053 Virginia Beach Blvd.

City and County:

Virginia Beach

State and Zip Code:

Virginia, 23451

5. The following questions MUST be answered:

a) The organization's latest audited financial statements OR Single Audit are for the fiscal year ending June 30, 2021.

b) Is the organization subject to the Single Audit Act? ☐ YES ☒ NO

i. If subject to the Single Audit Act, the undersigned certifies that a copy of its audit has been submitted to the Federal Audit Clearinghouse on \_\_\_\_\_, \_\_\_\_\_.  
<http://harvester.census.gov/sac/>.

6. An authorized officer of Grantee MUST sign the Grant Agreement and email it to [grants\\_contracts@lisc.org](mailto:grants_contracts@lisc.org), copying Naomi Gunnell, Senior Program Officer at [NGunnell@lisc.org](mailto:NGunnell@lisc.org). Please contact Ms. Gunnell with questions about this Grant, to request disbursement of funds, and to report on progress.

7. LISC will then sign/fully execute the Grant and email it to the authorized contact person at your organization.

**[the remainder of this page left intentionally blank]**

The undersigned hereby acknowledges that it has received and read all the attached certifications that are part of this Grant Agreement, and agrees to comply with all of the requirements in connection with the Grant, and represents and warrants that it is in compliance with all applicable laws and regulations.

This agreement must be signed and returned to LISC within 30 days after the date of this Grant Agreement. If such deadline passes, LISC reserves the right to withdraw this Grant Agreement and reprogram the funds.

**TERMS OF GRANT ACCEPTED AND AGREED TO:**

**JUDEO CHRISTIAN OUTREACH CENTER**

Authorized Officer Signature:

Todd Walker

Name:

TODD Walker

Title:

Executive Director

Date:

9-14-21

**LISC OFFICER COUNTER-SIGNATURE:**

Date:

\_\_\_\_\_

## ATTACHMENT A

### GRANT TERMS AND CONDITIONS

The following additional Grant Terms and Conditions shall apply to all recipients (each, a “Grantee”) of Section 4 funding awarded by Local Initiatives Support Corporation (“LISC”), which awards are being made pursuant to a contract between the United States Department of Housing and Urban Development (“HUD”) (authorized by Section 4 of the HUD Demonstration Act of 1993 (Pub. L. 103-120, 107 Stat. 1148, 42 U.S.C. 9816 note), as amended, and the Consolidated Appropriations Act, 2019 (Pub. L. No. 116-6) and LISC, dated February 15, 2019, pursuant to which LISC was awarded funds to develop the capacity of nonprofit community development corporations, to enhance the technical and administrative capabilities of such organizations to carry out community development and affordable housing activities that benefit low-income households (i.e. households with incomes that do not exceed 80% of area median income) (the “HUD Contract”). These Grant Terms and Conditions shall be incorporated into, and made a part of, the Grant Agreement between LISC and each Grantee, as if fully set forth therein. References in these Grant Terms and Conditions to the “Grant Agreement” shall mean the grant agreement between LISC and Grantee, and references to the “Grant” shall mean the grant funds awarded to Grantee by LISC under such Grant Agreement.

#### A. General Conditions and Requirements

**1. Funds Not Disbursed By the Expiration Date:** All requests for reimbursement of expended funds pursuant to the Grant Agreement (in furtherance of the Purpose(s) of the Grant) must be received by LISC no later than sixty (60) days after the Grant end date. The Grant term may be extended, at LISC’s sole discretion, upon a duly executed amendment to the Grant Agreement, provided that a written request is submitted by Grantee to the LISC Program Officer at least sixty (60) days prior to the expiration of the Grant term. Any Grant funds not expended by Grantee by the end of the Grant term, as such term may have been extended, shall be automatically reprogrammed by LISC and shall no longer be available to Grantee.

**2. Funds Not Disbursed in a Timely Way:** Any funds not drawn down in a timely fashion during the term of the Grant may be deobligated by LISC in its sole discretion after notice to Grantee. Such deobligation shall be effective as to any Grant funds not expended by Grantee prior to the date of receipt of such notice.

**3. No Disbursement if Non-Compliance.** LISC will not make any disbursement of the Grant unless on the proposed date of disbursement Grantee is in full compliance with all of these Grant Terms and Conditions as well as all other terms and conditions set forth in the Grant Agreement. In addition, LISC will not make any disbursement of the Grant if it will (i) violate any provision of law, regulation or administrative ruling to which LISC is subject, (ii) subject LISC to any tax, penalty, or fine, or (iii) not further the charitable purposes of LISC.

**4. No Disbursement if Default Exists, or Material Adverse Change Has Occurred:** LISC will not make any disbursement of the Grant if, at the time of the proposed disbursement, Grantee, or any subsidiary of Grantee, or any partnership affiliated with Grantee, is in default under the terms of any LISC financing, whether for the Project or provided by LISC for any

other project or purpose. In addition, LISC will not make any disbursement of the Grant if there has been a material adverse change in the financial or other condition of Grantee or the Project, including, but not limited to, any adverse change in Grantee's key personnel working on the Project (with LISC determining, in its reasonable discretion, what constitutes a material adverse change in key personnel).

**5. Reimbursement for Costs in Accordance with 2 C.F.R Part 200:** LISC will reimburse Grantee for costs incurred in the performance of the Grant Agreement that are determined by LISC to be allowable, allocable, and reasonable with the cost principles set forth in Part 200 of Title 2 of the Code of Federal Regulations ("C.F.R."), which supersedes the cost principles set forth in the Office of Management and Budget ("OMB") Circular A-122. Grantee will not be reimbursed for more than the amount of funds obligated under the Grant Agreement. In the event Grantee exceeds such amount, the cost shall be borne entirely by Grantee. All costs must be reasonable. A cost is reasonable if, in nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. Salary and fringe benefits shall not exceed the average as prevailing in the area for comparable work. LISC reserves the right to seek recovery of any expenditure found unallowable under the cost principles found in 2 C.F.R. Part 200 or the provisions of this Grant award, based upon the final audit or any other special audits undertaken. Where exceptions are found, LISC has the right to order a special audit, even if Grantee's auditor or a cognizant agency has already conducted one. This provision survives any termination of the Grant Agreement.

In addition, LISC will not make any disbursement of the Grant unless, at the time of such disbursement, Grantee is in compliance with all of the terms and conditions applicable to the Grant, including these Grant Terms and Conditions, and the disbursement of the Grant (i) will not violate any provision of law, regulation or administrative ruling to which LISC is subject (ii) will not subject LISC to any tax, penalty, or fine, and (iii) will further the charitable purposes of LISC.

**6. Interest and Program Income:** Grantee hereby agrees to use any interest accruing, or program income earned, on Grant funds, if any, until they have been expended by Grantee in furtherance of the purposes, and the types of activities, specified in the Grant Agreement. The requirements and standards for program income are contained in 2 C.F.R. Part 200, Section 200.307. Notwithstanding the foregoing, the use of any program income shall be subject to approval by LISC, which may be withheld in its sole discretion; any approved utilization of program income by Grantee shall be memorialized in a written amendment to the Grant Agreement, executed by both Grantee and LISC prior to any such utilization. Grantee shall identify the use of program income in reports submitted to LISC under the Grant Agreement, including without limitation in any required semi-annual and annual reports.

**7. Suspension and Termination:** If for any reason Grantee shall fail to fulfill in a timely and proper manner its obligations under the Grant Agreement, or if Grantee shall violate any of the terms and conditions contained in the Grant Agreement, or if any representation or warranty made by Grantee in the Grant Agreement or any statement or representation made in any certificate, report or opinion delivered pursuant to the Grant Agreement proves to have been false, misleading or incorrect in any material respect when made or deemed made, LISC may

declare Grantee to be in breach or default of the Grant Agreement, whereupon LISC may exercise, in addition to all remedies available to it at law or in equity, the following remedies:

- (a) Temporarily withhold disbursements or cash payments pending correction of the deficiency by Grantee or more severe enforcement action by LISC in its sole discretion (subject to the cure periods set forth below).
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Grant and the Grant Agreement, as applicable (subject to the cure periods set forth below).
- (d) Recommend to HUD the initiation of suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and HUD regulations.
- (e) Withhold further awards for the Project or other projects administered by Grantee.

LISC will provide Grantee with written notice specifying the exact nature of such failure or violation. Thereafter, Grantee has thirty (30) calendar days to remedy the failure or violation. In the event Grantee does not remedy the failure or violation within the thirty (30) day calendar period, LISC then has the right to terminate the Grant Agreement or suspend any disbursements in whole or in part by giving written notice to Grantee of such termination or suspension of any disbursements and specify the date thereof, at least five (5) business days before the effective date of termination or suspension.

Notwithstanding the above, at any time during the Grant Agreement, LISC may at its option and for any reason, terminate the Grant Agreement upon ten (10) business days' written notice to Grantee,

Upon termination for either cause or convenience, Grantee may be entitled to reimbursement for any expenses incurred in connection with the use of funds described in the Grant Agreement up to the time of such termination, provided such expenses are allowable under the requirements of the Grant Agreement and Grantee provides LISC with the appropriate documentation as described therein.

In the event the applicable HUD Contract is suspended or terminated, the Grant Agreement shall be suspended or terminated effective on the date any notification from HUD specifies as the suspension or termination date.

Upon termination of the Grant Agreement, Grantee shall remain responsible for compliance with the requirements in 2 C.F.R. Part 200, Sections 200.343 and 200.344 pertaining to closeout.

**8. Independent Contractor:** In performing the services and/or utilizing the Grant funds described in the Grant Agreement, Grantee shall be deemed to be an independent contractor and not an employee of LISC. Any and all employees of Grantee or other persons (including any subgrantees, subcontractors or subconsultants engaged by Grantee), while engaged in the



performance of any work or services required by LISC under the Grant Agreement, shall not be considered employees of LISC. Grantee will be solely responsible for payment of all compensation owed to its own personnel and any subcontractors or subconsultants engaged by Grantee, as well as of all employment-related and other similar taxes and liabilities incurred by Grantee.

**9. Additional Restrictions on the Use of the Grant:** Under the provisions of Section 501 and 4945 of the Internal Revenue Code (the "Code"), the Grant may not be used to carry on propaganda, to attempt to influence legislation, or to participate in, or intervene in or attempt to influence the outcome of, political campaigns or elections. Additionally, under the applicable provisions of the Code, LISC funds may only be used in furtherance of LISC's charitable purposes.

For that reason, and in reliance on Grantee's representations to LISC regarding the proposed use of the Grant, by Grantee countersigning the Grant Agreement and returning it to LISC, Grantee agrees not to use the Grant for purposes prohibited by the preceding paragraph, to use the Grant in furtherance of Grantee's charitable purposes (as those purposes are set forth in Grantee's Articles of Incorporation and Application for Tax-Exempt Status), and Grantee further agrees to promptly reimburse LISC for any Grant funds not used in accordance with the terms of the Grant Agreement. In addition, Grantee will refund to LISC any Grant funds not expended by Grantee at or before the end of the Grant period unless a formal extension has been approved in writing by LISC.

In its use of the Grant funds provided by LISC, and in its development, marketing (and operation) of the program or project for which the Grant funds were provided, as described in the Grant Agreement, Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules and regulations.

**10. Report and Accounting Records:** Grantee shall maintain a copy of the Government Financial Report, substantially in the form provided by LISC, in its files, along with copies of all payroll records (for staff costs paid for with Grant funds), consultant contracts and invoices (for consulting costs paid out of Grant funds), purchase receipts (for equipment and other material purchased with Grant funds) and such other receipts and records evidencing the expenditure of Grant funds. If Grantee is three or more months delinquent in its reporting, LISC reserves the right to undertake any actions deemed appropriate, which may include termination of this Grant Agreement.

**11. Oversight and Monitoring:** LISC has a monitoring procedure through which Grantee's local Program Officer will perform a desk or on-site review of the Grantee's documentation which evidences the proper expenditure of the Grant funds, and the satisfaction of such reporting, regulatory, record-keeping and other requirements as may be specified by LISC in order for Grantee to fulfill all applicable requirements of the HUD Contract, statutes, OMB circulars (to the extent applicable and not superseded by 2 C.F.R. Part 200), regulations, etc. If LISC determines that such documentation, recordkeeping and other requirements are not adequate for reimbursement from HUD, LISC reserves the right to perform any actions as it deems reasonably appropriate, including but not limited to providing training or technical

assistance, temporarily withholding payments, or establishing corrective action plans with deadlines.

Grantee hereby agrees to provide LISC with such other financial and narrative reports as LISC may request in order to meet its reporting requirements to HUD, and obtain reimbursement from HUD under the HUD Contract, which may include, but is not limited to, quarterly financial reports, and semi-annual narrative reports. Narrative (performance) reports must include all information required under Section 200.328 of 2 C.F.R. Part 200, including without limitation a description of the activities undertaken under and in furtherance of the Grant Agreement, comparison of actual accomplishment to the objectives (and anticipated outcomes) indicated in the Grant Agreement, the reasons for slippage if established objectives were not met, and additional pertinent information including explanation of any significant cost overruns.

**12. Community Development Corporation (“CDC”) and Tax-Exempt Status:** Grantee represents and warrants that: (i) it is organized under Federal, State or local law to engage in community development activities (which may include housing and economic development activities) primarily within an identified geographic area of operation; (ii) it is governed by a board of directors composed of community residents, and business and civic leaders; (iii) it has as its primary purpose the improvement of the physical, economic or social environment of its geographic area of operation by addressing one or more critical problems of the area, with particular attention to the needs of persons with low income (i.e. income that does not exceed 80% of area median income); (iv) it is neither controlled by, nor under the direction of, individuals or entities seeking to derive profit or gain from the organization; (v) it has a tax exemption ruling from the Internal Revenue Service under Section 501(c)(3) or (4) of the Internal Revenue Code of 1986 (the “Code”) (26 C.F.R. 1.501(c)(3)-1; and its determination letter from the IRS which states that Grantee's tax-exempt status under Section 501(c)(3) or (4) of the Code is still in effect as of the date of execution and delivery of the executed Grant Agreement, has not been revoked or modified, and that Grantee has delivered a copy of said letter to LISC; (vi) it has standards of financial accountability that conform to 2 C.F.R. Part 200.302, “Financial Management”, and 2 C.F.R. Part 200.303, “Internal Controls”; and (vii) it is not an agency or instrumentality of a State or local government. If such determination is revoked or modified, Grantee shall so notify LISC as soon thereafter as possible.

**13. Publicity:** LISC and/or HUD may include information regarding the Grant and Grantee in their periodic public reports. LISC and/or HUD may also refer to the Grant in press releases, in which case a copy of each such release will be sent to Grantee. Prior to the issuance of any major press release, announcements, or any other planned, written issuances concerning work funded by the Grant under the Grant Agreement, Grantee must provide the LISC Program Officer, for immediate forwarding to HUD with copies of all such proposed major press releases, major formal announcements, and any other planned, written issuances containing major news or information concerning work funded by the Grant. HUD is to receive all major press releases, etc., two weeks prior to the planned release. In order to meet that time-frame, Grantee is to transmit to the LISC contact person any proposed press release three weeks prior to its proposed release date. **In addition, Grantee agrees to acknowledge receipt of the Grant from LISC in relevant and appropriate publications.**

**14. Indemnification:** To the fullest extent permitted by law, Grantee agrees to defend, indemnify and hold harmless LISC, its affiliates, subsidiaries, directors, officers, employees, agents and representatives, and any other party acting on behalf of LISC from and against and with respect to any and all claims, demands, suits, causes of action, judgments, obligations, damages, settlements, liabilities, penalties, costs and expenses of any kind or nature, including, without limitation, reasonable attorneys' fees or disbursements, arising out of, or relating to Grantee's performance or breach of this Grant Agreement or negligent or wrongful act or omission (or alleged act or omission) in connection with the Grant Agreement. Grantee agrees to provide LISC with prompt notice of any event or assertion of which it has knowledge concerning any matter as to which a request for indemnification under the Grant Agreement may be made.

**15. Data Universal Numbering System (DUNS) Number and System for Award Management (SAM):** By countersigning the Grant Agreement, Grantee is certifying that Grantee has obtained and continues to maintain, as of the date of execution and delivery of the Grant Agreement, and shall continue to maintain thereafter a current registration in the System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as the recipient of an award of federal funds, and that Grantee has obtained and continues to maintain a current Data Universal Numbering System (DUNS) number issued by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

Grantee further certifies that neither it, nor any employee whose salary is funded from, nor any contractor whose fees are to be paid with Grant funds are excluded from doing business with the federal government and included on the federal government's "Excluded Parties List System" ("EPLS"). Grantee agrees to notify LISC if any change in this status occurs during the term of the Grant Agreement. Information on the EPLS can be obtained from [www.sam.gov](http://www.sam.gov).

In addition, if Grantee subgrants \$25,000 or more in Grant funds to another entity (not including procurement of property and services needed to carry out the project or program)(the foregoing not to be construed as consent by LISC to subgrant or subcontract under the Grant Agreement), Grantee agrees to cause the recipient of Grant funds to comply with the obligations imposed by this Section 15. Further, Grantee must report any such action within thirty (30) days of the date of the obligation to <http://www.fsrs.gov>, providing the information about the action that the system specifies, and provide a true and accurate copy of such report to LISC.

**16. Certification Regarding Compliance with the United States Patriot Act:** Grantee certifies that it will comply with the requirements outlined in Certification 10 of Attachment B regarding Executive Order 13224 and the United States Patriot Act.

**17. Applicable Laws:** Grantee agrees that in connection with its performance of the Grant Agreement, Grantee will fully comply with all applicable Federal, state, local (and any other governmental) laws, executive orders, rules and regulations, including without limitation, all rules, regulations and policies governing the HUD Section 4 funds (which include specifically but without limitation the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth in 2 C.F.R. Part 200, which supersede OMB Circulars, including OMB Circular A-122 (Cost Principle for Non-Profit Organizations) and A-133 (Audits of States, Local Governments, and Non-Profit Organizations) and which shall be

incorporated into and made a part of the Grant Agreement by this reference). Breach of any of the covenants herein or in the Grant Agreement, may be regarded as a material breach of the Grant Agreement, and LISC may take whatever necessary actions provided by law that it deems appropriate.

**18. Assignment, Delegation and Subcontracting:** The Grant Agreement and the rights and duties under the Grant Agreement must not be assigned, delegated or subcontracted by Grantee without the prior written consent of LISC, and any purported assignment, delegation or subcontracting of the Grant Agreement without said consent of LISC shall be void. In addition, LISC reserves the right to approve any professionals or consultants hired with funds under this Grant.

## **B. Regulatory Requirements**

The funding provided through the Grant Agreement is subject to the following federal regulations. Failure to follow the mandatory regulations may result in the Grant Agreement being suspended terminated or other appropriate actions being taken.

1. 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (which superseded (i) the Uniform Administrative Principles set forth in OMB Circular A-110, incorporated into former 2 C.F.R. Part 215; (ii) the Cost Principles for Non-Profit Organizations set forth in OMB Circular A-122, incorporated into former 2 C.F.R. Part 230; and (iii) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).
2. **Audit Requirements and Records Retention**
  - a. Grantee shall maintain all relevant financial data according to generally accepted accounting principles, including records of each expenditure. If Grantee expends \$750,000 or more in federal funding during any fiscal year, Grantee will obtain an audit, which meets the standards and guidelines set forth in Subpart F of 2 C.F.R. Part 200, "Audit Requirements". This will include a general financial audit and compliance audit specific to the Grant Agreement. The audit must be submitted to the LISC Program Officer and LISC's National Government Contracts Division on the earlier of (i) thirty (30) calendar days after receipt by Grantee of the audit report, or (ii) nine (9) months after the end of the audit period (i.e. nine (9) months after the end of Grantee's fiscal year).
  - b. Grantee shall maintain its records in a manner which enables Grantee and LISC to identify all activities undertaken by and all services being or having been provided by Grantee, any recipient of those services, any person or persons, whether subcontractor or not, assisting Grantee, and the time and resources spent in providing each such service. If LISC has probable cause to believe Grantee is not providing or has not provided services as required by or in accordance with the Grant Agreement, LISC may so inform Grantee, in writing, whereupon Grantee shall document to LISC the services provided and any of the other above

information requested by LISC. LISC shall have the right to require further documentation, if necessary, to ensure compliance with the Grant Agreement.

- c. All records shall be accessible to LISC, HUD, Inspectors General, the Comptroller General of the United States, or any of their respective authorized representatives, at reasonable times and under reasonable conditions for the purpose of reviewing compliance with the Grant Agreement, including without limitation to make audits, examinations, excerpts and transcripts. If LISC desires to audit Grantee's books, it may do so and may, at its discretion, retain an independent certified public accountant (CPA) to audit Grantee's books to determine whether there is compliance with the Grant Agreement and with federal, state and local laws and regulations. Grantee shall also provide timely and reasonable access to Grantee's personnel for purposes of interview and discussion related to such records.
- d. Records shall be retained while any audit requested by LISC and/or HUD is being conducted and any question arising there from is unresolved, or until three (3) years from the date of submission by Grantee to LISC of a final expenditure report, whichever is later; provided, however, that Grantee shall retain records for longer periods if notified by HUD or LISC to extend the record retention period (in accordance with 2 C.F.R. Part 200, Section 200.333).
- e. **Notwithstanding anything to contrary above, records for equipment acquired with Grant funds must be retained for three (3) years after final disposition, if later than the record retention periods set forth above.**

### 3. Environmental Review

- a. Any activities undertaken with funding made available through the Grant Agreement are subject to review under the National Environmental Protection Act as implemented by HUD through 24 C.F.R. Part 50. Grantee shall not acquire, rehabilitate, convert, demolish, lease, repair, or construct property, or commit or expend Grant funds for these types of program activities, until LISC and/or HUD has: (i) completed an environmental review to the extent required under applicable regulations, and (ii) notified Grantee of LISC's and/or HUD's, as applicable, approval in writing. Grantee shall assist LISC and HUD in complying with 24 C.F.R. Part 50 by supplying LISC with all available, relevant information necessary for HUD to perform for each property any environmental review required by 24 C.F.R. Part 50; carrying out mitigating measures required by HUD or selecting alternate eligible property.
- b. This project shall not involve changes in land use from residential to nonresidential, or from nonresidential to residential use, or from one class of residential use to another class of residential use [24 C.F.R. Part 58.35(a)(5)]. Notwithstanding anything to the contrary in the Grant Agreement, Homes or properties, which are located in the floodplain, are not eligible for purchase or rehabilitation under the Grant Agreement.

- c. By executing the Grant Agreement and accepting the Grant, Grantee represents and warrants that (i) the activities being funded with the Grant fall under one of the categorical exclusions set forth in 24 C.F.R. Part 50, Sections 50.19 and 50.20; and (ii) the proposed activities will not have a significant impact on the human environment pursuant to Subpart E of 24 C.F.R. Part 50; and (iii) the proposed activities do not purport to provide a site or sites for hospitals or nursing homes containing a total of 2,500 or more beds, nor remove, demolish, convert, or substantially rehabilitate 2,500 or more existing housing units (but not including rehabilitation projects categorically excluded under 24 C.F.R. Part 50, Section 50.20), or result in the construction or installation of 2,500 or more housing units, or which would provide sites for 2,500 or more housing units.

#### **4. Uniform Relocation Act**

- a. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the “URA”), and the government-wide implementing regulations issued by the Federal Highway Administration at 49 C.F.R. Part 24, applies to acquisitions of real property and displacements resulting from the acquisition, rehabilitation, or demolition of real property for Federal or federally-assisted programs or projects. With certain limited exceptions, real property acquisitions for programs or projects that receive federal financial assistance from HUD (including through LISC by way of the Grant Agreement) must comply with 49 C.F.R. Part 24, Subpart B.
- b. The URA applies to projects funded in whole or part with HUD funding, which involve the acquisition or donation of real estate, or projects which cause the displacement or relocation of people and businesses.
- c. To be exempt from the URA’s acquisition requirements, real property acquisitions conducted without the threat or use of eminent domain, commonly referred to as “voluntary acquisitions”, must satisfy the applicable requirements of 49 C.F.R. Part 24, Sections 101(b)(1) through (5). Records demonstrating compliance with the foregoing requirements must be maintained by Grantee. The URA’s relocation requirements remain applicable to any tenant who is displaced by an acquisition that meets the requirements of 49 C.F.R. Part 24, Sections 101(b)(1) through (5).
- d. The relocation requirements of the URA, and its implementing regulations at 49 C.F.R. Part 24, cover any person who moves permanently from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD assistance (including the Grant). While there are no URA statutory provisions for “temporary relocation”, the URA regulations recognize that there are circumstances where a person will not be permanently displaced but may need to be moved from a project for a short period of time. Appendix A of the URA regulation (49 C.F.R. 24.2(a)(9)(ii)(D)) explains that any tenant who has been temporarily relocated for a period beyond one (1) year must be contacted by the

displacing agency and offered URA permanent relocation assistance. Some HUD program regulations provide additional protections for temporarily relocated tenants.

- e. Funding provided by LISC is not authorized to be used in any manner that results in the displacement of persons or businesses. If Grantee inappropriately uses LISC funding in a manner that results in the displacement of persons or businesses, any displacement and relocation expenses associated with the action will be the sole responsibility of Grantee.
  - f. Prior to the purchase/acquisition or acceptance of a donation of all property, Grantee shall notify the seller in writing that Grantee does not have the power of eminent domain. Just compensation shall be calculated and provided in writing to the seller or person who intends to donate the property. Before a project is purchased or rehabilitated with federal funding provided by LISC, Grantee agrees to send any current tenants notification that they will not be displaced or forced to relocate as a result of that project. All support documents shall be maintained in Grantee's file. Additional resources and guidance pertaining to real property acquisition and relocation for HUD-funded programs and projects are available on HUD's Real Estate Acquisition and Relocation website at [www.hud.gov/relocation](http://www.hud.gov/relocation).
- 5. Section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment) and to the provisions of the Lobbying Disclosure Act of 1995.
  - 6. Public Law 88352 which is Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et. seq.) and implementing regulation in 24 C.F.R. Part 1.
  - 7. Public Law 90-284 which is the Fair Housing Act (42 U.S.C. 3601-3620). All programs and activities related to housing and community development will be administered in a manner to affirmatively further the policies of the Fair Housing Act.
  - 8. Environmental Standards – 24 C.F.R. Part 50 and 58 which furthers the purposes of the National Environmental Policy Act of 1969. National Flood Insurance Program the National Flood Insurance Reform Act of 1994 (Pub.L. 103-325, 108 Stat. 2160), the Flood Disaster Protection Act of 1973 U.S.C. 4106). The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 et seq.), except as provided in Sec. 58.17 for Section 17 projects and 36 C.F.R. part 800. The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13 1971 (36 C.F.R. 8921 and the regulations of 24 C.F.R. parts 59 through 79). Procedures for the Protection of Historic and Cultural Properties (Advisory Council on Historic Preservation – 36 C.F.R. part 800). Executive Order 12898, Federal Actions to address Environmental Justice in Minority Populations and low income Populations, February 11, 1994 (59 C.F.R. 7629). Floodplain Management, Executive Order 11988, (3 C.F.R., 1977 Comp., p. 117) – 24 C.F.R. Part 55. Protection of Wetlands, Executive Order 11990, (3 C.F.R., 1977 Comp., p. 121). The Coastal Barrier Resources Act, as amended by the Coastal

Barrier Improvement Act of 1990 (16 U.S.C. 3501 et. seq.). Coastal Zone Management Act of 1972. The Safe Drinking Water Act of 1974. The Endangered Species Act of 1973. The Wild and Scenic Rivers Act of 1968. The Federal Water Pollution Control Act. The Clean Air Act. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976. Farmland Protection Policy Act of 1981. The Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et. seq.), as amended. Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51).

9. Employment and Contracting Opportunities – Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086 and 12107 (3 C.F.R. 1964-1965 Comp., p. 339; 3 C.F.R. 1966-1970 Comp., p. 684; 3 C.F.R. 1966-1970 Comp., p. 803; 3 C.F.R. 1978 Comp., p. 264)(Equal Employment Opportunity) and the implementing regulations at 41 C.F.R. chapter 60 and section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations at 24 C.F.R. part 135.
10. Architectural Barrier Act and the Americans with Disabilities Act. The Architectural Barrier Act of 1968 (42 U.S.C. 4151-4157) requires that certain federal and federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995 and that meets the definition of “residential structure” as defined in 24 C.F.R. 40.2, or the definition of “building” as defined in 41 C.F.R. 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24).
11. The Americans with Disabilities Act (42 U.S.C. 155, 201, 218 and 225) (the “ADA”) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable, that is, easily accomplishable and able to be carried out without much difficulty or expense.
12. Grantee will give LISC, HUD and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the Grant.
13. Grantee will carry out each activity in compliance with the Grant Agreement and all applicable federal, state and city local, ordinances, rules and regulations as they are now or may be enacted or amended in the future.
14. **Non-discrimination Clause**



In connection with the utilization of the Section 4 funds provided under the Grant Agreement, Grantee agrees as follows:

- a. Unless otherwise exempt pursuant to applicable laws, Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. To the extent required by applicable law, Grantee shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. As applicable, Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Grantee setting forth the provisions of this nondiscrimination clause.
- b. Breach of any of the covenants herein, may be regarded as a material breach of the Grant Agreement, and LISC may take whatever necessary actions provided by law that it deems appropriate.

15. **Compliance with Fair Housing and Civil Rights Laws.** With the exception of federally recognized Indian tribes and their instrumentalities, subrecipients of HUD Section 4 funds must comply with all applicable fair housing and civil rights requirements in 24 C.F.R. Part 5.105(a) including, but not limited to, the Fair Housing Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II and Title III of the Americans with Disabilities Act of 1990; and Section 109 of the Housing and Community Development Act of 1974. Organizations conducting programs or activities within a state or local jurisdiction that has passed a law prohibiting discrimination in housing based upon sexual orientation or gender identity, or a law prohibiting discrimination in housing based on lawful source of income, must comply with the laws of the state or locality in which the program activities are conducted.
16. **Affirmatively Furthering Fair Housing.** Section 808(e)(5) of the Fair Housing Act requires HUD to affirmatively further the purposes of the Fair Housing Act in its housing and urban development programs. HUD requires subrecipients of HUD Section 4 funds to take affirmative steps to further fair housing. Accordingly, Grantee agrees to take affirmative steps to further fair housing, and, upon request by LISC, shall explain and/or report on the activities undertaken by Grantee in furtherance of the foregoing. If Grantee operates in a jurisdiction with an accepted Assessment of Fair Housing, Grantee shall act consistent with the Assessment of Fair Housing's fair housing goals and with fair housing strategies specified in any applicable Consolidated Plan or Public Housing Agency Plan. If Grantee is a federally recognized Indian tribe, Grantee shall not be subject to the requirement to affirmatively further fair housing. If Grantee is a tribal entity and exempt from compliance with the Fair Housing Act, Grantee shall act consistent with the Assessment Fair Housing's fair housing goals and with fair housing strategies specified in any applicable Consolidated Plan.

- 17. Conducting Business in Accordance with Ethical Standards/Code of Conduct/Conflict of Interest.** Subrecipients subject to 2 C.F.R. Part 200, which cover most nonprofit organizations, educational institutions, and state, local, and Indian tribal governments or government agencies or instrumentalities that receive federal awards), including specifically Grantee, are required to develop and maintain a written code of conduct. Please refer to 2 C.F.R. Part 200, Sections 200.112 or 200.318, as applicable. Accordingly, Grantee must develop and maintain a written code of conduct in accordance with the requirements of 2 C.F.R. Part 200. Consistent with the regulations governing specific programs, Grantee's code of conduct must prohibit real and apparent conflicts of interest that may arise among officers, employees, or agents; prohibit the solicitation and acceptance of gifts or gratuities by Grantee's officers, employees, or agents for their personal benefit in excess of minimal value; outline administrative and disciplinary actions available to remedy violations of such standards; and cover organizational conflicts of interest. "Organizational conflicts of interest" means that because of relationships with a parent, affiliate, or subsidiary organization, Grantee is unable, or appears to be impartial in administering any award or receiving funds. In the procurement of labor, supplies, equipment, construction and services by Grantee or any consultant or contractor hereunder, the conflict of interest provisions in 2 C.F.R. Part 200, Section 200.318 shall be adhered to, as applicable.

At any time, and from time to time, upon request by LISC, Grantee shall submit an up-to-date copy of its code of conduct, signed by its Executive Director, or Chair, or equivalent official, of the governing body of Grantee, and shall provide such information as may be requested by LISC from time to time (including methods by which Grantee uses to ensure that all officers, employees, and agents are aware of and have agreed to adhere to Grantee's code of conduct).

- 18. Accessible Housing and Other Facilities.** Housing and other facilities constructed or rehabilitated by Grantee using HUD Section 4 funds are subject to federal accessibility requirements under Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, the Fair Housing Act, and the Architectural Barriers Act (P.L. 90-480), as applicable.
- 19. Accessibility of Training Facilities.** All meetings must be held and services provided in facilities that are physically accessible to persons with disabilities. In the conduct of training and educational courses by Grantee using HUD Section 4 funds hereunder, Grantee must give priority to methods that provide physical access to individuals with disabilities, i.e., holding the training or any other type of meeting in an accessible location in accordance with the regulations implementing Section 504 of the Rehabilitation Act of 1973, 24 C.F.R. Part 8, and Titles II and III of the Americans with Disabilities Act of 1990, as applicable. Grantee must hold all HUD Section 4 funded programs or activities in accessible locations unless Grantee can demonstrate by doing so would result in a fundamental alteration of the program or undue financial and administrative burden, in which case Grantee must take any action that would not result in such an alteration or such burden but would nevertheless ensure that individuals with disabilities receive the benefits and services of the program or activity, e.g., training at an

alternate accessible site, in-home training. Individuals with disabilities must receive services in the most integrated setting appropriate to their needs.

20. **Effective Communication.** Grantee must also ensure that notices of and communications during all training sessions and meetings are provided in a manner that is effective for persons with hearing, visual and other communications-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 (24 C.F.R. 8.6), and as applicable, the Americans with Disabilities Act. This includes ensuring that training materials are appropriate alternative formats as needed, e.g., Braille, audio, large type, sign language interpreters, and assistive listening devices, etc. All products and tools for capacity building must be accessible in accordance with Section 504 of the Rehabilitation Act of 1973 (see, for example, 24 C.F.R. 8.6, on effective communications).
21. **Accessible Technology.** Grantee acknowledges and agrees that Section 508 of the Rehabilitation Act ("Section 508") requires HUD to ensure, when developing, procuring, maintaining, or using electronic and information technology ("EIT"), that the EIT allow persons with disabilities to access and use information and data on a comparable basis as is made available to and used by persons without disabilities. Providing access on a comparable basis means ensuring that the EIT is in compliance with the Section 508 standards adopted by the U.S. Access Board ([www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards](http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards)). Section 508 covers, but is not limited to, computers (hardware, software, word processing, email, and Internet sites), fax machines, copiers, and telephones. Among other things, Section 508 requires that EIT allow individuals with disabilities who are federal employees or members of the public seeking information or services to have access to and use information and data on a comparable basis as that made available to employees and members of the public without disabilities unless an undue burden would result to the federal department or agency. Where an undue burden exists to the federal department or agency, alternative means may be used to allow an individual with disabilities use of the information and data. Section 508 does not require that information services be provided at any location other than a location at which the information services are generally provided. HUD encourages its funding recipients and subrecipients to adopt the goals and objectives of Section 508 by ensuring, whenever EIT is used, that persons with disabilities have access to and use of the information and data made available through the EIT on a basis comparable as is made available to and used by persons without disabilities. This does not affect Grantee's required compliance with Section 504 of the Rehabilitation Act and, where applicable, the Americans with Disabilities Act. Grantee is directed to [www.section508.gov](http://www.section508.gov) for additional information on accessible technology.
22. **Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)."** Executive Order 13166 seeks to improve access to federally assisted programs and activities for individuals who, as a result of national origin, are limited in their English proficiency. Grantee shall take reasonable steps to ensure meaningful access to its programs and activities to LEP individuals. As an aid to recipients and subrecipients of HUD Section 4 funding, HUD published Final Guidance to Federal Financial Assistance Recipients: Title VI Prohibition Against National Origin

Discrimination affecting Limited English Proficient Persons (LEP Guidance) in the Federal Register on January 22, 2007 (72 Federal Register ("FR") 2732). For assistance and information regarding LEP obligations, Grantee is directed to [www.justice.gov/crt/lep/guidance/HUD\\_guidance\\_Jan07.pdf](http://www.justice.gov/crt/lep/guidance/HUD_guidance_Jan07.pdf). For more information on LEP, please visit [www.hud.gov/offices/fheo/promotingfh/lep.cfm](http://www.hud.gov/offices/fheo/promotingfh/lep.cfm).

23. **Lead Based Paint Requirements.** If Grantee is permitted to use the HUD Section 4 funds (as contemplated by the Grant Agreement) for the purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, Grantee must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 C.F.R. Part 35)) and the U.S Environmental Protection Agency's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training Certification (40 C.F.R. Part 745)).
24. **Ensuring the Participation of Small Disadvantaged Businesses, and Women-Owned Businesses.** HUD is committed to ensuring that small business, small disadvantaged business, and women-owned businesses participate fully in HUD's direct contracting and in contracting opportunities generated by HUD's financial assistance. Too often these businesses still experience difficulty accessing information and successfully bidding on federal contracts. Nonprofit subrecipients of federal assistance, including Grantee as a recipient of HUD Section 4 funds, are required by 2 C.F.R. Part 200, Section 200.321, to make positive efforts to utilize small businesses, minority-owned firms and women's business enterprises, whenever possible. Accordingly, Grantee agrees to make positive efforts to utilize small businesses, minority-owned firms and women's business enterprises, whenever possible.
25. **Equal Access to HUD-assisted or HUD-insured Housing.** HUD is committed to ensuring that its programs are open to all eligible individuals and families regardless of sexual orientation, gender identity or marital status. HUD Section 4 funding subrecipients must comply with 24 C.F.R. Part 5.105(a)(2) in connection with determining eligibility for housing assisted with HUD funds or subject to an FHA-insured mortgage, and in connection with making such housing available. This includes making eligibility determinations and making housing available regardless of actual or perceived sexual orientation, gender identity, or marital status, and prohibiting inquiries about sexual orientation or gender identity for the purpose of making eligibility determinations or making housing available. Grantee is encouraged to become familiar with, and comply with, these requirements, HUD's definitions of sexual orientation and gender identity at 24 C.F.R. Part 5.100, clarifications to HUD's definition of family at 24 C.F.R. Part 5.403, and other regulatory changes made through HUD's Equal Access Rule, published in the Federal Register at 77 FR 5662 (Feb. 3, 2012).
26. **Executive Order 13279, "Equal Protection of the Laws for Faith-Based and Community Organizations," and Executive Order 13559, "Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Partnerships."** Faith-based organizations are eligible to participate in HUD's programs and activities on the same basis as any other organization. HUD's

regulation on the equal participation of faith-based organizations, consistent with Executive Order 13279, is set forth in 24 C.F.R. Part 5.109. Additionally, several HUD programs, particularly programs administered by the Office of Community Planning and Development, are subject to program-specific rules. The rule at 24 C.F.R. Part 5.109 provides, among other things, that religious organizations may not engage in inherently religious activities as part of a HUD-funded program or activity; a religious organization that participates in a HUD-funded program or activity may retain its independence and continue to carry out its mission; and an organization that receives direct federal funds from HUD is not permitted to discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief in providing program assistance. Executive Order 13559 amended Executive Order 13279 to require additional protections for program beneficiaries. Grantee, as a recipient of HUD funds, is subject to, and shall comply with, the foregoing requirements, and Executive Order 13559.

27. **Violence Against Women Act.** Grantee agrees that it shall comply with the requirements of the Violence Against Women Act, 42 United States Code sections 13701 through 14040, as amended, and its reauthorizing legislation.
28. **Safeguarding Resident/Client Files.** In maintaining resident and client files, HUD Section 4 recipients and subrecipients (including specifically Grantee) shall comply with the Privacy Act of 1974 ("Privacy Act"), the agency rules and regulations issued under the Privacy Act, and observe state and local laws concerning the disclosure of records that pertain to individuals. Further, Grantee is required to comply with the Privacy Act in the design, development, or operation of any system of records on individuals and take reasonable measures to ensure that resident and client files are safeguarded, including when reviewing, printing, or copying client files.
29. **Eminent Domain.** Grantee acknowledges and agrees that Section 407 of Division K, Title IV of the Consolidated Appropriations Act, 2016 (Public Law 114-113) prohibits the use of funds to support any federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for public use. Grantee further acknowledges and agrees that public use shall not be construed to include economic development that primarily benefits private entities. Use of funds for mass transit, railroad, airport, seaport, or highway projects, as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public utility functions that serve the general public are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118), shall be considered a public use for purposes of Section 407. Activities seeking to use the power of eminent domain shall not be permitted without LISC's express prior consent.
30. **Outstanding Delinquent Federal Debts.** Grantee acknowledges and agrees that, consistent with the purposes and intent of 31 U.S.C. 3720B and 28 U.S.C. 3201(e), Grantee will be ineligible to receive, and Grant funds will neither be awarded nor

disbursed, if Grantee has an outstanding delinquent federal debt, unless (i) a negotiated repayment schedule is established and the repayment schedule is not delinquent, or (ii) other arrangements satisfactory to LISC and/or HUD are made prior to the award or disbursement of funds by LISC. Grantee must report any changes in status of current agreements covering federal debt. LISC may withhold funding, terminate the Grant Agreement, or seek other remedies if a previously agreed-upon payment schedule has not been adhered to or a new agreement with the federal agency to which the debt is owed has not been signed.

31. **Mandatory Disclosure Requirement for Fraud, Bribery, or Gratuity Violations.** Grantee acknowledges and agrees that Grantee must disclose to LISC all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Grant or the Grant Agreement within five (5) days after learning of such violation.
32. **Financial Standards.** Grantee shall have standards of financial accountability that conform to Sections 200.302 and 200.303 of 2 C.F.R. Part 200. LISC may not award or disburse funds to Grantee if it does not have a financial management system that meets federal standards, and may arrange for a pre-award survey of Grantee's financial management system if Grantee has not previously received federal financial assistance, if LISC has reason to question whether Grantee's financial management system meets federal financial management standards, or if Grantee is considered a high risk based upon past performance or financial management findings.
33. **False Statements.** Grantee acknowledges and agrees that false statements may be grounds for denial or termination of the Grant Agreement, as determined by LISC in its sole and absolute discretion.
34. **Do Not Pay Website.** In the event HUD requires LISC to utilize the Do Not Pay website (i.e. [www.donotpay.treas.gov](http://www.donotpay.treas.gov)), developed as part of the Improper Payments Elimination and Recovery Improvement Act ("IPERIA") of 2012, which is intended to prevent improper payments and ensure that recipients and prospective recipients of federal funds do not owe funds to the federal government, are not on EPLS, the List of Excluded Individuals/Entities List ("LEIE"), the Social Security Administration ("SSA") Death Master File ("DMF"), or other federal databases that would provide adverse information regarding such recipients and prospective recipients, prior to as a part of its making funding and disbursement determinations, LISC will comply with such requirement and reserves the right to: (i) deny funding or disbursements, and consider suspension or termination of the Grant Agreement immediately for cause; (ii) require the removal of any key individual from association with management or implementation of the award; and (iii) make appropriate provisions or revisions with respect to the method of payment or financial reporting requirements.
35. **Closeout Procedures.** LISC will close out the Grant when it determines that all applicable administrative actions and all required work under the Grant Agreement has been completed by Grantee. The following provisions specify the actions that Grantee must take to facilitate and complete this process at the end of the Grant term:

- a. Grantee must submit, as part of the closeout procedures of the Grant, all financial, performance, and other reports as required under the Grant Agreement, including specifically, but without limitation, a final financial status report of the amount and types of costs charged to the Grant (that meet the allowability and allocability requirements of 2 C.F.R. Part 200, as applicable, including the “necessary and reasonable” standard), a certification of the costs, and the amounts and sources of other program funds; and a final performance report providing a comparison of actual accomplishments with each of the program goals or project outcomes outlined in the Grant Agreement, the reasons for slippage if established goals were not met, and additional pertinent information including explanation of significant budget slippages. LISC may, but shall not be required to, approve extensions when requested by Grantee.
- b. Unless LISC has authorized an extension, Grantee must liquidate all obligations incurred under the Grant Agreement not later than sixty (60) calendar days after the end of the Grant term.
- c. LISC agrees to make a prompt final payment, if applicable and to the extent the Grant amount has not been fully disbursed, to Grantee for allowable reimbursable costs upon closeout.
- d. Grantee must promptly refund any balances of unobligated cash that LISC paid in advance or paid and that are not authorized to be retained by Grantee for use in other projects. See OMB Circular A-129 and Section 200.345 of 2 C.F.R. Part 345 (“Collection of Amounts Due”), for requirements regarding unreturned amounts that become delinquent debts.
- e. Grantee must account for any real and personal property acquired with Grant funds or received from the Federal Government in accordance with Section 200.310 (“Insurance Coverage”) through Section 300.316 (“Property Trust Relationship”), and Section 200.329 (“Reporting on Real Property”) of 2 C.F.R. Part 200. Specifically, but without limiting the foregoing, Grantee shall submit to LISC a completed property statement and a completed inventions, patents, and copyright statement, in form and substance acceptable to LISC.

Notwithstanding the foregoing, the closeout of the Grant shall not affect any of the following:

- i. The right of LISC to disallow costs and recover funds on the basis of a later audit or other review. LISC will make any cost disallowance determination and notify and notify Grantee within the record retention periods set forth, above;
- ii. The obligation of Grantee to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;
- iii. Audit requirements in Subpart F-Audit Requirements of 2 C.F.R. Part 200;

- iv. Property management and disposition requirements in Subpart D-Post Federal Award Requirements of 2 C.F.R. Part 200; Section 200.310 (“Insurance Coverage”) through Section 200.316 (“Property Trust Relationship”) of 2 C.F.R. Part 200 (if not sooner addressed and delivered); and
- v. Record retention as required above and in Subpart D-Post Federal Award Requirements of 2 C.F.R. Part 200, Section 200.333 (“Retention Requirements For Records”) through Section 200.33 (“Restrictions on Public Access to Records”) of 2 C.F.R. Part 200.

After closeout of the Grant, the relationship between LISC and Grantee may be modified or ended in whole or in part with the consent of LISC and Grantee, provided the responsibilities of Grantee described in subsections (i) through (v) of this Section 34, including those for property management as applicable, are considered provisions made for continuing responsibilities of Grantee.

36. **Notices to LISC.** Grantee must inform LISC as soon as the following types of conditions become known:
- a. Problems, delays, or adverse conditions which will materially impair the ability to meet the objectives of the Grant Agreement, which disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and
  - b. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
37. **Procurement of Recovered Materials.** If and as applicable, Grantee must comply with the requirements of Section 6002 of the Solid Waste Disposal Act. In accordance with Section 6002, Grantee must procure items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Grantee is directed to [www.epa.gov/osw/conservetools/cpg/pdf/rcra-6002.pdf](http://www.epa.gov/osw/conservetools/cpg/pdf/rcra-6002.pdf) for complete text and requirements of Section 6002.
38. **Participation in any HUD-Sponsored Program Evaluation.** If requested by LISC, Grantee shall participate with LISC and HUD staff, contractors, or designated grantees performing research or evaluation studies funded by HUD.
39. **No Fee or Profit.** No fee or profit may be paid to Grantee.



**40. Confidentiality.**

- (a) **Definition.** “Confidential Information” means all technical, business, financial, and other information disclosed to Grantee by, on behalf of, or for LISC or its officers, directors, employees, officers, agents, or representatives in any manner, whether orally, visually or in tangible form (including, without limitation, documents, devices and computer readable media), or collected or otherwise obtained by Grantee in the performance of activities contemplated under the Grant Agreement, and all copies thereof, including, without limitation, all information regarding LISC’s business and management methods, products, ideas, know-how, trade secrets, software or program codes (including source codes), processes, software and other applications, techniques, designs, training and instruction manuals and related materials, financial reports and statements, business, product and strategic plans, market information and analysis, financial and operational controls and procedures, client or beneficiary identity and information, including without limitation individual or family names, dates of birth, home and/or business addresses, social security numbers, protected health information, financial and/or salary information, credit scores, credit reports, employment information, education information, welfare status, biometric records, criminal history, medical history, and benefits information (as more particularly defined in Office of Management and Budget M-07-16, “Personally Identifiable Information”), client or beneficiary lists and all other information developed and/or used by LISC in its business operations (as conducted and as proposed to be conducted), whether or not such information is specifically identified as confidential. “Confidential Information” shall not include information that (a) is or becomes generally available to the public other than as a result of a disclosure or other action, directly or indirectly, by, for, or on behalf of Grantee in violation of the Grant Agreement, (b) becomes available to Grantee on a non-confidential basis from a third party other than LISC, provided that such third party is not bound by a confidentiality agreement with respect to such information and that such information was not obtained by such third parties from LISC, or (c) was in Grantee’s legal possession prior to it being made available to Grantee under or in furtherance of the Grant Agreement. If a particular portion or aspect of Confidential Information becomes subject to any of the foregoing exceptions, all other portions or aspects of such information shall remain subject to all of the provisions of this confidentiality clause.
- (b) **General Obligations.** Except as expressly permitted herein, Grantee agrees that it shall not, without the prior written consent of LISC, disclose or make use of the Confidential Information for any purpose other than as contemplated or permitted in the Grant Agreement, and shall prevent the disclosure or unpermitted use of any Confidential Information by its officers, directors, employees, agents, representatives, or third parties authorized to receive such Confidential Information pursuant to the Grant Agreement. In consideration of the foregoing, Grantee further agrees that, as a condition of LISC disclosing any Confidential Information, Grantee shall:

(i) Access or use Confidential Information only on a “need to know” basis and within the requirements of the Grant Agreement;

(ii) Limit the dissemination or distribution of such Confidential Information to those of its officers, directors, employees, representatives, agents, consultants, or contractors who have a need to know the Confidential Information to further the purposes of the Grant Agreement and who are subject to confidentiality obligations no less stringent than those contained in this confidentiality clause or otherwise in the Grant Agreement, and require such officers, directors, employees, representatives, agents, consultants, and contractors who have access to any Confidential Information to agree to limit their use of such Confidential information to the permitted purposes;

(iii) Implement and utilize security measures, including appropriate policies and protocols and physical and virtual security controls, to protect against the improper use, loss, access of, modification, and disclosure or dissemination of any Confidential Information obtained or received by Grantee in its performance of the Grant Agreement;

(iv) Receive and hold Confidential Information received by it under, pursuant to, or otherwise while performing its obligations under this confidentiality clause and the Grant Agreement in strict confidence, and take all necessary measures, exercising the same degree of diligence and care that it exercises to protect its own information of a similar nature, but in no event less than a reasonable degree of care, to prevent disclosure to others, treating the Confidential Information as if it were Grantee’s trade secrets;

(v) Instruct and ensure that its officers, directors, employees, representatives, agents, consultants, or contractors hold Confidential Information in confidence until such time such Confidential Information becomes available to the public generally through no fault of Grantee or its officers, directors, employees, representatives, agents, consultants, or contractors;

(vi) Not use Confidential Information or embody any Confidential Information in any of its products or exploit any Confidential Information in any way;

(vii) Not reproduce or copy by any means any Confidential Information without LISC’s express consent; and

(viii) Return or destroy, or cause the return or destruction of, such Confidential Information, as may be requested or instructed by LISC.

- (c) **Compliance and Oversight.** Grantee shall comply with all legal and regulatory requirements applicable to Confidential Information. Without limiting the foregoing:

(i) Grantee will implement reasonable measures to (1) ensure the security and confidentiality of Confidential Information, (2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information, and (3) protect against unauthorized access to or use of Confidential Information. Grantee acknowledges that LISC shall have a right to verify Grantee's compliance with its obligations under this section. Notwithstanding the foregoing, if LISC in good faith believes that a threat to security exists that could affect Confidential Information and notifies Grantee of the basis for its concern and in this connection, requests access to Grantee's premises, Grantee will review such request with its legal counsel and if necessary provide LISC access to Grantee's premises during normal business hours. Grantee shall not unreasonably deny such a request from LISC.

(ii) With respect to Personally Identifiable Information, Grantee will exercise at least the degree of care required by applicable state and federal privacy and data security laws, and the corresponding rules and regulations. Such care will in no event be less than the degree of care required of organizations by the Gramm-Leach-Bliley Act (GLBA), the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and associated implementation guidance and rules to protect "nonpublic personal information."

(iii) Upon LISC's request, Grantee will allow LISC or an authorized delegate to review and audit Grantee's operations in order to verify that they are consistent with the terms of the Grant Agreement. At no charge to LISC, Grantee will make its personnel and facilities reasonably available and otherwise cooperate fully in connection with such reviews and audits provided, however, that: (a) any such audit shall be at LISC's sole expense; (b) no such audit may occur more than once in any twelve (12) month period; and (c) Grantee shall have the right to approve the auditor used for any such audit, with such approval not to be unreasonably withheld. In the event any review or audit reveals that Grantee has breached the Grant Agreement, Grantee will promptly reimburse LISC for its costs of the review or audit. Grantee will promptly correct any deficiencies and implement any process improvements recommended as a result of such review or audit and provide LISC with sufficient evidence that all such deficiencies were corrected and recommendations were implemented, provided that the making of (or failure to make) any such recommendations and Grantee's compliance with any such recommendations, will not excuse Grantee's failure to comply with any requirement of the Grant Agreement or constitute a waiver or modification of any such requirement.

(iv) In the event Grantee knows or reasonably believes that there has been unauthorized access to or acquisition of data that compromises the security, confidentiality or integrity of Confidential Information ("Security Breach"), Grantee will: (a) immediately, but not less than one (1) hour after its discovery of such compromise or suspected breach, notify LISC; (b) promptly investigate, correct, mitigate or otherwise deal with the Security Breach at Grantee's expense,

including, without limitation, by identifying Confidential Information affected by the Security Breach and preventing the continuation and recurrence of the Security Breach; (c) provide to LISC and its designees all information and assistance needed to enable LISC to provide timely notices disclosing a Security Breach as required by applicable law, including, without limitation, technical forensics assistance to determine the extent of the Security Breach and identify the names and contact information of affected individuals; and (d) without limiting any other rights or remedies that may be available to LISC, reimburse LISC for the expenses LISC incurs as a result of the Security Breach, including, without limitation, any expenses LISC incurs in investigating the Security Breach and notifying affected individuals. If both LISC and Grantee are required to notify affected individuals following a Security Breach, LISC and Grantee will discuss whether it would be appropriate and feasible to provide a single form of notice. In addition, LISC will have the right to approve (such approval not be unreasonable withheld) notices provided by Grantee to the extent such notices identify LISC or could lead to a belief that LISC was involved in the Security Breach.

- (d) **Remedies.** Grantee expressly acknowledges and agrees that the unauthorized disclosure or dissemination of Confidential Information will cause severe and irreparable damage to LISC, and that such damage will be difficult to ascertain with definitiveness and certainty, and that LISC will not have an adequate remedy at law for actual breach. Therefore, LISC shall be entitled, together with any other appropriate legal and equitable remedies available to a non-breaching party, to (i) seek specific performance of the terms and conditions of this part, (ii) obtain injunctive relief in a court of competent jurisdiction, without having to post a bond, prohibiting the continued disclosure of Confidential Information, and (iii) to recover any damages and legal expenses, including reasonable attorney's fees and expenses actually incurred, which LISC may be legally entitled to recover or obligated to pay. Grantee acknowledges and agrees that each provision contained in this part shall be construed as an agreement independent of any other provision of this agreement or any other contract between the parties, and that the existence of any claim or cause of action by Grantee against LISC, whether predicated upon this agreement or any other contract between the parties, shall not constitute a defense to the enforcement by LISC of the terms and conditions contained in this agreement. For purposes of this part, Grantee agrees that actions of its officers, directors, employees, agents, representatives, consultants, and contractors with respect to the Confidential Information shall be imputed to Grantee, regardless of whether such individual acted within his or scope of employment or engagement.

## **ATTACHMENT B**

### **1. Certification Regarding Internal Control (Pursuant to Subpart D of 2 C.F.R. Part 200)**

Grantee hereby certifies that Grantee has a system of internal control that is effective for the environment in which it operates. The system of internal control includes the following:

1. A plan of organization that segregates duties appropriate for safeguarding resources.
2. A system of authorization and recording procedures adequate to provide accounting control over assets, liabilities, revenues and expenses.
3. Established practices to be followed by each organizational component in performing its duties and functions.
4. Personnel qualified to perform their responsibilities.
5. An effective system of internal review.
6. Board and staff accountability whereby the management and governance roles and responsibilities regarding financial management is clearly understood.

Grantee hereby also certifies that it has conducted all required audits, if any, pursuant to the principles of Subpart F of 2 C.F.R. Part 200, "Audit Requirements".

Grantee hereby further certifies that it is in compliance with all laws and regulations that could have a material effect on its financial statements.

### **2. Certification Regarding Debarment, Suspension and Other Responsibility Matters Primarily Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 C.F.R. Part 2867, Section 2867.20(a), Participants' responsibilities, and 2 C.F.R. Part 2424, et. seq., Nonprocurement Debarment and Suspension, which prohibits the award of federal funds to debarred or suspended applicants, or those proposed to be debarred or suspended from doing business with the Federal Government.

1. Grantee certifies to the best of its knowledge and belief, that Grantee and all of its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - (b) Have not within a three (3) year period preceding the closing date for this LISC grant, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (Federal, state or local) or private agreement or transaction; violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously directly affects your present responsibility.

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification.
  - (d) Have not within a three (3) year period preceding the LISC grant had one or more public transactions (Federal, state or local) terminated for cause or default.
- 2. Where Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this certification form.
  - 3. Grantee shall require that the language of this certification be included in all subcontract awards pursuant to the Grant Agreement and agrees to require any such subcontractors to sign a Debarment Certification form.

### **3. Certification Regarding Lobbying**

Grantee acknowledges that it is subject to the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352 (the "Byrd Amendment") and 24 C.F.R. Part 87, which prohibit recipients of federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. Grantee hereby certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid, or will be paid by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

#### **4. Certification Regarding Drug-Free Workplace Requirements**

1. As part of the Grant Agreement, Grantee is providing the certification set forth below.
2. The certification set forth below is a material representation of fact upon which reliance was placed in LISC's decision to provide the LISC Grant to Grantee. If it is later determined that Grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et. seq., the "Drug-Free Workplace Act"), as implemented by 2 C.F.R. Part 2429 (as the same may be amended from time to time), LISC and/or HUD, in addition to any other remedies available to LISC and/or the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Grantee certifies that it will provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the manufacture, distribution, dispensation, possession or use of a controlled substance is unlawful and is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - (b) Establishing a drug-free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) Grantee's policy of maintaining a drug-free workplace;
    - (3) available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - (c) Making it a requirement that each employee engaged in the performance of any services rendered in connection with Grantee's use of the Grant funds as stated in the Grant Agreement, be given a copy of the drug-free workplace statement required by paragraph 3(a), above, and inform each employee that any of the actions listed in paragraph (f), below, will be taken against any convicted employee within thirty (30) calendar days of receiving notice of any drug abuse conviction.

- (d) Notifying the employee in the statement required by paragraph 3(a), above, that as a condition of employment in connection with Grantee's use of the Grant funds, the employee is required, and agrees, to:
  - (1) abide by the terms of the statement; and
  - (2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) days after such conviction.
- (e) Notifying LISC within seven (7) days after receiving notice under sub-paragraph 3(d)(2) from an employee or otherwise receiving actual notice of such conviction. Such notice shall include the LISC Program Action Number and the convicted employee's position and title.
- (f) Taking one of the following actions within thirty (30) days of receiving notice under sub-paragraph 3(d)(2) for any employee who is so convicted:
  - (1) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or,
  - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs 3(a) through 3(f), above.
- (h) Identifying to LISC all known workplaces, if applicable, which shall include the actual address of buildings or other sites where work under the Grant will take place; and informing LISC of any workplace changes during the Grant term.

Grantee further certifies that it will maintain its drug-free workplace policies and conform to the requirements of the Drug-Free Workplace Act.

## **5. Certification Regarding Fair Housing and Equal Opportunity**

Grantee certifies that it will comply with the requirements of the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, and will affirmatively further fair housing.

## **6. Environmental Review Requirements Certification**

The LISC grant is subject to the environmental requirements of 24 C.F.R. Part 50. In general, if the activities to be funded, in whole or in part, with the LISC grant funds are limited to activities described in 24 C.F.R. Part 50, Section 50.19 (generally, capacity building or operating support, and not project-related activities), and Section 50.20, those activities would be either exempt or categorically excluded from further environmental review. **All other activities are subject to a more comprehensive environmental review.**



Grantee certifies that the activities undertaken in this Grant Agreement are either exempt or categorically excluded from further environmental review (pursuant to 24 C.F.R. Part 50.19 and/or 50.20).

Grantee hereby agrees to:

- (1) Advise LISC, which will advise HUD (or other appropriate governmental agency), of all projects and activities that are not exempt under 24 C.F.R. Part 50 prior to their approval and supply LISC, for forwarding to HUD, with all available and relevant information for each project so that the environmental review can be completed.
- (2) Take no action to approve, acquire, rehabilitate, convert, lease, repair or construct a property, nor commit or expend HUD funds, or private matching funds to a HUD-assisted project until HUD has: (i) completed an environmental review to the extent required under applicable regulations, and (ii) notified Grantee and/or LISC of its approval in writing.
- (3) Carry out mitigating measures required by HUD or select an alternate property or project.
- (4) Inform LISC if the scope of the project changes to determine if the project must be re-reviewed for possible environmental impact.

#### **7. Certification Regarding the Uniform Relocation Act and Anti-Displacement Certification**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA")(42 U.S.C. 4601-4655), and the government-wide implementing regulations issued by the Federal Highway Administration at 49 C.F.R. Part 24, applies to projects that are funded in whole or part with federal funds and involve the acquisition or donation of real estate, or projects that cause the relocation of people and businesses.

Funding provided by LISC is not authorized to be used in any manner that results in the displacement of persons or businesses. If Grantee inappropriately uses LISC funds in a manner that results in the displacement of persons or businesses, any displacement and relocation expenses associated with such action will be the sole responsibility of Grantee.

Grantee hereby agrees to:

1. Prior to the purchase/acquisition or acceptance of a donation of real property, Grantee shall notify the seller in writing that Grantee does not have the power of eminent domain. If the purchaser does have the power of eminent domain, it must inform the seller/donor that it will not use eminent domain to obtain the property. Proof of this action must be maintained in Grantee's project file.
2. When acquiring property with federal funds, Grantee agrees to use a qualified appraiser to establish the value of the property. Just compensation shall be calculated and provided in

writing to the person who intends to sell/donate the property. Proof of this action must be maintained in Grantee's project file.

3. Prior to the commencement of a project, Grantee must send any tenants a project notification, which indicates that the tenants will not be forced to relocate as a result of such project.

If the funding provided by LISC in whole or part, either intentionally or unintentionally results in the forced displacement of persons or businesses, Grantee agrees to the following:

1. If relocation were to happen to residents of a property or an existing business, all persons must receive timely and adequate notice of the project and information about their rights.
2. If forced to move, the tenant/resident will receive moving expenses, re-connection expenses to services, and be provided assistance in finding and securing a new residence/location that is comparable in both quality (size and location) and price to their existing residence/location based on standards established in the Uniform Relocation Act. If a comparable residence/location cannot be found for the same cost, the purchaser may be liable for increased rent expenses for tenants for up to a five (5) year period.

### **8. Certification Regarding Section 3**

Grantee acknowledges and agrees that recipients of HUD Section 4 funds must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u (Economic Opportunities for Low- and Very Low-Income Persons in Connection with Assisted Projects, and the HUD Regulations at 24 C.F.R. Part 135. Section 3 requires recipients and subrecipients to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities will be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to low- and very low-income persons in the area in which the project is located. Recipients of covered funding are required to comply with the requirements of 24 C.F.R. Part 135, particularly subpart B-Economic Opportunities for Section 3 residents and Section 3 Business Concerns, and Subpart E-Reporting and Recordkeeping. Recipients are encouraged to consult the national Section 3 Business Registry, which may be searched to find local Section 3 businesses that put a priority on hiring public housing or low-income residents, as applicable.

1. As a requirement of the Grant Agreement, Grantee is providing the certification set forth below.
2. The certification set forth below is a material representation of fact upon which reliance was placed in LISC's decision to provide the LISC Grant to Grantee. If it is later determined that Grantee knowingly rendered a false certification, LISC may take any action and exercise all remedies available to LISC.
3. Grantee certifies that it will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and HUD's implementing regulations at 24 C.F.R. Part 135 ("Section 3"), which require that, to the greatest extent

feasible, opportunities for training and employment be given to low-income persons residing within the unit of local government for the metropolitan area (or nonmetropolitan county) in which the project is located, by undertaking the following:

- (a) Grantee agrees to send to each labor organization or representative of workers with which Grantee has a collective bargaining agreement or other understanding; if any, a notice advising the labor organization or workers' representative of Grantee's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  - (b) Grantee agrees to include a Section 3 clause in every subcontract subject to compliance with the regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. Grantee will not subcontract with any subcontractor where Grantee has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
  - (c) Grantee will certify that any vacant employment positions, including training positions, that are filled (1) after the subcontractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent Grantee's obligations under 24 C.F.R. Part 135.
  - (d) As evidenced by its execution of this certification, Grantee certifies also that it is under no contractual or other impediment that would prevent it from complying with the regulations at 24 C.F.R. Part 135.
4. Noncompliance with HUD's regulations at 24 C.F.R. Part 135, if applicable, may result in sanctions, termination of the Grant Agreement for default, and debarment or suspension from future HUD-assisted contracts.
5. Grantee must have a feasible Section plan to direct new employment and contracting opportunities created during the expenditure of the HUD Section 4 funds to Section 3 residents and Section 3 business concerns.
6. **Grantee shall demonstrate compliance with the requirements of Section 3 by reporting its activities in the Section 3 Annual Summary Report (Form HUD-60002), which shall be provided by LISC, in order for LISC to fulfill its Section 3 reporting obligation to HUD.**

### **9. Certification Regarding Data Universal Numbering System (DUNS) Number and Registration In The System For Award Management (SAM)**

The LISC Grant is subject to the requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282, 31 U.S.C. 6102; hereafter referred to as the "Transparency Act" or the "Act") and subsequent guidance issued by the Office of Management and Budget ("OMB"), which require that certain recipients and subrecipients of federal financial assistance have DUNS numbers, maintain current registration in the System for Award Management ("SAM") (which includes the Central Contractor Registration ("CCR")), and report certain subaward data. The federal government has transferred the information previously entered and contained in the CCR to the SAM.

Grantee certifies to the Local Initiatives Support Corporation ("LISC") that:

1. Grantee has obtained, and shall continue to maintain a current registration in the SAM, the federal repository into which an entity must provide certain information required for the conduct of business as the recipient of an award of federal funds, at all times during which it has an active Federal award or an application or plan under consideration by an agency awarding Federal funds, including LISC.
2. Grantee has obtained and continues to maintain the current DUNS number issued by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.
3. Grantee agrees, if Grantee anticipates making a subcontract or subgrant of \$25,000 or more in LISC Grant funds to another entity (not including procurement of property and services needed to carry out the project or program), that prior to the making of such subcontract or subgrant, Grantee shall advise LISC of the terms thereof, and that under the terms of any such agreement, Grantee shall cause the recipient of LISC Grant funds to comply with the DUNS number requirement and the registration obligations in the SAM imposed by this Grant Agreement. Further, Grantee agrees to report any such action, if and as required, within thirty (30) days of the date of the obligation to <http://www.fsrs.gov>, providing the information about the action that the system specifies, and provide a true and accurate copy of such report to LISC.
4. Grantee shall provide LISC with evidence of its compliance with Sections 1, 2 and 3, above, prior to any disbursement of LISC Grant funds under the Grant Agreement and upon request by LISC.
5. Grantee shall also provide LISC with the total compensation and names of its top five (5) executives if (i) more than 80% of Grantee's annual gross revenues are from the Federal government, and those revenues are greater than \$25 million annually; and (ii) such required compensation information is not readily available to the public through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986.

6. This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made and entered into.

Please note that your organization must maintain an active registration during the term of this LISC Grant Agreement. **An expired registration may affect Grantee's ability to receive other federal awards or payments (including disbursements of the LISC Grant).**

#### **10. Certification Regarding the United States Patriot Act**

As a requirement of the Grant Agreement, Grantee is providing the certification set forth below.

1. The certification set forth below is a material representation of fact upon which reliance was placed in LISC's decision to provide the LISC Grant to Grantee. If it is later determined that Grantee knowingly rendered a false certification, or otherwise violates the requirements set forth in this certification, LISC, the Federal Government and/or state or local governmental agency may take any action and exercise all remedies available to LISC, the Federal Government and/or state or local governmental agency.
2. Grantee is not now, nor has it ever been, named on (i) the list of Specifically Designated Nationals and Blocked Persons established pursuant to Executive Order 13224 and maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control or any successor agency or other entity, or (ii) any other list of terrorists or terrorist organizations maintained by any agency of the United States or any other governmental authority. Grantee shall submit such information as LISC may reasonably request to enable LISC to confirm that Grantee is not named on any such list. Grantee further certifies that it will comply with the requirements outlined in this certification and/or any other applicable Federal, state or local rules or regulations.

#### **11. Property Statement**

Grantee acknowledges that in accordance with 2 C.F.R. Part 200, Section 200.313, title to equipment acquired with Grant funds will vest upon acquisition in Grantee; provided, however that title shall be conditional subject to the following conditions:

- (a) Grantee shall use the equipment for authorized purposes under the Grant Agreement during the term of Grant Agreement (or period of performance), or until the equipment is no longer needed for the purposes of the Project (i.e. the project with which the Grant is being funded, in whole or in part).
- (b) Grantee shall not encumber the equipment without the approval of HUD or LISC.
- (c) Grantee shall use and dispose of the equipment in accordance with paragraphs (i) and (ii), below.
  - (i) (1) Equipment must be used by Grantee for the Project for which it was acquired as long as needed, whether or not the Project continues to be supported by the Grant (or HUD Section 4 funds), and Grantee must not encumber the property without prior

approval of LISC or HUD. When no longer needed for the original Project, the equipment may be used in other activities supported by HUD, in the following order of priority: (x) activities under a Federal award from HUD, then (y) activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, Grantee must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by HUD and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §200.307 of 2 C.F.R. Part 200, Grantee must not use equipment acquired with the Grant to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government (i.e. HUD) retains an interest in the equipment.

(4) When acquiring replacement equipment, Grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(ii) When original or replacement equipment acquired under the Grant Agreement is no longer needed for the Project or for other activities currently or previously supported by the Grant or by HUD, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, Grantee must request disposition instructions from HUD (by way of LISC). Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to LISC or HUD.

(2) Except as provided in §200.312 of 2 C.F.R. Part 200, paragraph (b), or if HUD fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by Grantee or sold. LISC is entitled to an amount calculated by multiplying the current market value or proceeds from sale by HUD's percentage of participation in the cost of the original purchase. If the equipment is sold, HUD may permit Grantee to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) Grantee may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, Grantee must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where Grantee fails to take appropriate disposition actions, HUD may (through itself or through LISC) direct Grantee to take disposition actions.

Accordingly, if acquiring real property, non-expendable personal property or expendable personal property, please provide the following information upon submission of the disbursement request, as indicated in the Property Statement, attached hereto and made a part hereof.

## Certification 12 Attachment B

<b>Monthly/Quarterly/Other Report</b>		<b>Grantee Name:</b>			
<b>Address:</b>		<b>Grant PA#:</b>		<b>Prepared By:</b>	
<b>New Address? Yes-No</b>		<b>Grant Term:</b>		<b>Title:</b>	
<b>Instructions: Send the completed and signed report to your LISC Program Officer. Enter the budget as it appears on the grant letter</b>					
BUDGET DESCRIPTION	TOTAL APPROVED BUDGET	PRIOR PERIOD'S CUMULATIVE EXPENSES	CURRENT PERIOD'S EXPENSES	CUMULATIVE TOTAL EXPENSES	BUDGET BALANCE
<b>GRAND TOTAL</b>	\$ - \$	- \$	- \$	\$0.00	\$0.00
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)					



## KEEP FOR YOUR RECORDS

<p><b><u>Financial Records</u></b>  Financial Status Reports  Final Financial Status Report  Requests for Advance or Reimbursements  Copies of All Audits (federal and private)  Copies of Audit Responses  All Checkbooks  Copies of all tax reports filed with the IRS, state and local governments</p> <p><b><u>Deposits and Receipts</u></b>  All Monthly Bank Statements and Reconciliation's  Written Procedures for Spending Funds  All Contracts:  Subcontracts With Other Groups  Consultant Contracts  Insurance Policies  Service/Maintenance Contracts  Sole Source Contract(s) Justifications  Construction Contracts (not normally applicable to technical assistance awards)</p> <p>Bid Documents  Performance Bonds  Special Contractual Provisions, etc.  Indirect Cost Documentation  Chart of Accounts  Ledgers  Cash Disbursement Journals  Payroll Register for Each Employee  Supporting Documentation for All Expenditures:  Purchase Orders  Vouchers  Receipts  Petty Cash Vouchers  Deposit Receipt for Petty Cash Reconciliation  Travel Reimbursement (with receipts where applicable)  Time and Attendance Records  Price Quotations  Equipment Inventory Listing</p>	<p><b><u>Non-Profit Parent or Sponsoring Organization Records (When Applicable)</u></b>  Articles of Incorporation  Corporate Charter with a Not-For Profit Status  Constitution and By-laws  Federal Charitable Organization Designation (501(c)(3))  FICA Waiver of Exemption  List(s) of Board Members  Monthly/Quarterly/Annual Reports (whichever is applicable)  Minutes of Board Meetings  All Pertinent Correspondence Related to Work Under Award  Copy of Written Personnel Policies</p> <p><b><u>Project Records</u></b>  Approved Program Narrative  Approved Budget Narratives  Grant Award Notice  Special Conditions  Program Modification Requests  Award Adjustment Notices  Copies of Required Reports (Narrative and Financial)  Copy of Final Program Report (Narrative and Financial)  All Pertinent Correspondence Related To This Award (incoming and outgoing)  Revised Work Plans  Lists(s) of Task Force/Advisory/Community Organization  Meetings Related to the Performance of Work under this Award  Evaluations Conducted As Required By the Award  Personnel Folders: Resumes  Letter of Employment (new Hires) Documentation of Pay Raise</p>
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## KEEP FOR YOUR RECORDS (Continued)

### Reimbursement for Costs in Accordance with the Cost Principles set forth in 2 C.F.R. Part 200.

The following list is for information purposes, and contains allowable and unallowable costs as identified in Section 200.400, et. seq., of 2 C.F.R. Part 200. For a detailed list consult Section 200.400, et seq., of 2 C.F.R. Part 200, Subpart E, Cost Principles.

#### Allowable and Unallowable Costs Under 2 C.F.R. Part 200, Subpart E

Item of Cost	Unallowable	Generally Allowable	Under
Alcoholic Beverages	X		2 C.F.R. 200.423
Bad Debt	X		2 C.F.R. 200.426
Bonding Costs		X	2 C.F.R. 200.427
Consultant Fees		X	2 C.F.R. 200.430
Contribution and Donations	X		2 C.F.R. 200.434
Entertainment Costs	X		2 C.F.R. 200.438
Equipment		X	2 C.F.R. 200.439
Fringe Benefits		X	2 C.F.R. 200.431
Fundraising	X		2 C.F.R. 200.442
Goods or Services for personal use	X		2 C.F.R. 200.445
Insurance		X	2 C.F.R. 200.447
Investment Counsel/Management	X		2 C.F.R. 200.442
Lobbying Activities	X		2 C.F.R. 200.450
Losses on other awards	X		2 C.F.R. 200.451
Maintenance and Repair Costs		X	2 C.F.R. 200.452
Office Supplies		X	2 C.F.R. 200.453
Printing & Publication Costs		X	2 C.F.R. 200.461
Professional Dues		X	2 C.F.R. 200.454
Recruiting Costs		X	2 C.F.R. 200.463
Rent Costs		X	2 C.F.R. 200.465
Salaries		X	2 C.F.R. 200.430
Taxes		X	2 C.F.R. 200.470
Training Costs		X	2 C.F.R. 200.472
Transportation		X	2 C.F.R. 200.473
Travel		X	2 C.F.R. 200.474

[illegible]

BA

**Race and Ethnic Data  
Reporting Form**U.S. Department of Housing  
and Urban Development  
Office of Strategic Planning  
Grants Management and Oversight DivisionOMB Approval No. 2535-0113  
(exp. 06/30/2017)

Program Title:

Grantee/Recipient Name:

Grantee Reporting Organization:

Reporting Period From (mm/dd/yyyy): \_\_\_\_\_ To (mm/dd/yyyy): \_\_\_\_\_

Racial Categories	Total Number of Race Responses	Total Number of Hispanic or Latino Responses
American Indian or Alaska Native		
Asian		
Black or African American		
Native Hawaiian or Other Pacific Islander		
White		
American Indian or Alaska Native <i>and</i> White		
Asian <i>and</i> White		
Black or African American <i>and</i> White		
American Indian or Alaska Native <i>and</i> Black or African American		
* Other multiple race combinations greater than one percent: [Per the form instructions, write in a description using the box on the right]		
Balance of individuals reporting more than one race		
<b>Total:</b>	0	0
* If the aggregate count of any reported multiple race combination that is not listed above exceeds 1% of the total population being reported, you should separately indicate the combination. See detailed instructions under "Other multiple race combinations."		

Public reporting burden for this collection is estimated to average 1.15 hours per response, including the time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the information collection instrument. HUD may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.





September 10, 2021

Todd Walker, Executive Director  
Judeo Christian Outreach Center  
1053 Virginia Beach Blvd.  
Virginia Beach, VA 23451  
[twalker@jcoc.org](mailto:twalker@jcoc.org)

**Program Action Number:** 52848-0002

Dear Mr. Walker,

Congratulations. Local Initiatives Support Corporation ("LISC") has approved a grant in the amount set forth in the table below to **Judeo Christian Outreach Center** (the "Grantee" or "JCOC") and the terms and conditions of this Grant are set forth in this grant agreement ("Grant Agreement") as follows:

**Grant Funding and Budget**

Use of Funds	Amount
Consultant services for Project Management	\$8,712
<b>TOTAL:</b>	<b>\$8,712</b>

Any change in the budget of 10% of the total budget or more shall be subject to LISC's prior written approval. LISC reserves the right to approve any professionals or consultants hired with the funds provided under this Grant.

**Term of the Grant**

The Grant term begins on August 1, 2021 and ends on **June 30, 2023** (the "Expiration Date").

**Purpose of the Grant**

The Grant is being provided to the Grantee to support its capacity to undertake the development of 38 units of affordable housing for individuals exiting homelessness or those earning 50% or below area-medium income (AMI). During the grant term, JCOC will utilize the services of a consultant development partner to serve as project manager overseeing the project from predevelopment to tax credit application approval to close out. Utilizing these services will provide JCOC access to staff support and technical expertise to navigate the LITHC process and the management of the project to completion.

In accordance with the Grant Budget, the Grantee hereby agrees to use the Grant in furtherance of its charitable purposes.

**Disbursement Conditions**

Full disbursement will be made upon the following conditions being met:

1. A completed Grant Agreement signed by the Grantee returned to LISC's Grants and Contract Management department;
2. LISC's Program Officer's receipt and approval of a disbursement request and a duly completed and executed Private Grant Financial Report (Attachment B);

**Other Grant Conditions and Requirements**

The attached Grant Terms and Conditions (**Attachment A**) shall be incorporated into, and made a part of, the Grant Agreement between LISC and the Grantee.

**Next Steps: Please follow ALL of the steps outlined below. LISC will not disburse funds unless and until this information is completed fully:**

1. Please carefully review the terms and conditions (outlined in this Grant Agreement) detailing requirements for the use of this Grant.
2. An authorized officer of the Grantee must sign the Grant Agreement and email it to [grants\\_contracts@lisc.org](mailto:grants_contracts@lisc.org) copying Naomi Gunnell, Senior Program Officer at [NGunnell@lisc.org](mailto:NGunnell@lisc.org). Please consult this LISC staffer with questions about this Grant, to request disbursement of funds, and to report on progress. **This Grant Agreement must be signed and returned to LISC within thirty (30) days after the date of this Grant Agreement. If such deadline passes, LISC reserves the right to withdraw this Grant Agreement and reprogram the funds**
3. LISC will then sign/fully execute the Grant and email it to the authorized contact person at your organization.

**TERMS OF GRANT ACCEPTED AND AGREED TO:**

**JUDEO CHRISTIAN OUTREACH CENTER**

Signature: 

Name: Todd Walker

Title: Executive Director

Date: 9-14-21

**LISC OFFICER COUNTER-SIGNATURE:**

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





## Attachment A

### GRANT TERMS AND CONDITIONS

**1. Funds Not Disbursed By the Expiration Date:** All requests for reimbursement of expended funds pursuant to the Grant Agreement (in furtherance of the Purpose(s) of the Grant) must be received by LISC no later than 60 days after the Grant end date. Any Grant funds not expended by the Grantee by the Expiration Date shall be automatically reprogrammed by LISC, and shall no longer be available for disbursement to the Grantee; provided, however, that if the Expiration Date is extended, then the funds shall remain available for disbursement until the new Expiration Date.

**2. Funds Not Disbursed in a Timely Way:** Any funds not drawn down in a timely fashion during the term of the Grant may be deobligated by LISC in its sole discretion after notice to the Grantee. Such deobligation shall be effective as to any Grant proceeds not expended by the Grantee prior to the date of receipt of such notice.

**3. No Disbursement if Non-Compliance.** LISC shall not make any disbursement of the Grant unless on the proposed date of disbursement the Grantee is in full compliance with all these Grant Terms and Conditions set forth in the Grant Agreement. In addition, LISC shall not make any disbursement of the Grant if it will (i) violate any provision of law, regulation or administrative ruling to which LISC is subject, (ii) subject LISC to any tax, penalty, or fine, or (iii) not further the charitable purposes of LISC.

**4. No Disbursement if Default Exists, or Material Adverse Change Has Occurred:** LISC shall not make any disbursement of the Grant if, at the time of the proposed disbursement, the Grantee, or any subsidiary of the Grantee, or any partnership affiliated with the Grantee, is in default under the terms of any LISC financing, whether for the Project or provided by LISC for any other project or purpose. In addition, LISC shall not make any disbursement of the Grant if there has been a material adverse change in the financial or other condition of the Grantee or the Project, including, but not limited to, any adverse change in the Grantee's key personnel working on the Project (with LISC determining, in its reasonable discretion, what constitutes a material adverse change in key personnel).

**5. Restrictions on Use of the Grant:** Under Sections 501 and 4945 of the Internal Revenue Code (the "Code"), the Grant may not be used to carry on propaganda, to attempt to influence legislation, or to participate in, intervene in, or attempt to influence the outcome of, political campaigns or elections. Additionally, under the applicable provisions of the Code, LISC funds may only be used in furtherance of LISC's charitable purposes. By countersigning this Agreement and returning it to LISC, the Grantee agrees to (i) not use the Grant for purposes prohibited by the preceding two sentences, (ii) use the Grant in furtherance of the Grantee's charitable purposes (as set forth in its Articles of Incorporation and Application For Recognition of Exemption to the IRS), and (iii) promptly reimburse LISC any Grant amounts not used to further charitable purposes.

**6. Compliance with Laws.:** In its use of Grant funds provided by LISC, and in its development, marketing, and operation of the Project, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental) laws, executive orders, rules, and regulations, including without limitation anti-discrimination laws, executive orders, rules, and regulations.

**7. Tax-Exempt Status:** The Grantee represents and warrants that its determination letter from the Internal Revenue Service ("IRS") which states that Grantee's tax-exempt status under Section 501(c)(3) of the IRS code is still in effect as of the date of execution and delivery of the executed Grant Agreement, has not been revoked or modified, and that Grantee has delivered a copy of said letter to LISC. If such determination is revoked or modified, Grantee shall so notify LISC as soon thereafter as possible.

**8. Review of Operations:** LISC may monitor and conduct an evaluation of activities funded by the Grant. Such evaluation may include a visit from LISC personnel to observe the activities funded by the Grant, to discuss said activities with the Grantee's personnel, and/or to review financial and other records and materials relating to the activities financed or facilitated by the Grant. In addition, upon LISC's providing of reasonable advance notice, the LISC Principal Contact shall be permitted to attend at least one Board meeting of the Grantee a year.

**9. Publicity:** The Grantee agrees that LISC may include information regarding the Grant and the Project in its periodic public reports. The Grantee shall also make best efforts to provide LISC with reasonable advance notice of any groundbreaking or ribbon-cutting events for the Project. LISC may refer to the Grant in press releases, and asks that until such a press release is issued, the Grantee not make any public announcement relating to the Grant without first consulting the LISC contact person. A copy of all issued press releases shall be promptly sent to such contact person. In addition, the Grantee agrees to acknowledge receipt of this grant from LISC in relevant and appropriate publications.

**10. Assignment or Delegation and Subcontracting:** The Grant Agreement and the rights and duties under the Grant Agreement must not be assigned, delegated or subcontracted by the Grantee without the prior written consent of LISC, and any purported assignment, delegation or subcontracting of the Grant Agreement without said consent of LISC shall be void. In addition, LISC reserves the right to approve any professionals or consultants hired with funds under this Grant.

**11: Amendment of Term of Grant.** LISC shall consider, but is not obligated to agree to, requests by the Grantee to extend the Expiration Date or make other modifications to the terms of the Grant. Amendments to the Grant shall be made only after (i) LISC's Principal Contact has received a written request from the Grantee stating the nature of the amendment requested, and (ii) an authorized officer of LISC shall have executed a written agreement describing the terms of the amendment. Note that any change in a line item of the budget in excess of 10% or totaling more than \$1,000 (whichever is greater), shall not be made without an amendment to the Grant Agreement by LISC.

**12. Certification.** Grantee is not now, nor has it ever been, named on (i) the list of Specifically Designated Nationals and Blocked Persons established pursuant to Executive Order 13224 and maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control or any successor agency or other entity, or (ii) any other list of terrorists or terrorist organizations maintained by any agency of the United States or any other governmental authority. The Grantee shall submit such information as LISC may reasonably request to enable LISC to confirm that the Grantee, is not named on any such list.

The Grantee certifies that any consultant or contractor hired under this Grant is not:

- (i) listed in any sanctions-related list of designated persons maintained by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury, the U.S. Department of State or any other applicable authority ("Sanctions Authority"); and
- (ii) operating, organized or resident in a country, region or territory which is itself the subject or target of any Sanctions ("Sanctioned Country").

The Grantee agrees to maintain documentation on file of the results verifying that the consultant or contractor it retains under this Grant is not listed in any sanctions-related list of designated persons; or operating, organized, or resident in a country, region or territory that is a Sanctioned Country.

**13. Signature Required.** If this Grant Agreement correctly sets forth the Grantee's understanding of and agreement to the Terms and Conditions of the Grant, please indicate acceptance of and agreement to said Terms and Conditions by having an authorized officer of the Grantee should sign and date this Grant Agreement in the space provided above.

**ATTACHMENT B – SAMPLE ONLY**

**PRIVATE GRANT FINANCIAL REPORT**

Monthly/Quarterly/Other Report		Grantee Name:			
Address:		Grant PA#:		Prepared By:	
New Address? Yes-No		Grant Term:		Title:	
Instructions: Send the completed and signed report to your LISC Program Officer. Enter the budget as it appears on the grant letter.		Period Reporting On:		Phone Number:	
BUDGET DESCRIPTION	TOTAL APPROVED BUDGET	PRIOR PERIOD'S CUMULATIVE EXPENSES	CURRENT PERIOD'S EXPENSES	CUMULATIVE TOTAL EXPENSES	BUDGET BALANCE
GRAND TOTAL	\$ -	\$ -	\$ -	\$0.00	\$0.00

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of this award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

Signature of Authorized Certifying Official:	Title:	Date:
--	--------	-------

\*\*\*SUBMIT THE REPORT BY THE 15<sup>TH</sup> OF THE FOLLOWING MONTH

## **The Landmark Foundation**

150 Granby St.  
Norfolk, Virginia 23510  
(757) 351-8800

January 18, 2022

Mr. Todd Walker  
Executive Director  
Judeo-Christian Outreach Center  
1053 Virginia Beach Blvd.  
Virginia Beach, Virginia 23451

Dear Todd,

I enclose a gift of \$300,000 from The Landmark Foundation to the Judeo-Christian Outreach Center. This gift is for the capital campaign.

Please sign and return the enclosed receipt.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank", with a stylized flourish extending to the right.

Frank Batten Jr.

**THE LANDMARK FOUNDATION**  
**150 Granby St.**  
**Norfolk, Virginia 23510**  
**(757) 351-8800**

---

Please sign and date below to acknowledge receipt of a charitable contribution from The Landmark Foundation. Please return this receipt to the address above.

Charitable organization: Judeo-Christian Outreach Center

Address: 1053 Virginia Beach Blvd  
Virginia Beach, VA 23451

Amount of cash contribution: \$300,000

Date of contribution: January 18, 2022

The above charitable organization states specifically that no goods or services were provided in return for the gift of cash.

**SIGNATURE**

I hereby acknowledge that the above contribution was received by this charitable organization,

Signature of authorized person  
of charitable organization:



Print name of person signing:

Todd Walker

Executive Director 1-20-22  
Title Date



I pledge to support Judeo-Christian Outreach Center's *Help. Hope. Healing.* campaign with a total gift of \$ \_\_\_\_\_ over the next (1-5) \_\_\_\_\_ years.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name as you would like it to appear on donor recognition lists:

\_\_\_\_\_  
*I prefer to remain anonymous*

Please designate my gift as:

Capital Expenses \$ \_\_\_\_\_

Program Support \$ \_\_\_\_\_

I would like my gift to be \_\_\_\_\_ in honor/ \_\_\_\_\_ in memory of: \_\_\_\_\_

I intend to complete all pledge payments by \_\_\_\_\_ (Month/Year).

Mail me monthly reminders.

Mail me an annual reminder in the month of \_\_\_\_\_

I have made provisions in my estate planning for a deferred gift in the amount of \$ \_\_\_\_\_.  
Please contact me to document the specifics of this gift.

*Please be aware that pledge commitments cannot be fulfilled by Donor Advised Fund (DAF) Grants. If you plan to make a gift via a DAF, please indicate by checking here \_\_\_\_\_ and staff will follow-up for additional information.*

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(required) (required)

**Appreciated securities gladly accepted.**

Judeo-Christian Outreach Center | 1053 Virginia Beach Blvd | Virginia Beach, VA 23451

(757) 491-2846 | <https://jcoc.org/ways-to-give/>

*Gifts are tax-deductible to the full extent allowed by law.*



MEMBER  
JURISDICTIONS

March 9, 2022

CHESAPEAKE

FRANKLIN

Mr. Todd Walker, Executive Director  
Judeo Christian Outreach Center, Inc.  
1053 Virginia Beach Blvd.  
Virginia Beach, VA 23451  
VIA email: [twalker@jcoc.org](mailto:twalker@jcoc.org)

GLOUCESTER

HAMPTON

RE: Virginia Association of Planning District Commissions – Virginia  
Housing Grant Award

ISLE OF WIGHT

Dear Mr. Walker:

JAMES CITY

We are pleased to inform you that the Hampton Roads Planning District Commission has made a conditional contingent commitment to your ***Help. Hope. Healing Campus Rebuild*** project for **\$250,000**. The funds will be used to develop 38 Single Room Occupancy (SRO) affordable-housing units for clients transitioning from homelessness.

NEWPORT NEWS

NORFOLK

Please note that this commitment is contingent on providing all required pre-contract documents, a successful LITC application, and ensuring that all funding deficits are met. A formal agreement will be sent to you regarding this award in the next few weeks.

POQUOSON

PORTSMOUTH

Thank you for your commitment to affordable housing. We are pleased to be able to assist with this project.

SMITHFIELD

SOUTHAMPTON

Sincerely,

SUFFOLK



Shernita Bethea  
Housing Administrator

SURRY

VIRGINIA BEACH

SLB/cm

WILLIAMSBURG

YORK

# **Tab U:**

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

## Virginia Housing Renter Education Program

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

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

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

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

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

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

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

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

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

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

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

# **Tab V:**

Nonprofit or LHA Purchase Option or Right of First  
Refusal

Tax Parcel Nos.  
GPIN # 2417-65-3527-0000  
GPIN # 2417-65-2620-0000

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Peter L. Henderer, VSB # 40994  
McCandlish Holton, PC  
P.O. Box 796  
Richmond, VA 23218-0796

**RIGHT OF FIRST REFUSAL AGREEMENT**  
**JCOC 3H HOUSING**

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of the March 3, 2022, by and among **JCOC 3H HOUSING, LLC**, a Virginia limited liability company (the “Owner” or the “Company”), **JUDEO-CHRISTIAN OUTREACH CENTER, INC.**, a Virginia non-stock corporation (the “Grantee”), and is consented to by **JCOC 3H HOUSING MANAGING MEMBER, INC.**, a Virginia corporation (the “Managing Member”), \_\_\_\_\_, a Virginia limited liability company (the “Investor Member”) and \_\_\_\_\_, a Virginia limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

A. The Owner, pursuant to its Amended and Restated Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of a 38-unit apartment project for individuals located in Virginia Beach, Virginia and commonly known as “JCOC 3H Housing” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.

B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

### Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any 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 the City of Virginia Beach, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "AS IS, WHERE IS" and "WITH ALL FAULTS AND DEFECTS," latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of



Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

#### Section 9. Option to Purchase

A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an “option to purchase” pursuant to Section 42(i)(7) of the Code as opposed to a “right of first refusal” without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a “right of first refusal to purchase partner interests” and/or “purchase option to purchase partner interests” pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

#### Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

(i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;

(ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;

(iii) If to the Grantee, Judeo-Christian Outreach Center, Inc., 1053 Virginia Beach Blvd, Virginia Beach, VA 23451

#### Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is

determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

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.

**OWNER:**

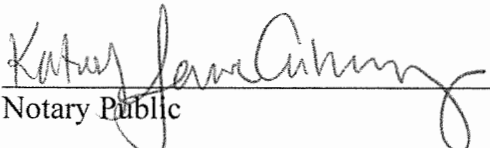
**JCOC 3H HOUSING, LLC**, a Virginia limited liability company

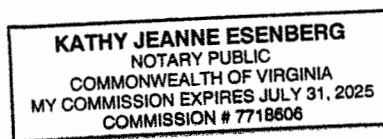
By: JCOC 3H Housing Managing Member,  
Inc., a Virginia corporation, its  
managing member

By:   
Todd Walker  
Its: President

COMMONWEALTH OF VIRGINIA     )  
   )  
CITY/COUNTY OF Virginia Beach     )

On March 3, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Todd Walker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President of JCOC 3H Housing Managing Member, Inc., which is the managing member of **JCOC 3H Housing, LLC** and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

  
Notary Public



Commission expires: 07/31/2025

Registration No.: 7718606

**GRANTEE:**

**JUDEO-CHRISTIAN OUTREACH CENTER,  
INC.,** a Virginia non-stock nonprofit corporation

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

Name: Todd Walker

Title: Executive Director

COMMONWEALTH OF VIRGINIA )

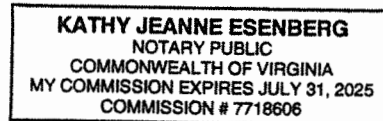
CITY/COUNTY OF Virginia Beach )

On March 3, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Todd Walker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity as Executive Director of **JUDEO-CHRISTIAN OUTREACH CENTER, INC.**, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Kathy Jeanne Eenberg  
Notary Public

Commission expires: 07/31/2025


Registration No.: 7718606



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


**MANAGING MEMBER:**

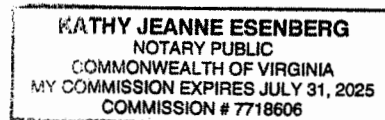
**JCOC 3H HOUSING MANAGING MEMBER,  
INC.,** a Virginia corporation

By:   
Todd Walker  
Its: President

COMMONWEALTH OF VIRGINIA     )  
   )  
CITY/COUNTY OF Virginia Beach     )

On March 3, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Todd Walker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President of **JCOC 3H Housing Managing Member, Inc.**, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

  
Notary Public



Commission expires: 07/31/2025

Registration No.: 7718606

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

**INVESTOR MEMBER:**

\_\_\_\_\_, a Virginia limited liability company

By: \_\_\_\_\_, its Managing Member

By: \_\_\_\_\_  
\_\_\_\_\_, Vice-President

**SPECIAL MEMBER:**

\_\_\_\_\_, a Virginia limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, Vice-President

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_)  
CITY/COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2022, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Vice-President of \_\_\_\_\_, the Managing Member of \_\_\_\_\_, a Virginia limited liability company, and \_\_\_\_\_, a Virginia limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

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

Commission expires:

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

#### **PARCEL ONE**

ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereof containing .33 of an acre, as shown on plat made by W.B. Gallup, County Surveyor, dated October 16, 1946, and recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 18, at page 63, beginning at a point on the southern side of State Highway marker, commonly known as Virginia Beach Boulevard, 130 feet east of State Highway marker, designated on said plat; thence South 0° 02' West 133.4 feet to a pin; thence South 43° 20' east 108.7 feet to a pin; thence North 0° 02' East 219.6 feet to a pin on the southern line of said boulevard; thence South 75 feet to the point of beginning.

#### **PARCEL TWO**

ALL THAT certain tract, piece or parcel of land, with the buildings and improvements thereon, beginning at a point of the south line of the State Highway, commonly known as Virginia Beach Boulevard, 1025.4 feet West of the property belonging to the City of Virginia Beach, upon which is erected its water tower, and running thence South 0° 2' West 334.6 feet to a pin; thence North 43° 20' West 144.8 feet to a pin; thence North 0° 2' East 219.6 feet to a pin on the southern line of Virginia Beach Boulevard; thence North 84° 32' East 100 feet to a pin to the point of beginning containing .635 of an acre according to plat of property made by W.B. Gallup, County Surveyor, May 22, 1946, and recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 18, at page 1.

BEING the same property conveyed to JCOC 3H HOUSING, LLC, a Virginia limited liability company by JUDEO-CHRISTIAN OUTREACH CENTER, INC., a Virginia non-stock corporation, by Deed recorded concurrently herewith.



# **Tab W:**

Internet Safety Plan and Resident Information Form (if  
internet amenities selected)

# Draft Internet Security Plan

## Network Security:

### 1. Purpose

This standard specifies the technical requirements that wireless infrastructure devices must satisfy to connect to a (Owner) network. Only those wireless infrastructure devices that meet the requirements specified in this standard or are granted an exception by the InfoSec Team are approved for connectivity to the Owner's network.

Network devices including, but not limited to, hubs, routers, switches, firewalls, remote access devices, modems, or wireless access points, must be installed, supported, and maintained by an Information Security (Infosec) approved support organization.

### 2. Scope

All employees, contractors, consultants, temporary and other workers at Owner and its subsidiaries/affiliates, including all personnel that maintain a wireless infrastructure device on behalf of the Owner, must comply with this standard. This standard applies to wireless devices that make a connection the network and all wireless infrastructure devices that provide wireless connectivity to the network. Infosec must approve exceptions to this standard in advance.

### 3. Standard

#### 3.1 General Requirements:

All wireless infrastructure devices that connect to the Owner's network or provide access to the Owner Confidential, Owner Highly Confidential, or Owner Restricted information must:

- Use Extensible Authentication Protocol-Fast Authentication via Secure Tunneling (EAP-FAST), Protected Extensible Authentication Protocol (PEAP), or Extensible Authentication Protocol-Translation Layer Security (EAP-TLS) as the authentication protocol.
- Use Temporal Key Integrity Protocol (TKIP) or Advanced Encryption System (AES) protocols with a minimum key length of 128 bits.
- All Bluetooth devices must use Secure Simple Pairing with encryption enabled.4.2Lab and Isolated Wireless Device Requirements
- Lab device Service Set Identifier (SSID) must be different from the Owner's production device SSID.
- Broadcast of lab device SSID must be disabled.4.3 Home Wireless Device Requirements  
All home wireless infrastructure devices that provide direct access to the Owner's network, such as those behind Enterprise Teleworker (ECT) or hardware VPN, must adhere to the following:
- Enable WiFi Protected Access Pre-shared Key (WPA-PSK), EAP-FAST, PEAP, or EAP-TLS

- When enabling WPA-PSK, configure a complex shared secret key (at least 20 characters) on the wireless client and the wireless access point
- Disable broadcast of SSID
- Change the default SSID name
- Change the default login and password

## 4. Policy Compliance

### 4.1 Compliance Measurement

The Infosec team will verify compliance to this policy through various methods, including but not limited to, periodic walk-thrus, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.

### 4.2 Exceptions

Any exception to the policy must be approved by the Infosec Team in advance.

### 4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

## Equipment

### 1. Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at (Owner). These rules are in place to protect the employee and Owner. Inappropriate use exposes the Owner to risks including virus attacks, compromise of network systems and services, and legal issues.

### 2. Scope

This policy applies to the use of information, electronic and computing devices, and network resources to conduct the Owner's business or interact with internal networks and business systems, whether owned or leased by Owner, the employee, or a third party. All employees, contractors, consultants, temporary, and other workers at Owner and its subsidiaries are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with Owner's policies and standards, and local laws and regulation. Exceptions to this policy are documented in section 5.2.

This policy applies to employees, contractors, consultants, temporaries, and other workers at Owner including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by Owner.

### 3. Policy

#### 3.1 General Use and Ownership

3.1.1 Owner proprietary information stored on electronic and computing devices whether owned or leased by Owner, the employee or a third party, remains the sole property of the Owner. You must ensure through legal or technical means that proprietary information is protected in accordance with the Data Protection Standard.

3.1.2 You have a responsibility to promptly report the theft, loss or unauthorized disclosure of Owner proprietary information.

3.1.3 You may access, use or share Owner proprietary information only to the extent it is authorized and necessary to fulfill your assigned job duties.

3.1.4 Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for creating guidelines concerning personal use of Internet/Intranet/Extranet systems. In the absence of such policies, employees should be guided by departmental policies on personal use, and if there is any uncertainty, employees should consult their supervisor or manager.

3.1.5 For security and network maintenance purposes, authorized individuals within Owner may monitor equipment, systems and network traffic at any time, per Infosec's Audit Policy.

3.1.6 Owner reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

#### 3.2 Security and Proprietary Information

3.2.1 All mobile and computing devices that connect to the internal network must comply with the Minimum Access Policy.

3.2.2 System level and user level passwords must comply with the Password Policy. Providing access to another individual, either deliberately or through failure to secure its access, is prohibited.

3.2.3 All computing devices must be secured with a password-protected screensaver with the automatic activation feature set to 10 minutes or less. You must lock the screen or log off when the device is unattended.

3.2.4 Postings by employees from an Owner email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the Owner, unless posting is in the course of business duties.

3.2.5 Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malware.

### 3.3 Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee of Owner authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Owner-owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

#### 3.3.1 System and Network Activities

The following activities are strictly prohibited, with no exceptions:

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Owner.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Owner or the end user does not have an active license is strictly prohibited.
- Accessing data, a server or an account for any purpose other than conducting Owner's business, even if you have authorized access, is prohibited.
- Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- 6. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
- Using an Owner computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
- Making fraudulent offers of products, items, or services originating from any Owner account.

- Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes. 11. Port scanning or security scanning is expressly prohibited unless prior notification to Infosec is made.
- Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
- Circumventing user authentication or security of any host, network or account.
- Introducing honeypots, honeynets, or similar technology on the <Company Name> network.
- Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
- Providing information about, or lists of, Owner's employees to parties outside Owner.

### 3.3.2 Email and Communication Activities

When using company resources to access and use the Internet, users must realize they represent the company. Whenever employees state an affiliation to the company, they must also clearly indicate that "the opinions expressed are my own and not necessarily those of the company". Questions may be addressed to the IT Department

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
- Unauthorized use, or forging, of email header information.
- Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
- Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
- Use of unsolicited email originating from within Owner's networks or other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Owner or connected via Owner's network.
- Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

### 3.3.3 Blogging and Social Media

1. Blogging by employees, whether using Owner's property and systems or personal computer systems, is also subject to the terms and restrictions set forth in this Policy. Limited and occasional use of Owner's systems to engage in blogging is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate Owner's policy, is not detrimental to Owner's best interests, and does not interfere with an employee's regular work duties. Blogging from Owner's systems is also subject to monitoring.
2. Owner's Confidential Information policy also applies to blogging. As such, Employees are prohibited from revealing any Owner confidential or proprietary information, trade secrets or any other material covered by Owner's Confidential Information policy when engaged in blogging.
3. Employees shall not engage in any blogging that may harm or tarnish the image, reputation and/or goodwill of Owner and/or any of its employees. Employees are also prohibited from making any discriminatory, disparaging, defamatory or harassing when blogging or otherwise engaging in any conduct prohibited by Owner's Non-Discrimination and Anti-Harassment policy.
4. Employees may also not attribute personal statements, opinions or beliefs to Owner when engaged in blogging. If an employee is expressing his other beliefs and/or opinions in blogs, the employee may not, expressly or implicitly, represent themselves as an employee or representative of Owner's Employees assume any and all risk associated with blogging.
5. Apart from following all laws pertaining to the handling and disclosure of copyrighted or export controlled materials, Owner's trademarks, logos and any other Owner intellectual property may also not be used in connection with any blogging activity

## 4. Policy Compliance

### 4.1 Compliance Measurement

The Infosecteam will verify compliance to this policy through various methods, including but not limited to, business tool reports, internal and external audits, and feedback to the policy owner.

### 4.2 Exceptions

Any exception to the policy must be approved by the Infosecteam in advance.

### 4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

## Internet Acceptable Use Policy (AUP)

All users of \_\_\_\_\_ Internet services agree to and must comply with this Acceptable Use Policy (AUP). \_\_\_\_\_ does not exercise editorial control or review over the content of any Web site, electronic mail transmission, paper printout, newsgroup, or other material created or accessible over or through the Services. However, \_\_\_\_\_ may remove, block, filter, or restrict by any other means any materials that, in \_\_\_\_\_ sole discretion, may be illegal, may subject \_\_\_\_\_ to liability, or which may violate this AUP. \_\_\_\_\_ may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of either access to the Services and/or \_\_\_\_\_ account or other actions as detailed below.

The following constitute violations of this AUP (this list is intended to be illustrative and not exhaustive; other uses may violate the AUP and \_\_\_\_\_ remains the sole and final arbiter of acceptable usage of its Services):

- **Illegal use:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- **Harm to minors:** Using the Services to harm, or attempt to harm, minors in any way.
- **Threats:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- **Harassment:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- **Fraudulent activity:** Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", unregistered sales of securities, securities fraud and "chain letters."
- **Forgery or impersonation:** Adding, removing or modifying identifying network, message, or article header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
- **Unsolicited commercial email/Unsolicited bulk email:** Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
- **Unauthorized access:** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of \_\_\_\_\_'s or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.
- **Copyright or trademark infringement:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- **Collection of personal data:** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- **Reselling the services:** Reselling the Services without \_\_\_\_\_'s authorization.



- **Network disruptions and unfriendly activity:** Using the Services for any activity which adversely affects the ability of other people or systems to use Services or the Internet. This includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the users's responsibility to ensure that their system is configured, operated, and used in a manner to avoid excessive consumption of network or system resources. It is the users's responsibility to ensure that their system is configured in a secure manner. A user may not, through action or inaction, allow others to use their system for illegal or inappropriate actions. A user may not permit their system, through action or inaction, to be configured in such a way that gives a third party the capability to use their system in an illegal or inappropriate manner.
- **High Volume, Server Hosting, and non-traditional end user activities:** The Services are intended for an end user's periodic active use of email, instant messaging, browsing the World Wide Web, and other typical end user activities. High volume data transfers, especially sustained high volume data transfers, are prohibited. Hosting a web server, IRC server, or any other server is prohibited. Accordingly, maintains the right to terminate any user's connection following the detection of any high volume data transfer, server hosting, or non-traditional end user activity as determined by .

requests that anyone who believes that there is a violation of this AUP direct the information to the property manager.

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

may take any one or more of the following actions, or other actions not listed, at 's sole discretion in response to complaints:

- Issue warnings: written or verbal
- Terminate the user's access
- Bill the user for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

reserves the right to revise, amend, or modify this AUP, and our other policies and agreements at any time and in any manner.

provides public access to the Internet. There are potentially serious security issues with any computer connected to the Internet without the appropriate protection. These security issues range from viruses, worms and other programs that can damage the user's computer to attacks on the computer by unauthorized or unwanted third parties. These parties, known commonly as "hackers" may attempt to penetrate the user's computer and download information from the user's computer. If the user has unprotected files on the computer, these files may be visible to hackers on the Internet, potentially

including parties with criminal intent. Hackers also exploit vulnerabilities in operating systems to cause malicious damage to a user's computer or even a whole company's network, up to and including the destruction or deletion of files or the re-formatting of drives. It is recommended that the user uses either a personal firewall or Virtual Private Network systems to protect this information.                advises the user that he/she should consult a security expert to determine whether there are any potential security holes in their computer's configuration.

SPECIFICALLY DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED THIRD-PARTY SECURITY BREACHES OR THE RESULTS THEREOF.                PROVIDES ACCESS TO THE INTERNET AND THE NETWORK ON AN "AS IS" BASIS WITH ALL RISKS INHERENT IN SUCH ACCESS. BY CONNECTING TO THE                NETWORK, THE USER ACKNOWLEDGES THE RISKS ASSOCIATED WITH PUBLIC ACCESS TO THE INTERNET OR DOCUMENT PRINTING AND HEREBY RELEASES AND INDEMNIFIES                FROM ANY DAMAGES THAT MIGHT OCCUR.

Acknowledgment of Resident:

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

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

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



The Internet might seem intimidating at first - a vast global communications network with billions of webpages. But in this lesson, we simplify and explain the basics about the Internet using a conversational non-technical style to make it understandable, useful, and enjoyable. There's no reason to be left out!

# Basic Internet Skills

Microsoft Windows PCs

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[www.NetLiteracy.org](http://www.NetLiteracy.org)



## What the Internet is:

The Internet, the web, cyberspace, and the 'net are all terms that generally mean the same thing, in this case, we will call it the Internet. The Internet is a **NET**work of computers, all over the world, **INTER**connected to each other and available to any individual. The Internet is used for many different activities including shopping, communicating, learning, and distributing information.



Unfortunately, you cannot open a door to a house and walk outside to “go into the Internet.” Computers are a primary tool you’ll utilize to use the Internet. The Internet is somewhat difficult to describe because you cannot touch it (in a way similar to software). It seems invisible—only computers can see it – and you can see it through a computer. Sometimes the Internet is best described in comparison to a library. The Internet is made up of many individual components, just like a library is made up of many books. The Internet’s components have even more individual parts, just like a book has pages.

## Changing Constantly:

The Internet is a useful source of information about news, sports, and entertainment because it changes along with the minute-by-minute events that occur in the world brings. This might seem confusing. However, it is not

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

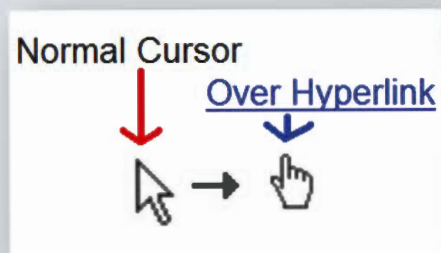




## Purpose / Content of Websites

On the Internet, there are many websites. These are usually made for one specific purpose; they range from informing you about the news to teaching you how to cook.

The best analogy of a website is a comparison to an entire book or an entire newspaper. Websites are made up of “pages,” just like newspapers and books.



Websites are usually independent, however sometimes they are linked together by hyperlinks (also called links) that allow you to jump from one website to another website. These links allow you to “turn the page,” and move around on the Internet. They are usually underlined and blue, however they can be any color and or even a picture. How

do you identify a hyperlink? When your mouse hovers over a hyperlink, the arrow changes into a pointing hand.

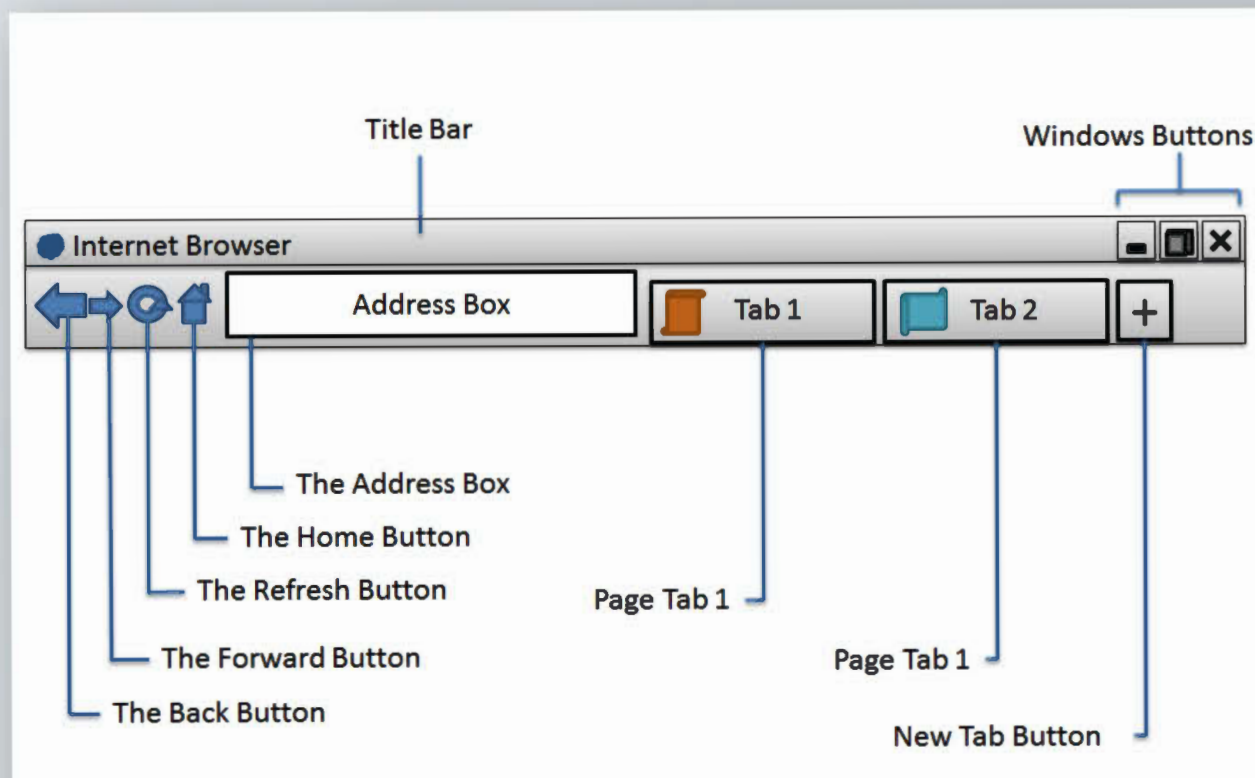
Webpages are what you see and read on the Internet. They are primarily made up of text (words), digital media (pictures, movies, and music), and hyperlinks. The Internet, unlike a book or newspaper, is in no order, and can seem slightly confusing at first. However, there are tools on the Internet that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





## Applications to Access the Internet

On the computer, you use a program to see the Internet. The program is called a web browser — you “browse” the web with it. Some common brands of web browsers include Internet Explorer, Firefox, and Chrome. They serve the same purpose, navigating the internet, and also have many of the same buttons. For instance, we will take a look at a generic browser’s buttons. You will use these buttons to navigate around the Internet. Sometimes extra buttons might be added, while other times, buttons might have been moved around on the toolbar. If you cannot find a button, just ask someone (they seem to be pretty tricky when they hide from you).





## The Buttons

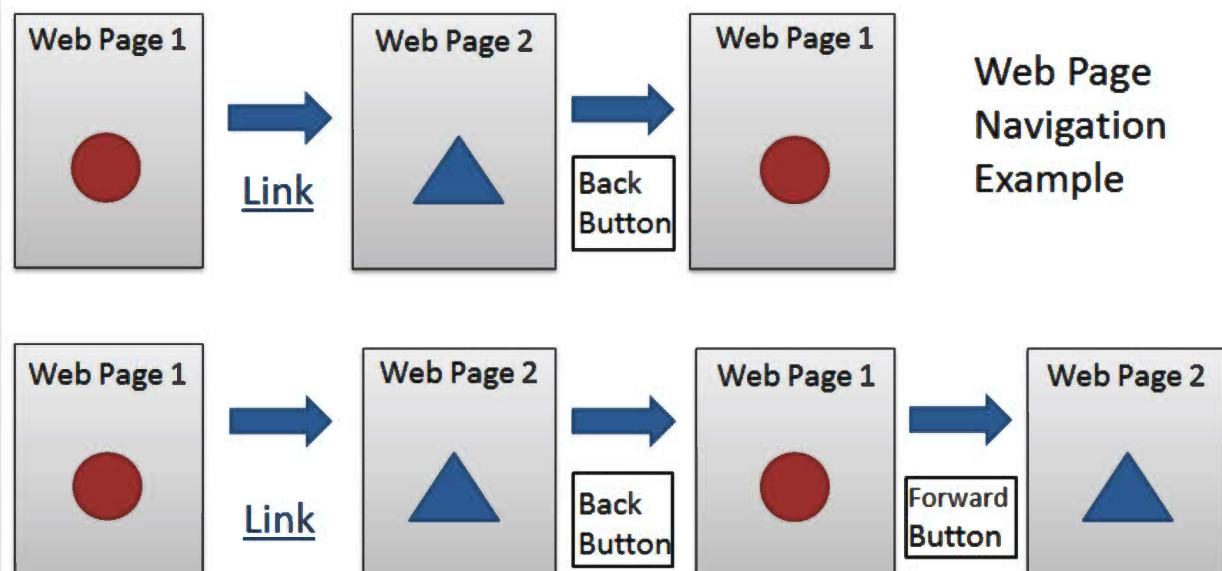
**The Back Button** – This button allows you to return to the last webpage that you last visited. It is most often used if you accidentally click on a link and wish to return to your previous page.

**The Forward Button** – If you clicked the back button, you don't have to hunt for the hyperlink on the webpage to return to the previous webpage. Just click on the forward button to return to the previous page that you were at before you pressed the back button.

Note: If the forward button is "grayed out" and when you click on it, nothing happens, this means that it is disabled.

**The Refresh Button** – This button is useful if you are looking at pages that contain content that is updated more frequently, such as the news, sports scores, or the weather. By clicking on the refresh button, the web page loads again, and is updated with the latest information.

**The Home Button** - When you open your web browser, the first website that is displayed is your **homepage**. You can change your homepage to fit your preferences. When you click on the home button, it takes you to your homepage.







## The Address Box

**The Address Box** – This displays the URL of a webpage. URL stands for Universal Resource Locator, which is a unique address for each webpage – just like your own home’s address is unique. You can type a specific URL into the address box by left clicking in the box once and then typing. Although URLs are all different, they share common characteristics. The basic diagram of a URL is shown below.



http://www.google.com

**Http://** - Begins most web addresses. Tells the internet browser what protocol to use.

**www** - Stands for “World Wide Web.” Most web addresses have it although it is not necessary. It indicates a web page.

**.** (dot) - Separates parts of the address so it does not all run together and the computer can distinguish the different parts of the address.

**Domain name** - Example: “Google” - A series of numbers, letters or hyphens “-” that identifies the owner of the address.

**“.”** (dot) - See previous Definition

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

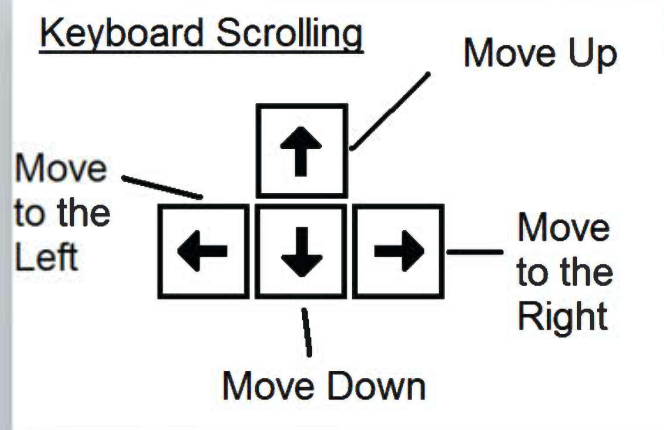
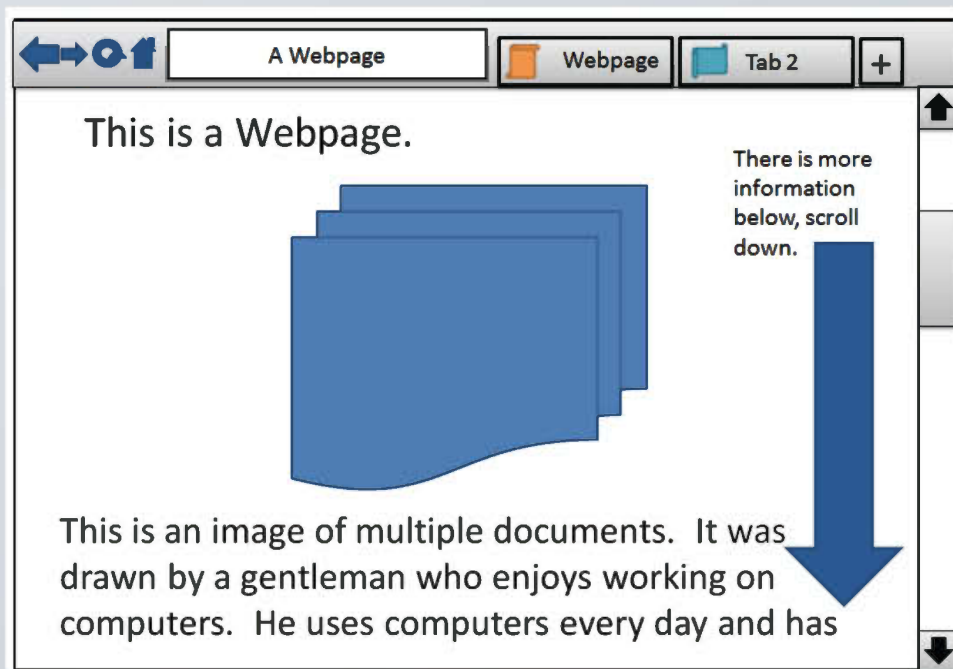
Important: Make sure you spell everything correctly. Addresses are very specific and if typed incorrectly, they will direct you to the wrong website. If this happens, simply use your back arrow to return to the previous webpage.





## Scrolling on Webpages

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



## Pop Up Advertisements



On the Internet, there are things that help you and things that can make you aggravated. One aggravation is the **Pop Up Ad**. These advertisements are created by aggressive marketers who want you to see their “amazing” product and buy it. Pop ups create their own window and usually appear on top of the information that you are interested in. If you click on a pop up ad, it will take you away from the information you are looking at. If you see a pop up ad, click the X at the top right of the window to close it.



Another type of advertisement is the **Banner**. Banner ads show up at the top of a website or on the side of a website. As a beginner, it's generally wiser to ignore banner advertisements unless you are familiar with the company.



## Searching the Internet

Because there are so many things on the Internet, it is frequently hard to locate exactly what you are looking for. Search engines such as Google ([www.google.com](http://www.google.com)) are very helpful and allow you search the Internet.

A search engine is a Website used to search for information on the World Wide Web. Google first collects websites using a computer program (called a



wanderer, crawler, robot, worm, or spider). Then Google creates an index of these sites so they are searchable. There are many search engines that are available - we use Google for purposes of instruction because most people use it.

### Performing a search in Google (See Next Page for Picture)



1. Go to Google by typing [www.google.com](http://www.google.com) in the URL address box (see page 5). Google is also one of the fastest search engines and provides some of the best results.
2. Next type your topic or key words (words closely related to your topic) into the box under the Google logo.
3. Press Enter or click "Google Search"
4. The next page that will appear is your search results page. This page lists the first few results from your search. Click on one of the page title that has an interesting description or seems most relevant.
5. If you are not satisfied with that website, click the back button and try a different website. If you still cannot find a good website, try searching by using different terms in the search box at the top of the webpage.

### Google Searching Tips

Google will return pages that include all of your search terms. There is no need to include the word "and" between terms. For example, to look for information about parks in Cincinnati, simply type "Cincinnati parks."

Google is not case sensitive. Typing "United States" is the same as typing "UNITED STATES" or "united states."

The more words you include in your search, the more specific your search will be and the more relevant your search results will be.



## Internet Glossary

**Browser** – A software program that allows Internet documents (like webpages) to be viewed, also called a Web Browser.

**Cyberspace** – The world of computer networks.

**Domain Name** – A unique name that identifies a specific computer on the Internet.

**Download** – A term for transferring software or other files from one computer to another.

**Email** – Electronic Mail – Messages sent from one specific user to another using the Internet.

**Email address** – The way a specific user is identified so that they may receive email. An email address can be identified by the “@” sign. E.g., Support@seniorconnects.org

**Home Page** – The first page of a Website, similar to a table of contents.

**HTML** – HyperText Markup Language- A computer language used to make hypertext documents that are sent via the World Wide Web and viewed using a Browser.

**HTTP** – HyperText Transfer Protocol – The way that hypertext documents are transferred over the Internet.

**Hypertext** – A way of presenting information that allows words, pictures, sounds, and actions to be inter-linked so that you may jump between them however you choose.

**Link** – A word, phrase, or image that allows you to jump to another document on the World Wide Web.

**Search Engine** – A website that indexes and allows searching of information gathered from the Internet. Google is an example of this.

**URL** – Uniform Resource Locator – The entire address for a piece of information of the Internet. E.g., www.google.com

**Webpage** – A hypertext document available on the World Wide Web.

**Website** – A collection of webpages.

**World Wide Web** – A collection of resources available on the Internet using a web browser.

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

## JCOC 3H Housing, LLC

### Marketing Plan

JCOC 3H Housing, LLC will provide the new construction of thirty-eight (38) efficiency units in Virginia Beach, Virginia. The units will consist of all Single Room Occupancy (SRO) with a focus on Permanent Supportive Housing serving very low-income and homeless persons in the community. The site layout includes one single, three-story building with a total of 22,000 square feet. Six units are designed to meet Section 504 accessibility requirements, and all 38 units are designed to meet Universal Design criteria for accessibility. The project will also include an accessible community room for residents. Judeo-Christian Outreach Center, Inc. ("JCOC"), a Virginia Beach-based nonprofit organization focused on housing, services, food insecurity and other related matters, is the project sponsor and developer. JCOC will either become certified or retain an experienced, VHDA-certified property manager for the project, and the firm will be chosen prior construction closing.

The City of Virginia Beach has committed 38 Project Based Vouchers under their Section 8 program to the JCOC 3H Housing project. JCOC and/or the to-be-selected property manager will coordinate marketing efforts for the project with the City of Virginia Beach's Section 8 administrative office. Marketing efforts will be documented and will include marketing both to persons with developmental disabilities and provide a first leasing preference to members of other targeted populations having state rental assistance and identified in inter-agency MOUs and referred to the development by an Authority-approved referral agency, such as a Community Service Board, unless prohibited by the federal subsidy program. Due to the project being under agreement with the City's Section 8 program, all marketing, leasing, networking and other related efforts will run through the City's Department of Housing and Neighborhood Preservation department unless advised otherwise. The JCOC organization will also maintain waitlists for persons with disabilities meeting the criteria of the project on an ongoing basis.

The project's fully accessible units will be set aside for persons with disabilities for 60 days, and marketing efforts undertaken during this time will be documented. If any of the units become vacant after initial occupancy, these units will again be set aside and marketed for households with disabilities. Should any of the accessible units exceed the 60 day timeframe, the owner or manager may submit evidence of marketing to VHDA's compliance manager to request approval to rent the unit to an income-qualified household not a part of the target population.

Marketing efforts for accessible apartments will include the following:

- Advertising their availability on [www.virginiahousingsearch.com](http://www.virginiahousingsearch.com)
- Notifying the City of Virginia Beach's Section 8 Housing Choice Voucher program/waitlist via the City of Virginia Beach's Department of Housing and Neighborhood Preservation

## **JCOC 3H Housing, LLC**

### **Marketing Plan**

- Notifying additional local organization(s) who work with person(s) who may need accessible apartment units as permitted by the City of Virginia Beach.

A more detailed marketing plan will be prepared once a property manager is selected and construction is underway.

#### **Contacts:**

Todd Walker, Executive Director  
Judeo-Christian Center Outreach, Inc.  
[twalker@jcoc.org](mailto:twalker@jcoc.org)  
757-491-2846

Ruth Hill, Director  
Department of Housing and Neighborhood Preservation, Virginia Beach  
[rdhill@vbgov.com](mailto:rdhill@vbgov.com)  
757-385-5752



# **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:** Judeo-Christian Outreach Center

**Name of SWaM Service Provider:** Virginia Fundraising Consultants

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.

Services: Judeo-Christian Outreach Center has retained Virginia Fundraising Consultants for the purposes of:

- Implementation of and coordination of the Help. Hope. Healing campaign to include:
- Providing advice and strategy
- Supporting the identification, cultivation, research and solicitation of lead and major gifts
- Serving as liaison with Honorary and Campaign Committee co-chairs and committee
- Coordination of committee and planning meetings
- Facilitation of fundraising training
- Implementation of moves management and creation of individual solicitation plans
- Coordination of individual solicitations, including providing background reports and research
- Providing suggestions for and collaboration on campaign events
- Creating strategies and providing support on preparation of campaign materials
- Supporting the tracking and recognizing of gifts and naming opportunities
- Preparation of all campaign documents, including reports, prospect lists and follow-up
- Benchmark setting and action items

Term: Contract shall begin on July 1, 2021, and continue through June 30, 2022, for Phase II and III, with an option to continue services for Phase IV, on mutual consent of both parties

3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWaM Program. *Pending Approval*
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:

\_\_\_\_JCOC 3H Housing, LLC\_\_\_\_\_  
Name of Applicant

  
Signature of Applicant

Todd Walker, President of JCOC 3H Housing Managing  
Member, Inc., Managing Member

\_\_\_\_\_  
Printed Name and Title of Authorized Signer

#### SWAM CERTIFIED SERVICE PROVIDER:

Virginia Fundraising Consultants  
Name of SWaM Certified Service Provider

  
\_\_\_\_\_  
Signature of SWaM Certified Service Provider

Virginia Thumm, President  
Printed Name and Title of Authorized Signer