

Exhibit A to RFA 2019-106- Housing Credit and SAIL Financing for the Development of Housing for Homeless Persons

1. Applicant Certification and Acknowledgement

Provide the Applicant Certification and Acknowledgement form, executed by the Authorized Principal Representative, as **Attachment 1**.

2. Demographic Commitment

a. Homeless Individuals and Families Demographic Commitment, as described in Section Four.

At least 50 percent, but less than 80 percent, of the total units will be set aside for Homeless individuals and families; and at least 15 percent of the total units for Persons with Special Needs, (which may be the same units set aside for Homeless individuals and families)

At least 80 percent of the total units will be set aside for Homeless individuals and families; and at least 15 percent of the total units Persons with Special Needs, (which may be the same units set aside for Homeless individuals and families)

b. The Applicant must select at least one box from options (1) through (5) below that specifies the defined Persons with Special Needs population(s) that the Applicant proposes to serve. The Applicant may serve more than one of the populations below.

(1) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a Disabling Condition that currently impairs or is likely to impair their physical mobility;

(2) Persons receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits;

(3) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a Disabling Condition that neither currently impairs nor is likely to impair their physical mobility, such as persons with a mental illness;

(4) Young adults formerly in foster care who are eligible for services under Section 409.1451(5), F.S.; and/or

(5) Survivors of domestic violence as defined in Section 741.28, F.S.

c. As further explained in Section Four A.2.c of the RFA, the Applicant must describe the Homeless and Persons with Special Needs population(s) to be served. The Applicant's

description(s) is limited to no more than two typed pages within the text box below.

The proposed development, Village of Valor, is designed to serve homeless and at-risk veterans and their families. Fifty percent of the units at Village of Valor will be set aside for homeless individuals and families, and 20% of the total units will be set aside for persons receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program, or veterans' disability benefits.

According to the United States Census Bureau, almost 3.8 million US Veterans currently experience some form of disability. Of these, around 1.1 million have a Veterans Administration disability rating of 70% or higher, meaning their condition prevents them from working or living normally. The veterans that will become residents of the proposed development are struggling with Post Traumatic Stress Disorder (PTSD), Traumatic Brain Injury (TBI), mental health disorders, addiction, physical limitations and because of the struggle have become homeless or at risk of being homeless. Many of these veterans are direct referrals from West Palm Beach VAMC and are receiving Veterans Administration benefits or benefits under the SSDI/SSI programs.

The Ten-Year Plan to End Homelessness (the "Ten-Year Plan") was adopted by the Palm Beach County Board of Commissioners in September 2018. Goal Six of that plan was to Secure a Stable Stock of Accessible/Affordable Housing. According to the Ten-Year Plan, "Homeless individuals and families often present with an array of challenges and needs, for which various housing strategies and accommodations are necessary. Offering permanent housing options along with supportive services through the Housing First methodology is the ideal model for ending homelessness. It is imperative to identify, secure and/or develop a dependable stock of affordable, accessible and safe housing options that can serve our homeless population. These various strategies should include transitional, permanent supportive, rental and homeownership options." The 5-year update to the Ten-Year Plan to End Homelessness in Palm Beach County, issued September 2013, indicated that 552 veterans were served by the Homeless Continuum of Care, of these 207 were chronically homeless, which represented over 38% of the veteran population. The 2018 Point in Time Count (PITC) indicates that the number of homeless veterans and their families has increased by 73%. The Five-Year Update proposed a continued focus on the development of permanent supportive housing.

The proposed development will set aside 15 percent of its total units as fully accessible units in accordance with the 2010 ADA Standards for Accessible Design, and an additional 5 percent of the total units to be accessible to persons with visual and hearing impairments in accordance with the 2010 ADA Standards for Accessible Design. These design components are meant to improve mobility and function for many members of this population faced with significant disabilities.

The development will apply the Housing First model, as prioritized by Palm Beach County in the Ten-Year Plan. Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.

The residents of set-aside units are considered as having “co-occurring needs” or “dual needs,” meaning that they fall into multiple sub-population categories. The Five -Year Update states “For the homeless individual, a co-occurring needs status is particularly difficult. Managing multiple appointments, accessing transportation between facilities, and making decisions when advice or information given by multiple providers is conflicting can exponentially increase one’s anxiety over an already stressful situation. An umbrella system of service management for those with co-occurring or dual needs is needed in order to streamline the use of valuable resources, eliminate duplication of services and ensure that the various needs related to each of an individual’s multiple issues is being optimally met.”

Village of Valor provides this umbrella system of support through intense coordination with the Continuum of Care and the delivery of on-site services through the First Stop Resource Center to be located on site. Services will be coordinated to provide an integrated approach to stabilization, education and successful realization of goals, which will address the specific housing needs of the set-aside population. Residents will have access through supportive services located on-site at the proposed development. Those services include case management, assistance with applying for public benefit, a development plan with realistic goals, daily scheduled transportation to and from West Palm Beach VAMC for medical/mental health appointments and/or to apply for benefits, reduced or complimentary monthly bus passes for transportation needs, on-site appointments with VA Liaison, etc.

Because of the population served, the application of the Housing First Model in accordance with written standards, and the concentrated coordination of services through the Continuum of Care, Village of Valor will address the written housing priorities of the Ten-Year Plan and the Five-Year Update. Village of Valor will be community that promotes an environment where residents receive encouragement, support and services to improve their quality of their lives.

3. Contact Person, Applicant, Developer, and Management Company

a. Applicant

(1) Name of Applicant:

Village of Valor, LTD

(2) Provide the required documentation to demonstrate that the Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline as **Attachment 2**.

(3) Non-Profit Applicant qualifications

Does the Applicant or the General Partner or managing member of the Applicant meet the definition of Non-Profit as set forth in Rule Chapter 67-48, F.A.C. or Rule Chapter 67-21, F.A.C.?

Yes

If “Yes”, provide the required information for the Non-Profit entity as **Attachment 3**.

(4) Homeless Assistance Continuum of Care Requirements for All Applicants

Provide documentation that the Applicant informed the jurisdiction’s Local Continuum of Care lead agency head of its intent to apply for funding to develop housing pursuant to this RFA must be submitted as **Attachment 4**.

b. General Developer Information

(1) Name of each Developer (including all co-Developers):

KSM Holdings Florida, LLC

(2) For each Developer entity listed in question (1) above (that is not a natural person), provide, as **Attachment 5**, the required documentation demonstrating that the Developer is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.

(3) General Development Experience (5 Points)

(a) To be eligible for funding, for each experienced Developer entity, provide, as **Attachment 5**, the required prior experience chart for at least one experienced natural person Principal of that entity.

(b) To receive five points, the Applicant must meet the Development Experience Withdrawal Disincentive criteria.

c. Principals Disclosure for the Applicant and for each Developer (5 points)

(1) Eligibility Requirement

To meet the submission requirements, the Applicant must upload the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16) (“Principals Disclosure Form”) with the Application and Development Cost Pro Forma, as outlined in Section Three of the RFA.

(2) Point Item

Applicants will receive 5 points if the uploaded Principal Disclosure Form was stamped “Approved” during the Advance Review Process provided (a) it is still correct as of Application Deadline, and (b) it was approved for the type of funding being requested (i.e., Housing Credits or Non-Housing Credits).

d. General Management Company Information

Name of the Management Company:

Volunteers of America Florida
Travis Brown
405 Central Avenue, Suite 100
St. Petersburg, FL 33701
Office: 912-210-7513

e. Contact Person

(1) Authorized Principal Representative contact information (required)

Name: Kathy Makino
Organization: KSM Holdings Florida, LLC
Street Address: 3175 South Congress Avenue Ste 310
City: Palm Springs
State: Florida
Zip: 33461
Telephone: 734-905-8323
E-Mail Address: kathy@shelbornedevelopment.net

(2) Operational Contact Person information (optional)

Name: Jill Ferrari
Organization: Shelborne Development
Street Address: 8445 East Jefferson
City: Detroit
State: Michigan
Zip: 48214
Telephone: 313-348-7236
E-Mail Address: iferrari@shelbornedevelopment.net

4. General Proposed Development Information

a. Name of the proposed Development:

Village of Valor

b. Development Category

(1) Select the Development Category

New Construction

*For purposes of SAIL funding, Rehabilitation includes Substantial Rehabilitation.

(2) The Development Category requirements are outlined in Section Four.

c. Select the Development Type

Mid-Rise, 4-stories

- d. Enhanced Structural Systems Construction Qualifications

Does the proposed Development meet the requirements to be considered Enhanced Structural Systems Construction as outlined in Section Four A.4.d. of the RFA?

Yes

5. Location of proposed Development

- a. County: Palm Beach
- b. Address of Development Site:

2431, 2441, 2559 and 2650 2nd Avenue North, Lake Worth FL 33461

- c. Does the proposed Development consist of Scattered Sites?

No

- d. Latitude and Longitude Coordinates

- (1) Development Location Point

Latitude in decimal degrees, rounded to at least the sixth decimal place
26.619246

Longitude in decimal degrees, rounded to at least the sixth decimal place
-80.082585

- (2) If the proposed Development consists of Scattered Sites, identify the latitude and longitude coordinate for each site, rounded to at least the sixth decimal place:

[Click here to enter text.](#)

Developments are limited to three Scattered Sites.

6. Units

- a. Total number of units in the proposed Development: 157
- b. Provide the number of new construction units and rehabilitation units

100% New Construction

If “Combination of new construction and rehabilitation units” is selected, state the quantity of each type:

[Click here to enter text.](#) new construction units

[Click here to enter text.](#) rehabilitation units

- c. The Applicant must indicate which of the following applies to the Development site as of Application Deadline:

There are no existing units

- d. Set-Aside Commitments

- (1) Select one of the following minimum set-aside commitments:

Average Income Test

- (2) Total Set-Aside Breakdown Chart

- (a) Applicants committing to the minimum set-aside commitment of 20 percent of the total units at 50 percent of the Area Median Income or less or 40 percent of the total units at 60 percent of the Area Median Income or less must complete the following chart:

Total Set-Aside Breakdown Chart	
Percentage of Residential Units	AMI Level
Enter Number %	At or Below 25%
Enter Number %	At or Below 28%
Enter Number %	At or Below 30%
Enter Number %	At or Below 33%
Enter Number %	At or Below 35%
Enter Number %	At or Below 40%
Enter Number %	At or Below 45%
Enter Number %	At or Below 50%
Enter Number %	At or Below 60%
Enter Number %	Total Set-Aside Percentage

- (b) Applicants committing to the Average Income Test must complete this chart:

Total Set-Aside Breakdown Chart	
Number of Residential Units	AMI Level
Enter Number	At or Below 20%

<u>32</u>	At or Below 30%
<u>Enter Number</u>	At or Below 40%
<u>Enter Number</u>	At or Below 50%
<u>57</u>	At or Below 60%
<u>Enter Number</u>	At or Below 70%
<u>36</u>	At or Below 80%
<u>32</u>	Market Rate Units
58.08 % (Total Set-Aside Percentage)	

Note: The Development Cost Pro Forma includes an Average Income Test worksheet to assist Applicants in this calculation. If the Total Set-Aside Breakdown Chart reflects that the Average AMI of all Set-Aside Units exceeds 60 percent, and/or if the number of Set-Aside Units set aside at 30 percent AMI or less, is not equal to or greater than the required ELI commitment, and/or the overall Set-Aside Commitment requirement is not met, the Application will not be eligible for funding.

e. Unit Mix Chart

Number of Bedrooms per Unit	Number of Baths per Unit	Number of Units per Bedroom Type	Number of Units that are ELI Set-Aside Units
<u>1</u>	<u>1</u>	<u>44</u>	<u>8</u>
<u>2</u>	<u>2</u>	<u>90</u>	<u>13</u>
<u>3</u>	<u>2.5</u>	<u>23</u>	<u>3</u>
<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>

f. Number of Buildings

Number of anticipated residential buildings: 4

7. Readiness to Proceed

a. Site Control

Provide the required documentation to demonstrate site control as **Attachment 6**.

b. Ability to Proceed documents

(1) Provide the required documentation to demonstrate zoning as **Attachment 7**.

- (2) Provide the required documentation to demonstrate availability of electricity as **Attachment 8.**
- (3) Provide the required documentation to demonstrate availability of water as **Attachment 9.**
- (4) Provide the required documentation to demonstrate availability of sewer as **Attachment 10.**
- (5) Provide the required documentation to demonstrate availability of roads as **Attachment 11.**

8. Construction Features

- a. Federal requirements and State Building Code requirements for all Developments are outlined in Section Four.
- b. General feature requirements for all Developments are outlined in Section Four.
- c. Accessibility feature requirements for all Developments, including Level 1 and Level 2 Accessibility Requirements, are outlined in Section Four.
- d. Green Building Features:
 - (1) Green Building feature requirements for all Developments are outlined in Section Four.
 - (2) Applicants of proposed Developments with the Development Category of New Construction must commit to achieve one of the following Green Building Certification programs described in Section Four.
 - (3) Proposed Developments with the Development Category Rehabilitation, with Acquisition, must select enough of the following Green Building Features so that the total point value of the features selected equals at least 10, in addition to committing to the required Construction Features listed in Section Four.
 - Programmable thermostat in each unit (2 points)
 - Humidistat in each unit (2 points)
 - Water Sense certified dual flush toilets in all bathrooms (2 points)
 - Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect (2 points)
 - Energy Star certified roof coating (2 points) *
 - Energy Star certified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles) (3 points) *
 - Eco-friendly cabinets – no added urea formaldehyde and material must be certified by the Forest Stewardship Council, the Environmental

- Stewardship Program, or a certification program endorsed by the Programme for the Endorsement of Forest Certification (3 points)
- Eco-Friendly flooring for entire unit – Carpet and Rug Institute Green Label certified carpet and pad, FloorScore certified flooring, bamboo, cork, 80% recycled content tile, and/or natural linoleum (3 points)
- High Efficiency HVAC with SEER of at least 16 (2 points) **
- Energy efficient windows in each unit (3 points)
 - For all Development Types except Mid-Rise and High Rise: Energy Star rating for all windows in each unit;
 - For Development Type of Mid-Rise and High Rise:
 - U-Factor of 0.50 or less and a SHHG of 0.25 or less where the fenestration is fixed; and
 - U-Factor of 0.65 or less and a SHHG of 0.25 or less where the fenestration is operable (i.e., the window opens)
- Florida Yards and Neighborhoods certification on all landscaping (2 points)
- Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings (2 points)

*The Applicant may choose only one option related to Energy Star certified roofing.
**Applicants who choose high efficiency HVACs must meet the standards listed here, which exceed the minimum Green Building Features required of all Developments Section Four A.8. of the RFA.

9. Resident Programs

The Resident Community-Based Service Coordination requirements for all Applicants are outlined in Section Four.

10. Funding

a. Corporation Funding

- (1) Housing Credit Request Amount (annual amount): \$ 0
 - (a) The maximum Housing Credit request available is provided in Section Four A.10. of the RFA.
 - (b) Is the proposed Development the first phase of a multiphase Development?

No
 - (c) Basis Boost Qualifications
 - (i) Is the proposed Development a subsequent phase of a multiphase Development?

No

If "Yes", state the Corporation-assigned Application Number for the Development where the first phase was declared: [Click here to enter text.](#)

- (ii) Are any buildings in the proposed Development located in a SADDA?

No

If "Yes", provide the SADDA ZCTA Number(s): [Click here to enter text.](#)

(The Applicant should separate multiple SADDA ZCTA Numbers by a comma.)

- (iii) Is the proposed Development located in a non-metropolitan DDA?

No

- (iv) Is the proposed Development located in a QCT?

Yes

If "Yes", indicate the QCT Number: 0045

HC equity proposal must be provided as **Attachment 12**.

- (2) Total SAIL Request Amount

(a) Applicant's SAIL Request Amount: \$ 5,515,000

(b) Applicant's ELI Loan Request Amount: \$ 0

- (3) Other Corporation Funding:

- (a) If a PLP loan has been awarded for this Development, provide the following information:

Corporation File #
Click here to enter text

Amount of Funding
\$ Click here to enter text

- (b) If any other Corporation funds will be incorporated as a source of financing for the proposed Development, provide the information in the chart below:

Corporation Program	Corporation File No.	Amount of Funding
SAIL	Enter file No.	\$ Enter file No.
HOME-Rental	Enter file No.	\$ Enter file No.
MMRB	Enter file No.	\$ Enter file No.
EHCL	Enter file No.	\$ Enter file No.

b. Non-Corporation Funding Proposals

The Applicant must attach all funding proposals executed by the lender(s) or by any other source. Insert the documentation for each source as a separate attachment to Exhibit A as **Attachment 13**.

c. Development Cost Pro Forma

To meet the submission requirements, the Applicant must upload the Development Cost Pro Forma with the Application and Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16) ("Principals Disclosure Form"), as outlined in Section Three of the RFA.

d. Qualifying Financial Assistance Funding Preference

(1) Cash Funding Equals at Least 3 Percent of the Eligible SAIL Loan Amount

To qualify through Cash Funding, the Applicant must state the amount of Qualifying Financial Assistance Funding below and provide the funding proposal that meets the requirements. Qualifying Financial Assistance Funding for which acceptable funding proposals are not provided will not be counted as a source of funding or as Qualifying Financial Assistance Funding.

- (a) The Applicant has Received* the following amount to be used as a source of funding for the proposed Development \$ [Click here to enter text.](#)
- (b) The following amount is an Approved* source to be used as a source of funding for the proposed Development \$ 26,719,474
- (c) The following amount is a Pending* source to be used as a source of funding for the proposed Development \$ 2,270,698
- (d) The total amount of Cash Funding is \$ 28,990,172
(a) + (b) + (c)

If (i) the amount in (d) is equal to at least 3 percent of the Applicant's Eligible SAIL Request Amount (exclusive of the Eligible ELI Loan Request Amount); and (ii) the qualified funding proposals demonstrate Cash Funding for an amount that is equal to at least 3 percent of the Applicant's Eligible SAIL Request Amount (exclusive of the Eligible ELI Loan Request Amount), the Applicant will receive preference in the funding selection process.

*Received Cash Funding represents funding that the Applicant has collected and deposited. Approved Cash Funding represents funding that the provider of the

funds has committed or agreed to provide, but the Applicant has not yet received. Pending Cash Funding represents all sources of funding the Applicant believes will be obtained, but which have not yet been committed to the Applicant.

(2) Qualifying though Donation of Land

Does the Application qualify for the Qualifying Financial Assistance Preference by meeting the requirements stated in Section Four for Donation of Land by a Local Government?

No

e. Per Unit Construction Funding Preference:

Does the proposed Development qualify for the Per Unit Construction Funding Preference?

Yes

B. Addenda

The Applicant may use the space below to provide any additional information or explanatory addendum for items described in Section Four, A. above. The Addenda section of Exhibit A may not be used to provide any additional information or explanatory addendum for items described in Section Four, C. below. Please specify the particular item to which the additional information or explanatory addendum applies.

The project has received approval for 4% LIHTC credits and Multi Family Mortgage Revenue Bonds through the Palm Beach County Housing Finance Authority. Therefore, this RFA response is limited to SAIL funds to fill the last remaining gap on the project.

The Village of Valor project is the result of a shared vision between long-time affordable housing developer Kathy S. Makino-Leipsitz and former U.S. Army veteran and CNN Hero of the Year, Roy J. Foster and his organization Faith*Hope*Love*Charity, Inc.

Roy Foster and the late Donald Reed, also a former homeless veteran, co-founded Faith*Hope*Love*Charity, Inc. in 1994 with the vision to provide housing to veterans who suffer from homelessness. Their goal was to end homelessness in the veteran community. They began by providing emergency and transitional housing, along with support services for those struggling with addiction, mental illness, PTSD, traumatic brain injuries, and physical limitations. Over the past 25 years, FHLC has grown to include various programs offering financial assistance for housing, child care, and job training and placement services.

Kathy S. Makino-Leipsitz has over 37 years of experience developing quality affordable housing that is designed to meet the needs of specific low-income and special needs communities. Through her company in Detroit, Shelborne Development, Kathy has successfully completed over 1,300 units of multi-family housing. Kathy is keenly focussed on creating comprehensive developments that address multiple needs for the community and successfully break down barriers to success.

Village of Valor will be designed to provide safe, quality, affordable housing along with on-site support services to our military heroes and their families and others who are experiencing homelessness. This partnership is uniquely situated to deeply comprehend the needs of this population and deliver a comprehensive supportive housing solution that enables residents to achieve individual outcomes.

C. Narrative Scoring

1. Operating/Managing Experience (Maximum of 40 points)

As further explained in Section Four, the Applicant must identify the entity or entities that will carry out operations and management functions at the Development and describe its experience in managing developments, including performing operations and management functions specific to the needs of the intended tenants. The Applicant's description is limited to no more than two typed pages within the text box below.

The Applicant (Village of Valor, LTD) is a partnership between KSM Holdings Florida, LLC and Faith*Hope*Love*Charity, Inc. The Applicant owns the property and be responsible for the management of the real estate development and construction, and all compliance reporting required for housing credits and other funding sources required during operation. Property Management will be conducted by Volunteers of America of Florida (VOA Florida) ("Property Manager"). Supportive services will be provided by Faith*Hope*Love*Charity, Inc. ("Service Provider").

The Property Manager will handle all leasing, lease enforcement and rent collections, as well as ensure reasonable accommodations for persons with disabilities, and all safety and security measures. Case management, supportive services, community events and benefits will be managed by the Service Provider. Compliance issues and long-term asset management issues will be managed by the Applicant as owner of the development. The Applicant, Property Manager and Service Provider will work in close proximity and will coordinate activities through routine meetings and shared technology.

Volunteers of America of Florida is recognized as the largest provider of property management for homeless veterans in Florida, serving 13 communities from Pensacola to Key West. They offer male and female veterans with special needs and their families safe, clean and affordable housing and the vital support services needed to survive. VOA has extensive experience housing veterans experiencing or at-risk of homelessness, frail and elderly veterans, and veterans with emotional, mental and substance abuse issues. For twenty-four years, VOA Florida has responded to Florida's communities-in-need with affordable housing and behavioral health care, training, education, employment, with extensive experience managing properties that are designed for homeless and disabled veterans. Agency capacity and experience is demonstrated by the forty affordable supportive housing projects in Florida comprising over 2,800 units, with an average size of approximately 100 units.

VOA Florida has developed a support system of established policies and procedures that guide property management and the integration of supportive services, while maintaining compliance, a continuous quality improvement and asset and risk management system, integrated technology and telecommunications, and comprehensive human resources as well as ongoing training and educational opportunities that enable staff members to stay current with programs, policies, procedures, and government regulations.

The First Stop Resource Center, to be housed onsite, will include space for property management staff to perform intake and screening activities that will be coordinated with the Service Provider. General property management offices will be housed in this space as well as spaces for case management and supportive service delivery. The physical building and property, including common spaces, will be maintained by the Property Manager. Service delivery will be programmed in these spaces by the Service Provider.

In alignment with the Housing First Model, this development's policies are being designed to screen-in rather than screen-out applicants. Housing First is designed to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Supportive services

are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry. The policies are aligned with providing housing to persons with the greatest barriers, such as having very low income, poor rental history and past evictions, poor or no credit, and/or criminal histories. This development's resident selection policies will prioritize people who have the highest housing and service needs.

Key elements of Housing First that will be applied at the site include the following;

- Service participants are not expected to “graduate” through a continuum before accessing permanent housing
- Safe and affordable housing with few to no programmatic prerequisites
- Low barrier admission policies
- Rapid and streamlined entry into housing
- Improved quality of life, health, mental health, and employment can be achieved through housing
- Right to determination, dignity and respect
- Configuration of housing and services based on participants needs and preferences

Specific policies for tenant intake and screening, aligned with Housing First, are being jointly developed by VOA Florida and Faith*Hope*Love*Charity, Inc. to maximize the coordination between the entities and are further described in this application. The key principals of the Housing First model will drive the development and implementation of all management and service delivery policies and procedures. Policies and procedures will be reviewed and improved upon annually.

The Applicant will set yearly goals and objectives for the property with significant input from both the Property Manager and the Service Provider. Yearly goals and objectives will focus on compliance, financial performance, occupancy, accessibility, response to resident needs, and energy efficiency. The Property Manager and Service Provider will collect resident data to inform these goals and objectives and will actively participate in initiatives designed to improve these areas. The Service Provider will be responsible for developing a case plan for eligible residents upon intake that is modified routinely through case management. These individual plans will drive the targeted outcomes for residents. Routine meetings and reporting will provide information on progress toward overall goals.

Staff members of all entities receive routine training and learn how to access appropriate regulations, procedures and policies as well as maintain required documentation. Ongoing contract compliance monitoring sessions ensure satisfactory annual management reviews as well as positive performance outcomes for each participant in supportive service programs. The Applicant, Property Manager and Service Provider are all dedicated to affirmatively furthering equal opportunity and fair housing eliminating barriers due to religion, race, national or ethnic origin, color, sex, sexual orientation, disability, political affiliation, or limited English proficiency.

2. Access to Community-Based Services and Resources (Maximum 55 Points)

a. Access to community-based general services

As further explained in Section Four, describe the community-based general services that will be accessible to tenants, such as shopping for groceries, medicine, clothing, and other household and personal items. (Up to 20 Points)

The Applicant's description(s) is limited to no more than two typed pages within the text box below.

2. Access to Community-Based Services and Resources

a. Access to community-based general services

Village of Valor will encompass three adjacent parcels of land commonly known as 2431, 2441 and 2559 2nd Avenue - Lake Worth, Florida. The proposed development is ideally located for the target population because of its close proximity to services and amenities. The project is located within the following distances from community-based general services:

-.67 miles from a full-service grocery store

-.86 miles from the Lake Worth Tri-Rail station

-.9 miles from a full-service medical facility

-.5 miles from the nearest public school

The Palm Beach County Public School System provides bus transportation for the children living in the proposed community. The school bus stops are located within a 15-minute walking distance. Tenants pursuing a higher education or trade may choose to attend to Palm Beach State College, which is within a 10-minute walk from the proposed development.

In accordance with the Housing First model, staff will provide an orientation to the surrounding neighborhood and other community resources within the first 7 days of the Participant being housed. A list and map of the following community-based services will be provided:

Public transit: location of the closest stop & schedule

-Grocery stores

-Discount stores or dollar stores

-Food banks

-Health related services (VAMC, other walk-in clinics; Hospital; Dentist; Optometrist, etc.)

-Community centers (onsite and offsite)

-Recreation centers (onsite and offsite)

-Places of worship

-Employment centers (onsite and offsite)

-Banks/Credit Unions

-Libraries

-Pharmacies

-Post-offices

-Low cost Internet Cafés

Residents requiring Physical and Behavioral health appointments off site will be assisted in securing transportation through Marta Bus services, located within a 5-minute walk. The bus is schedule every 20-30 minutes, Monday - Friday. For those residents unable to make the walk to the bus stop, transportation will be provided by the door-to-door services provided by Marta. The Case Manager will assist in arranging transportation. Most residents are eligible for a discounted monthly pass of \$15 or no charge depending on eligibility. Transportation for veterans to West Palm Beach VAMC will be provided at no charge for medical and behavior health appointments daily. Times of departures will be posted in the reception area of the First Stop Resource Center.

Other employment opportunities and training for eligible tenants are available through the First Stop Veteran's Resource Center, and its community partner, Career Source, funded through the Department of Labor and include Job Readiness, Job Placement and the following trainings: CDL, Microsoft Certification, Culinary Training, Security, Nursing Assistance, Apprenticeships and On-job-training, etc. Training for these programs are located at various sites and are accessible by bus transportation. The closest public bus stop is within a 5-minute walk from the site.

b. Access to community-based services and resources that address tenants' needs

As further explained in Section Four, describe how residents will be assisted to access appropriate physical health, behavioral health and wellness, and self-sufficiency services and activities that can lead to stable and integrated lives in their community. (Up to 35 Points)

The Applicant's description(s) is limited to no more than two typed pages within the text box below.

b. Access to community-based services and resources that address tenants' needs

The proposed development, Village of Valor is more than a standard housing complex. The services of this community are coordinated through the First Stop Resource Center, located on-site to provide an integrated approach to stabilization, education and successful realization of goals, which begins by using the Housing First model. Housing First is based on the idea that a household's primary need is stable, secure housing; once that is achieved other issues that affect the household can be better addressed. The second element incorporates into the daily lives of the residents, support services and education in such areas as health, nutrition, fitness along with the opportunities for social interaction. The Third component focuses on completing the transformation with vocational and financial training toward the goal of moving on to home ownership. Supportive services, include as case managers to work with resident to develop service plans for housing stability that identify and address housing barriers. The service plans are based on realistic goals and outcomes for housing stability. The plans include employment, job training, budgeting, etc. These services are provided through Department of Veteran Affairs (Supportive Services for Veteran Families) or Department of Labor (Homeless Veteran Reintegration Program). For residents that are non-veteran, services will be provided through private funding, grants and foundations. All residents seeking services will be screened for eligibility for programs in the community, such as TANF, Social Security, childcare, Supplemented Nutrition Assistance Program, the low-income energy Assistance, VA Benefits (only Veterans and dependents), as well as assistance in applying directly or indirectly for SSDI/SSI, etc.

Access to Physical and Behavioral health is available to all residents by requesting the information or through the initial intake with the Case Manager. Case Manager will provide a listing of providers in the area and assist with applying for Medicaid or through the Palm Beach County Health District for care. Veterans will be enrolled in West Palm Beach VAMC for physical and behavioral health. In addition, there will be Health/Wellness workshops provided monthly by our community partners for all residents. Veterans enrolled through the program at WPB VAMC will have access weekly to a VA Liaison on-site.

Residents requiring Physical and Behavioral health appointments off site will be assisted in securing transportation through Marta services, located within a 5-minute walk. The bus is schedule every 20-30 minutes, Monday - Friday. For those residents unable to make the walk to the bus stop, transportation will be provided by the door-to-door services provided by Marta. The Case Manager will assist in arranging transportation. Most residents are eligible for a discounted monthly pass of \$15 or no charge depending on eligibility. In addition, the Palm Beach County public bus stop (lines 61 and 62) is located .2 miles from the site on Lake Worth Boulevard. Regular full fare (single trip) is \$2.00, half fare is \$1.00, and children age 8 and under ride free with a fare paying passenger. An unlimited daily pass costs \$5 or \$3.50 reduced. Transportation for veterans to West Palm Beach VAMC will be provided at no charge for medical and behavior health appointments daily. Times of departures will be posted in the reception area of the First Stop Resource Center.

Supportive services on-site will be provided by First Stop Resources (an initiative of Faith*Hope*Love*Charity, Inc.); Career Source for resident employment placement and assessment; Center for Independent Living (CILO) will provide life skills classes and job readiness; local banking

partners will provide financial literacy and financial planning; The Continuum of Care (CoC) lead agency and members will assist in our outreach efforts and planning. Faith*Hope*Love*Charity, Inc. (FHLC) is an active member of the Palm Beach County CoC (FL 605) and serves on the Executive Committee. Also, FHLC serves as the Chair for the Homeless Management Information System (HMIS), which serves as the repository for data collections and identifies homeless and at-risk families receiving supportive services in Palm Beach County. Through the CoC we are able to coordinate service delivery to homeless and at-risk families in Palm Beach County, which leads to housing and financial stability.

3. Approach Toward Tenant Application and Screening Procedures for Households Applying for Tenancy (Up to 25 Points)

As further described in Section Four, describe the specific housing application process and tenant screening criteria.

The Applicant's description(s) is limited to no more than two typed pages within the text box below.

Tenant Screening:

This development's policies are designed to screen-in rather than screen-out applicants. The policies are aligned with providing housing to persons with the greatest barriers, such as having very low income, poor rental history and past evictions, poor or no credit, and/or criminal histories. This development's resident selection policies prioritize people who have the highest housing and service needs.

It is very important to make the screening process collaborative to ensure a successful placement and move-in. Homeless applicants might not have easy access to telephones or transportation, and disabled applicants may need other assistance.

Policies and procedures are designed to protect the applicant's right to privacy and confidentiality. Staff will be trained to prevent fraud. Applicants will be advised of their right to submit required eligibility documentation by mail to the Property Manager. The Property Manager may also exercise the right to request required documentation directly from the source.

Regulatory and funding compliance determine what documentation the applicant is required to provide to verify eligibility for the supportive housing. Examples of eligibility documentation the Property Manager may be required to obtain and maintain in the tenant's file include:

- Verification of Homelessness for housing targeted to homeless individuals
- Verification of a Physical and/or Mental Disability for housing targeted to people living with physical and/or mental disabilities
- Family Composition
- Household Income

The Property Manager is generally responsible to ensure that applicants for housing have provided all necessary documents verifying eligibility. Policy will allow the applicant up to 30 days to gather the required eligibility verification. Property Manager staff will continue to work with the Service Provider and the Continuum of Care to target available units to the most vulnerable in the area. Property Manager staff will attend meetings related to coordinate entry to fill vacancies with homeless individuals and families that meet the appropriate criteria. Outreach efforts will include providing flyers to agencies and hospitals servicing individuals and families who are affected by mental illness, along with all agencies serving homeless including local shelters and clinics.

This property will not do a credit check on applicants. It is typical for households that fall in the lower AMI to have bad or no established credit. Applicants cannot be denied for a lack of credit history. This specific practice will help vulnerable populations overcome traditional housing barriers.

Criminal background screenings will be done at no cost to the applicant and to ensure the safety of all residents. The look back period is for 7 years and does not disqualify for having a criminal record. Each applicant is looked at on a case by case basis and given a chance to explain their situation when they are

applying for housing. Any prior convictions that seem to threaten the health, safety, and the right to peaceful enjoyment of the property by the other residents; or the health and safety of the owner, employees, contractors, subcontractors, or agents of the owner may cause the applicant to be rejected.

4. Involvement in the local homeless resources network (Up to 15 Points)

Describe how the Applicant is and/or will be involved in the local homeless resources network to gain a full understanding of the community's homelessness issues and housing needs.

The Applicant's description(s) is limited to no more than two typed pages within the text box below.

4. Involvement in the local homeless resources network

Faith*Hope*Love*Charity, Inc. (FHLC) (the "Service Provider") is heavily involved in the local homeless resources network in Palm Beach County. The Housing and Homeless Alliance (HHA) serves as the Continuum of Care in Palm Beach County. The HHA is comprised of those agencies in the community which provide services to the homeless population. The governing body of the Continuum of Care is the Executive Committee. FHLC is a long-standing member of the Executive Committee of the HHA. Additionally, FHLC serves as the Chair of the Homeless Management Information System (HMIS) Oversight Committee, a critical subcommittee of the HHA.

Along with its work with the HHA, FHLC works closely with several local departments of the county government. The Palm Beach County Department of Human and Veteran Services is the lead agency for the HHA. FHLC works extensively with the department on issues affecting homeless and at risk of homelessness veterans, coordinating care and maximizing resources. FHLC also collaborates with the Palm Beach County Department of Housing and Economic Sustainability, working with the department on housing initiatives for veterans in Palm Beach County. In addition to county government agencies, FHLC also works extensively with the homeless services programs at the West Palm Beach VA Medical Center.

Through its work with these entities, FHLC has been able to collaborate with the local community and stakeholders as it leads the way in collectively addressing the needs of the homeless and at risk of homelessness veteran families in Palm Beach County. In its role on the HHA's Executive Committee, FHLC has been in on the ground floor in the community's development and adoption of a coordinated entry system for homeless services. FHLC, through its extensive experience working with the population, has helped to provide leadership to ensure that the needs of veterans are addressed through the coordinated entry system. FHLC's role in chairing the HMIS Oversight Committee has significantly shaped the community's coordinated entry system, working with the other major homeless services providers in our area to ensure that the system is in place and that it is functioning properly.

In addition to these groups, FHLC is also a founding member of the HHA's Veterans Challenge, a committee that has grown out of FHLC's efforts to bring the various service providers together to address community planning for the homeless veteran population. This group includes FHLC, Palm Beach County Human and Veteran Services, the West Palm Beach VA Medical Center, and the Salvation Army, as well as HUD funded service providers like The Phillip D. Lewis Homeless Resource Center, Adopt-A-Family, Gulfstream Goodwill, and The Lord's Place.


Once in place, the Village of Valor will be a critical component of the coordinated entry system in Palm Beach County. Within the coordinated entry system, the Village of Valor will be able to assist veterans and their families with emergency, transitional, and permanent housing options for those who are presenting to the system as homeless or at risk of homelessness. FHLC has been working with the HHA and the VAMC to ensure that the Village of Valor will be a central component of the homeless services system for veterans in Palm Beach County. Through its work, FHLC has been able to increase the resources available to homeless veterans in Palm Beach County by utilizing the various homeless

programs at the VAMC (HCHV, GPD, HUD VASH) and by opening the doors for veterans to access the other non-veteran-specific programs in the homeless services system. The community has repeatedly expressed their excitement over the Village of Valor, praising the design, location, and proposed delivery of services.




A1.2. General Contractor Fee ^{See Note (3)} (Max. 14% of A1.1., column 3)	\$ <u>2,450,100.00</u>	\$ _____	\$
A1.3. TOTAL ACTUAL CONSTRUCTION COSTS	\$ <u>20,675,428.00</u>	\$ _____	\$
A1.4. HARD COST CONTINGENCY ^{See Note (4)}	\$ <u>1,024,572.00</u>	\$ _____	\$

RFA 2019-106 DEVELOPMENT COST PRO FORMA

	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE COSTS
<i>General Development Costs</i>		
Accounting Fees	<u>20,000.00</u>	_____
Appraisal	<u>15,000.00</u>	_____
Architect's Fee - Site/Building Design	<u>900,000.00</u>	_____
Architect's Fee - Supervision	_____	_____
Builder's Risk Insurance	<u>70,000.00</u>	_____
Building Permit	_____	_____
Brokerage Fees - Land/Buildings	_____	_____
Capital Needs Assessment	_____	_____
Engineering Fees	<u>300,000.00</u>	_____
Environmental Report	<u>17,500.00</u>	_____
FHFC Administrative Fee ^{See Note (2)}	██████████	_____
FHFC Application Fee ^{See Note (2)}	██████████	_____
FHFC Compliance Fee ^{See Note (2)}	██████████	_____
FHFC Credit Underwriting Fees ^{See Note (2)}	██████████	_____
Green Building Certification/ HERS Inspection Costs	_____	_____
*Impact Fees (list in detail)	_____	_____
Inspection Fees	_____	_____
Insurance	_____	_____
Legal Fees	<u>300,000.00</u>	<u>40,000.00</u>
Market Study	<u>15,000.00</u>	_____

Marketing/Advertising		<hr/>	
Property Taxes	<u>50,000.00</u>	<hr/>	
Relocation Costs	<hr/>	<hr/>	
Soil Test Report	<u>10,000.00</u>	<hr/>	
Survey	<u>5,000.00</u>	<hr/>	
Title Insurance & Recording Fees	<u>60,000.00</u>	<hr/>	
Utility Connection Fee	<hr/>	<hr/>	
*Other (explain in detail)	<u>235,000.00</u>	<hr/>	
A2.1. TOTAL GENERAL DEVELOPMENT COST	\$ <u>1,997,500.00</u>	\$ <u>40,000.00</u>	\$
A2.2. SOFT COST CONTINGENCY <small>See Note (4)</small>	\$ <hr/>	\$ <hr/>	\$

RFA 2019-106 DEVELOPMENT COST PRO FORMA

	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE COSTS	
<i>Financial Costs</i>			
Construction Loan Origination/ Commitment Fee(s)	<u>185,189.00</u>	<hr/>	
Construction Loan Credit Enhancement Fee(s)	<hr/>	<hr/>	
Construction Loan Interest	<u>316,716.00</u>	<u>79,179.00</u>	
Non-Permanent Loan(s) Closing Costs	<u>20,000.00</u>	<hr/>	
Permanent Loan Origination/ Commitment Fee(s)		<u>346,122.00</u>	
Permanent Loan Credit Enhancement Fee(s)		<hr/>	
Permanent Loan Closing Costs		<hr/>	
Bridge Loan Origination/ Commitment Fee(s)	<hr/>	<hr/>	
Bridge Loan Interest	<hr/>	<hr/>	
*Other (explain in detail)	<hr/>	<u>148,853.00</u>	
A3. TOTAL FINANCIAL COSTS	\$ <u>521,905.00</u>	\$ <u>574,154.00</u>	\$

ACQUISITION COST OF EXISTING DEVELOPMENT (excluding land)

Existing Building(s)	_____	_____	
*Other (explain in detail)	_____	_____	
B. TOTAL ACQUISITION COSTS OF EXISTING DEVELOPMENT (excluding land)	\$ _____	\$ _____	\$ _____
C. DEVELOPMENT COST (A1.3+A1.4+A2.1+A2.2+A3+B)	\$ <u>24,219,405.00</u>	\$ <u>614,154.00</u>	\$ _____
<i>Developer Fee See Note (1)</i>			
Developer Fee on Acquisition Costs	_____	_____	
Developer Fee on Non-Acquisition Costs	<u>3,965,369.00</u>	_____	
Additional 5% Developer Fee for Homeless/ Persons with a Disabling Condition Demographic	<u>1,241,677.00</u>	██████████	
D. TOTAL DEVELOPER FEE	\$ <u>5,207,046.00</u>	\$ _____	\$ _____
E. OPERATING DEFICIT RESERVES <i>See Note (5)</i>	\$ ██████████	\$ ██████████	\$ _____
F. TOTAL LAND COST	██████████	<u>4,464,567.00</u>	\$ _____
G. TOTAL DEVELOPMENT COST <i>See Note (6)</i> (C+D+E+F)	\$ <u>29,426,451.00</u>	\$ <u>5,078,721.00</u>	\$ _____

RFA 2019-106 DEVELOPMENT COST PRO FORMA

Detail/Explanation Sheet

Totals must agree with Pro Forma. Provide component descriptions and amounts for each item that completed on the Pro Forma that requires a detailed list or explanation.

DEVELOPMENT COSTS

Actual Construction Cost

(as listed at Item A1.)

Off-Site Work: _____

Other: Landscape and Irrigation = \$111,328

General Development Costs

(as listed at Item A2.)

Impact Fees: _____

Other: \$25,000 - Application Fees, \$160,000 Project Management, \$50,000 Fixtures and E

Financial Costs

(as listed at Item A3.)

Other: \$148,853 - Tax Credit Syndication Costs

Acquisition Cost of Existing Developments

(as listed at Item B2.)

Other:

NOTES: Neither brokerage fees nor syndication fees can be included in eligible basis. Consulting fees, if any, and any financial or required for the financing must be paid out of the Developer fee. Consulting fees include, but are not limited to, payments to consultants, construction management or supervision consultants, or local government consultants.

RFA 2019-106 DEVELOPMENT COST PRO FORMA

CONSTRUCTION/REHAB ANALYSIS

AMOUNT

A. Total Development Costs	\$ <u>34,505,172.00</u>
B. Construction Funding Sources:	
1. SAIL Loan Request Amount	\$ <u>5,515,000.00</u>
2. ELI Loan Request Amount	\$ <u> </u>
3. HC Equity Proceeds Paid Prior to Completion of Construction which is Prior to Receipt of Final Certificate of Occupancy or in the case of	

Rehabilitation, prior to placed-in service date as determined by the Applicant.	\$ <u>1,918,840.00</u>	
4. HC Equity Bridge Loan	\$ _____	
5. First Mortgage Financing	\$ <u>22,215,160.00</u>	
6. Second Mortgage Financing	\$ _____	
7. Third Mortgage Financing	\$ _____	
8. Grants	\$ <u>2,000,000.00</u>	
9. Other: <u>Local Impact Fee</u>	\$ <u>385,698.00</u>	
10. Other: _____	\$ _____	
11. Deferred Developer Fee	\$ <u>2,470,474.00</u>	
12. Total Construction Sources	\$ <u>34,505,172.00</u>	
C. Construction Funding Surplus		
(B.12. Total Construction Sources, less A. Total Development Costs):	\$ <u>0.00</u>	(A negative number here represents a deficit)

Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIN

RFA 2019-106 DEVELOPMENT COST PRO FORMA

PERMANENT ANALYSIS

	AMOUNT	
A. Total Development Costs	\$ <u>34,505,172.00</u>	
B. Permanent Funding Sources:		
1. SAIL Loan Request Amount	\$ <u>5,515,000.00</u>	
2. ELI Loan Request Amount	\$ _____	
3. HC Syndication/HC Equity Proceeds	\$ <u>9,594,200.00</u>	
4. First Mortgage Financing	\$ <u>14,539,800.00</u>	
5. Second Mortgage Financing	\$ _____	
6. Third Mortgage Financing	\$ _____	
7. Grants NSP Palm Beach County	\$ <u>2,000,000.00</u>	
8. Other: <u>Local Impact Fees</u>	\$ <u>385,698.00</u>	
9. Other: _____	\$ _____	
10. Deferred Developer Fee	\$ <u>2,470,474.00</u>	
11. Total Permanent Funding Sources	\$ <u><u>34,505,172.00</u></u>	
C. Permanent Funding Surplus		
(B.11. Total Permanent Funding Sources, less A. Total Development Costs):	\$ <u><u>0.00</u></u>	(A negative number here represents a deficit)

Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIN

RFA 2019-106 DEVELOPMENT COST PRO FORMA

The intent of this page is to assist the Applicant in determining a TDC PU Limitation for the proposed Development and comparing it to RFA's TDC PU Limitation. The accuracy of the comparison is dependent upon the accuracy of the inputs and Florida Housing takes no responsibility for any programming errors. FHFC will not use this page to score TDC PU Limitation criteria. If FHFC makes any adjustments to the Applicant's assumptions, FHFC's TDC PU for Limitation purposes of the proposed Development or the TDC PU Limitation determined by FHFC amounts provided below. Please read the RFA for qualifying responses and definition of terms. This table is optional and its use is at the discretion of the Applicant. Applicant is responsible to verify and be in compliance with all aspects of the Application to meet RFA criteria.

TDC PU LIMITATION ANALYSISNot in South Florida, New Construction

In which county is the proposed Development to be located? Palm Beach

You have indicated above on row 32 that the Development Category of the Proposed Development is..... New Construction (w/ or w/o)

What is the proposed Development's Development Type? Mid-Rise

Does the proposed Development qualify as Enhanced Structural Systems Construction (ESSC)? Yes

The TDC PU Base Limitation for the above defined Development is..... \$274,000

Does the proposed Development qualify for any of the following TDC PU Add-Ons or Multipliers? Choose one for each.

1. (a) PHA is a Principal Add-On..... No
 (b) Requesting HOME funds from FHFC Add-On..... No
 (c) Requesting CDBG-DR funds from FHFC Add-On..... No

2. Tax-Exempt Bond Add-On..... No

3. (a) North Florida Keys Area Multiplier..... No
 (b) South Florida Keys Area Multiplier..... No

4. (a) Persons with Special Needs Multiplier.....
 (b) Persons with a Disabling Condition Multiplier.....
 (c) Homeless Demographic Multiplier..... Yes

5. Elderly ALF Multiplier..... No

6. (a) Less than 51 units Multiplier*..... No
 (b) More than 50 units, but less than 81 units Multiplier*..... No

**For 9% HC Permanent Supportive Housing RFAs only. The proposed Development must be new construction to qualify as well as not being located in Monroe County.*

The final overall TDC PU Limitation for the above defined Development is.. \$304,444.44

Derivation of the TDC PU of the proposed Development for Limitation purposes:

Total Development Costs (Line G., column 3)	<u>\$34,505,172.00</u>
Less Land Costs (Line F., column 3)	<u>\$4,464,567.00</u>
Less Operating Deficit Reserves (Line E., column 3)	<u>\$0.00</u>
Less Demolition and Relocation Costs, if applicable	<u>\$0.00</u>

TDC of the proposed Development for Limitation Purposes:	<u>\$30,040,605.00</u>
TDC PU of the proposed Development for Limitation Purposes:	<u>\$191,341.43</u>
Is the proposed Development's TDC PU for Limitation purposes equal to or less than the TDC PU Limitation provided in the RFA?.....	<u>Yes</u>

RFA 2019-106 DEVELOPMENT COST PRO FORMA

The intent of this page is to assist the Applicant in determining the overall Average Median Income for the proposed Development. The Development Cost Pro Forma is to assist the Applicant in understanding some of the variables involved when selecting Income Averaging credit set-aside offered in the RFA. The data entered below will not be used to score the Application. The entries below will establish the Applicant's set-aside commitment for Application purposes. This is to be used as a tool to assist the Applicant in selecting set-aside commitments in the Application. The accuracy of the table is dependent upon the accuracy of the inputs and Florida Housing in any programming errors. This table is optional and its use is at the sole discretion of the Applicant. Applicant is responsible to verify with all aspects of the Application to meet RFA criteria.

INCOME AVERAGING WORKSHEET

	<u>AMI Set-Aside</u>	<u># of Units</u>	<u>% of Units</u>	
	20%		0.00%	
(ELI Designation)	30%	32	20.38%	
	40%		0.00%	
	50%		0.00%	
	60%	57	36.31%	
	70%		0.00%	
	80%	36	22.93%	
Total Qualifying Housing Credit Units		125	79.62%	(Th (
Market Rate Units		32	20.38%	
Total Units		157	100.00%	(Tota
Average AMI of the Qualifying Housing Credit Units		58.08%	(less than 60% maximum)	

INFORMATION BELOW IS USED TO ASSIST DROP-DOWN MENUS AND VARIOUS FORMULAS. DO NOT

<select (please select from drop-down menu)	<select from menu>
Yes 21% New Construction (w/ or w/o Acquisition)	Garden
No 18% Rehabilitation (w/ or w/o Acquisition)	Mid-Rise
N/A (R) 16%	High-Rise
10%	

		HC Request \$	PF-NC-MR-ESSC
<select from menu>			
Alachua	Medium	\$1,510,000	PF-NC-GA-ESSC
Baker	Small	\$0	PF-NC-GA-W
Bay	Medium	\$1,510,000	PF-NC-HR-ESSC
Bradford	Small	\$0	PF-NC-MR-ESSC
Brevard	Medium	\$1,510,000	PF-NC-MR-W
Broward	Large	\$2,110,000	PF-RC-GA-
Calhoun	Small	\$0	PF-RC-NG-
Charlotte	Medium	\$1,510,000	SF-NC-GA-ESSC
Citrus	Medium	\$1,510,000	SF-NC-GA-W
Clay	Medium	\$1,510,000	SF-NC-HR-ESSC
Collier	Medium	\$1,510,000	SF-NC-MR-ESSC
Columbia	Small	\$0	SF-NC-MR-W
De Soto	Small	\$0	SF-RC-GA-
Dixie	Small	\$0	SF-RC-NG-
Duval	Large	\$2,110,000	
Escambia	Medium	\$1,510,000	PHA/FHFC HOME/CDBG-
Flagler	Medium	\$1,510,000	Tax-Exempt Bonds
Franklin	Small	\$0	North Florida Keys Area
Gadsden	Small	\$0	South Florida Keys Area
Gilchrist	Small	\$0	Persons with Special Need
Glades	Small	\$0	Persons with a Disabling C
Gulf	Small	\$0	Homelss
Hamilton	Small	\$0	Elderly ALF
Hardee	Small	\$0	<51 Units
Hendry	Small	\$0	>50 Units & <81 Units
Hernando	Medium	\$1,510,000	
Highlands	Medium	\$1,510,000	
Hillsboroug	Large	\$2,110,000	Non-Garden (Rehab only)
Holmes	Small	\$0	
Indian Rive	Medium	\$1,510,000	<select from menu>
Jackson	Small	\$0	
Jefferson	Small	\$0	
Lafayette	Small	\$0	
Lake	Medium	\$1,510,000	<select from menu>
Lee	Medium	\$1,510,000	80% AMI
Leon	Medium	\$1,510,000	120% AMI
Levy	Small	\$0	
Liberty	Small	\$0	(please select from dr
Madison	Small	\$0	(enter a value)
Manatee	Medium	\$1,510,000	
Marion	Medium	\$1,510,000	
Martin	Medium	\$1,510,000	
Miami-Dad	Large	\$2,110,000	
Monroe	Small	\$0	
Nassau	Small	\$0	
Okaloosa	Medium	\$1,510,000	
Okeechobe	Small	\$0	
Orange	Large	\$2,110,000	
Osceola	Medium	\$1,510,000	
Palm Beacl	Large	\$2,110,000	
Pasco	Medium	\$1,510,000	
Pinellas	Large	\$2,110,000	
Polk	Medium	\$1,510,000	

Putnam	Small	\$0
Saint Johns	Medium	\$1,510,000
Saint Lucie	Medium	\$1,510,000
Santa Rosa	Medium	\$1,510,000
Sarasota	Medium	\$1,510,000
Seminole	Medium	\$1,510,000
Sumter	Medium	\$1,510,000
Suwannee	Small	\$0
Taylor	Small	\$0
Union	Small	\$0
Volusia	Medium	\$1,510,000
Wakulla	Small	\$0
Walton	Small	\$0
Washington	Small	\$0

21% New Construction (w/ or w/o Acqui:
18% Redevelopment (w/ or w/o Acquisit
16% Rehabilitation (w/ or w/o Acquisitio
10% Preservation (w/ or w/o Acquisition

rtion of the fee that

and 2. The
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General Contractor's

rt provided in
more of the units are
it exceed
is on these contingency

cannot be used in
If one has been
ne credit underwriting
amount sized during

ail/Explanation Sheet,
rg, such costs are
cost limitations provided

IR THE

er w/o Acquisition)

** If a double asterisk is indicated with

3
TOTAL
COSTS

Some Suggest

*The criteria below attempts to help the user to know the maximum li
programming errors related to the assistance offered bel
criteria will not be evaluated at time of Application, but will be

*The cost of demolition is to be excluded from eligible basis.**

17,050,000.00

1,064,000.00

111,328.00

18,225,328.00

*The cost of clearing, grubbing, cutting, filling and grading necessary to bring
a building or a paved roadway) are to be excluded from eligible basis.**

*The cost of landscaping that would not be physically destroyed when the p
replaced is to be excluded from eligible basis.**

2,450,100.00	14.00% = Maximum GC Fee (%)
	Yes Does the Applicant's GC Fee on column 3 of L
20,675,428.00	
1,024,572.00	5.00% = Maximum Hard Cost Contingency (%)
	Yes Does the Applicant's Hard Cost Contingency o

(Page 2 of 8)

3 TOTAL COSTS	
20,000.00	<i>The cost of preparing the cost certifications and any accounting fees asso basis.*</i>
15,000.00	
900,000.00	<i>The cost of the preparation of erosion control plan, grading plan, utility pla engineering are to be excluded from eligible basis.*</i>
70,000.00	
	<i>Reserved strictly for acquisition brokerage fees of Applicant. Other activiti fees. May not include any seller costs. Rule Chapter 67-48, F.A.C. provis</i>
300,000.00	<i>The cost of the preparation of erosion control plan, grading plan, utility pla engineering are to be excluded from eligible basis.*</i>
17,500.00	<i>The cost of ennvironment surveys such as percolation tests and contamin.</i>
	<i>Do not include any part of any impact fees that are to be paid initially, but delivery of an affordable housing development.</i>
340,000.00	<i>Certain legal fees are to be excluded from eligible basis, such as those as acquisition, and negotiating financing.*</i>
15,000.00	<i>The market study required by IRS prior to the issuance of the Carryover A,</i>

50,000.00	<i>The cost of property taxes accrued outside of the term beginning at time o are to be excluded from eligible basis.*</i>
10,000.00	<i>Relocation costs are considered to be ineligible basis when the building fr The cost of certain surveys that will not necessarily need to be redone when the prc investigations, suitability studies, wetland reviews, mapping of wetland, and inspect</i>
5,000.00	<i>The cost of a land, boundary or mortgage survey that help to define the er</i>
60,000.00	<i>Title insurance and recording fees associated with permanent financing sc</i>
235,000.00	<i>Some items placed in this general category should be classified as ineligit were occupying is to be demolished, partnership organization fees, syndic</i>
2,037,500.00	5.00% = Maximum Soft Cost Contingency (%) Yes Does the Applicant's Soft Cost Contingency or
(Page 3 of 8)	
3 TOTAL COSTS	
185,189.00	
395,895.00	
20,000.00	
346,122.00	
148,853.00	<i>Some items placed in this general category should be classified as ineligit exempt bond, bond issuance costs.*</i>
1,096,059.00	

*The amount to be recognized for the allocation of the purchase price of the land less the land allocation. Do not include any related acquisition costs on this line.**

*The amount to be recognized for the allocation of the purchase price of the land less the land allocation.**

24,833,559.00

The Developer Fee on Acquisition or Non-Acquisition Costs cannot exceed 21.00% of the amount in column (b) of this line.

21.00% = Max. Dev. Fee (%) on Acq. Costs

Yes Does the Applicant's Developer Fee in column (b) of this line exceed 21.00% of the amount in column (a) of this line?

3,965,369.00

21.00% = Max. Dev. Fee (%) on Non-Acq. Costs

Yes Does the Applicant's Developer Fee in column (b) of this line exceed 21.00% of the amount in column (a) of this line?

1,241,677.00

If 21% is selected for Max. Dev. Fee % above, the 5% operating deficit restriction applies in addition to the amount(s) listed on the other Developer Fee line item(s).

5,207,046.00

Yes Does the Applicant's Developer Fee in column (b) of this line exceed 21.00% of the amount in column (a) of this line?

4,464,567.00

*The amount to be recognized for the the purchase price of the land cannot exceed the amount in column (a) of this line.**

34,505,172.00

it has been

Equipment

other guarantees
for Application

(Page 5 of 8)

Some Suggest

*The criteria below attempts to help the user to know the maximum limits
any programming errors related to the assistance offered by*

SAIL Loan Request Amount Limits (the lesser of the following)	
<u>\$70,000 Per Unit</u>	The SAIL Loan Request entered is
<u>\$5,515,000 Per Development</u>	The SAIL Loan Request entered is
<u>\$12,076,810.20 as a % of TDC</u>	The total of the SAIL Loan Request
<u>\$600,000 Per Development</u>	Maximum ELI Loan Request.

ts a funding shortfall.)

Construction Funding Sources are equal to Total Development

ID ONE TAB.

(Page 6 of 8)

Some Sugge

*The criteria below attempts to help the user to know the maximum limits
any programming errors related to the assistance offered b*

SAIL Loan Request Amount Limits (the lesser of the following)

<u>\$70,000 Per Set-Aside Unit</u>	The SAIL Loan Request entered is
<u>\$5,515,000 Per Development</u>	The SAIL Loan Request entered is
<u>\$12,076,810.20 as a % of TDC</u>	The total of the SAIL Loan Reques
<u>\$600,000 Per Development</u>	Maximum ELI Loan Request.

ts a funding shortfall.)

Permanent Funding Sources are equal to Total Development C

ID ONE TAB.

(Page 7 of 8)

to the appropriate
no responsibility in
licant's data or
may be different than the
at the sole discretion

in, Mid-Rise, ESSC.

(Large County)

(Small Counties are not eligible to apply in this RFA)

er w/o Acquisition)

For TDC PU Limitation purposes, Garden Apartments include all structure

use all that apply.

(Select one or no
option, as applicable)

(Select if applicable)

(Select one option if
applicable)

(Select one or no
option, as applicable)

(Select if applicable)

(Select one option if
applicable)

In order to qualify for the removal of these costs, the response above on r

his portion of the
aging as the minimum
not be used to
ing appropriate
ng takes no responsibility
r and be in compliance

is should match the HC Set-Aside
Commitment in the Application)

I Units here matches the Total Units
entered on row 33 above)

OT ADJUST.

\$248,000
\$206,000
\$317,000
\$274,000
\$248,000
\$173,000
\$243,000
\$260,000
\$217,000
\$332,000
\$287,000
\$260,000
\$181,000
\$255,000

\$5,000
\$5,000
65%
50%
90%
90%
90%
95%
90%
95%

[op-down menu\)](#)

sition)
ion)
n)
)

in the Development Cost Pro Forma, there is an error on that line item.

Costive Assistance

*imits of some cost items, when possible. FHFC is not responsible for any
ow. Applicant is responsible to verify all inputs to RFA criteria.
evaluated at time of credit underwriting and final cost certification*

y the land to a suitable grade (but not activity that provides a proper setting for

proposed building(s) is to be demolished (at the end of its usefule life) and

\$2,551,545.00 = Maximum GC Fee (\$)
Line A1.2. meet the limitation requirement?

\$1,033,771.40 = Maximum Hard Cost Contingency (\$)
in column 3 of Line A1.4. meet the limitation requirement?

associated with organizing the Applicant entity are to be excluded from eligible

ns, general details, easement descriptions, sewer and sanitary plans and traffic

*ies performed by a broker for the Applicant may be considered as consulting
ies limits. Land portion is ineligible basis.**

ns, general details, easement descriptions, sewer and sanitary plans and traffic

*ation studies are to be excluded from eligible basis.**

will be returned/refunded back to the Applicant at a later date, usually upon

sociated with issuance of tax-exempt bonds, partnership costs, land

*greement is to be excluded from eligible basis.**

f acquisition through issuance of the certificate of occupancy (or temporary)

*om which the tenants came is demolished.**

*roposed building(s) are demolished and replaced are to be excluded from eligible basis, including soil borings, geotechnical
ions of wetland, wetland characterization, and groundwater investigations.*

*rtire property is to be excluded from eligible basis.**

*ources are not to be included in eligible basis.**

*ole basis. Examples include tenant relocation costs when the building they
ation legal fees.**

\$101,875.00 = Maximum Soft Cost Contingency (\$)
column 3 of Line A2.2. meet the limitation requirement?

ole basis. Examples include syndication fees, credit underwriting of a tax-

*building cannot exceed the appraised value of the entire proposed property, this line.**

building cannot exceed the appraised value of the entire proposed property,

exceed the maximum developer fee percentage of the relative qualifying costs:

\$0.00 = Maximum Non-Acq. Developer Fee (\$), exclusive of the 5% ODR portion listed on this line meet the limitation requirement?

\$3,973,369.00 = Maximum Non-Acq. Developer Fee (\$), exclusive of the 5% ODR portion listed on this line meet the limitation requirement?

serve portion will be automatically entered on this row and is considered to be

\$5,215,046.00 = Maximum Total Developer Fee (\$)
on Line D. meet the limitation requirement?

t exceed the appraised value. Do not include any related acquisition costs on

Set-Aside Assistance

*of the restricted funding sources, when possible. FHFC is not responsible for
below. Applicant is responsible to verify all inputs to RFA criteria.*

l:

equal to \$35,127.39 per Unit, which is within the per Set-Aside unit limitation.

within the per Development limitation.

t and the ELI Loan Request entered is within the % of TDC limitation.

Costs.

Restrictive Assistance

*of the restricted funding sources, when possible. FHFC is not responsible for
below. Applicant is responsible to verify all inputs to RFA criteria.*

l:
equal to \$35,127.39 per Unit, which is within the per Set-Aside unit limitation.
within the per Development limitation.
t and the ELI Loan Request entered is within the % of TDC limitation.

Costs.

types that are 3 stories or less.

ow 402 for "1.(a) PHA is a Principal Add-On" must indicate a "Yes" in column K.

on a separate line.

on a separate line.

Principal Disclosures for Applicant

APPROVED for HOUSING CREDIT APPLICATION
FHFC Advance Review 1.31.19

Select the organizational structure for the Applicant entity:

The Applicant is a: Limited Partnership

Provide the name of the Applicant Limited Partnership:

Village of Valor, LTD

First Principal Disclosure Level:

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for the Applicant](#)

First Level Entity #	Select Type of Principal of Applicant	Enter Name of First Level Principal	Select organizational structure of First Level Principal identified
1.	<u>General Partner</u>	<u>Village of Valor, LLC</u>	<u>Limited Liability Company</u>
2.	<u>General Partner</u>	<u>KSM Holdings Florida, LLC</u>	<u>Limited Liability Company</u>
3.	<u>Investor LP</u>	<u>Roy Foster - PLACEHOLDER</u>	<u>Natural Person</u>

Second Principal Disclosure Level:

Village of Valor, LTD

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for the Applicant](#)

Select the corresponding First

Level Principal Entity # from

above for which the Second

Level Principal is being

identified

Second Level Entity #

Select the type of Principal

being associated with the

corresponding First Level

Principal Entity

Enter Name of Second Level Principal

Select organizational structure

of Second Level Principal

identified

1. (Village of Valor, LLC)

1.A.

Sole Member

Faith Hope Love and Charity, Inc.

Non-Profit Corporation

2. (KSM Holdings Florida, LLC)

2.A.

Sole Member

Kathy S Makino-Leipsitz

Natural Person

Third Principal Disclosure Level:

Village of Valor, LTD

[Click here for Assistance with Completing the Entries for the Third Level Principal Disclosure for the Applicant](#)

Select the corresponding Second Level Principal Entity # from above for which the Third Level Principal is being identified

Select the type of Principal

being associated with the

corresponding Second Level

Principal Entity

Enter Name of Third Level Principal who must be a Natural Person

The organizational structure of

Third Level Principal identified

Must Be a Natural Person

1.A. (Faith Hope Love and Charity, Inc.)

Executive Director

Roy Foster

Natural Person

1.A. (Faith Hope Love and Charity, Inc.)

Officer

Greg Torretta

Natural Person

1.A. (Faith Hope Love and Charity, Inc.)

Officer

Victor Scott

Natural Person

1.A. (Faith Hope Love and Charity, Inc.)

Director

Maxwell Nelson

Natural Person

1.A. (Faith Hope Love and Charity, Inc.)

Officer

Steve Sullivan

Natural Person

1.A. (Faith Hope Love and Charity, Inc.)

Director

Kathleen Gardell

Natural Person

1.A. (Faith Hope Love and Charity, Inc.)

Director

Merle Pabst

Natural Person

1.A. (Faith Hope Love and Charity, Inc.)

Officer

Robert Speelman

Natural Person

Principal Disclosures for the Developer

*APPROVED for HOUSING CREDIT APPLICATION
FHFC Advance Review 1.31.19*

How many Developers are part of this Application structure?

1

Select the organizational structure for the Developer entity:

The Developer is a: Limited Liability Company

Provide the name of the Developer Limited Liability Company:

KSM Holdings Florida, LLC

First Principal Disclosure Level:

KSM Holdings Florida, LLC

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for a Developer](#)

<u>First Level Entity #</u>	<u>Select Type of Principal of Developer</u>	<u>Enter Name of First Level Principal</u>	<u>Select organizational structure of First Level Principal identified</u>
1.	<u>Sole Member</u>	<u>Kathy Makino-Leipsitz</u>	<u>Natural Person</u>

ATTACHMENT 1

Applicant Certification and Acknowledgement Form

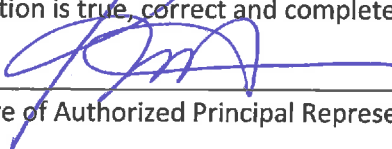
1. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapter 67-48, F.A.C. The Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
2. The Applicant has reviewed subsections 67-48.009(5) and 67-48.023(1), F.A.C., and certifies to its eligibility to apply for the funding offered in this RFA.
3. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
4. The Applicant acknowledges and certifies that it will abide by all commitments, requirements, and due dates outlined in the RFA, inclusive of all exhibits. Failure to provide the required information by any stated deadlines may result in the withdrawal of the invitation to enter credit underwriting, unless an extension is approved by the Corporation.
5. By submitting the Application, the Applicant acknowledges and certifies that the proposed Development will meet all state building codes, including the Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, including the Affirmative Fair Housing Marketing Plan; Violence Against Women Act Reauthorization Act of 2013; Section 504 of the Rehabilitation Act of 1973 as outlined in Section Four, A.8. of the RFA; and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules.
6. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation staff.
7. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.
8. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team (which consists of Developer, Management Company, General Contractor, Architect, Attorney,

and Accountant) will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter.

9. The Applicant's commitments will be included in (i) a Land Use Restriction Agreement(s) for the SAIL loan(s) and (ii) an Extended Use Agreement for the Housing Credits, and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
10. The Applicant certifies that there are no agreements, other than the letter of intent provided with this Application or the Limited Partnership Agreement, between the Applicant and the Housing Credit Syndicator/equity provider.
11. The Applicant certifies that the complete Limited Partnership Agreement, including any amendments thereto, will be divulged to the Corporation and the credit underwriter.
12. The Applicant understands and agrees that it will ensure that (i) none of the General Contractor duties to manage and control the construction of the Development are subcontracted; (ii) none of the construction or inspection work that is normally performed by subcontractors is performed by the General Contractor; (iii) no construction cost is subcontracted to any entity that has common ownership or is an Affiliate of the General Contractor or the Developer, as further described in subsection 67-48.0072(17); and (iv) a provision is provided in the contract with General Contractor that it will comply with subsection 67-48.0072(17).
13. The Applicant, the Developer and all Principals are in good standing among all other state agencies and have not been prohibited from applying for funding.
14. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third party information included in this Application and/or provided during the credit underwriting process and the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.
15. During the credit underwriting process, the Applicant must demonstrate that the Development meets the requirements of this RFA and Section 42 of the IRC.
16. The invitation to enter credit underwriting will be rescinded if it is determined that the proposed Development was placed in-service prior to the year in which it received its allocation.
17. The Applicant must be a housing provider in the Continuum of Care's Homeless Coordinated Entry system as required by the U.S. Department of Housing and Urban Development.
18. The Applicant understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), F.S.

19. The undersigned is authorized to bind the Applicant entity to this certification and warranty of truthfulness and completeness of the Application.

Under the penalties of perjury, I declare and certify that I have read the foregoing and that the information is true, correct and complete.



Signature of Authorized Principal Representative

Kathy Makino-Leipsitz

Name (typed or printed)

Authorized Principal Representative

Title (typed or printed)

NOTE: The Applicant must provide this form as Attachment 1 to the RFA. This form must be signed by the Authorized Principal Representative stated in Exhibit A.

ATTACHMENT 2

State of Florida

Department of State

I certify from the records of this office that VILLAGE OF VALOR, LTD. is a limited partnership organized under the laws of the State of Florida, filed on October 16, 2014, effective October 16, 2014.

The document number of this limited partnership is A14000000551.

I further certify that said limited partnership has paid all fees due this office through December 31, 2018 and that its status is active.

I further certify that said limited partnership has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of January,
2019*



A. [Signature]
Secretary of State

Tracking Number: 7769105345CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

ATTACHMENT 3

2019 FHLC Board Members

Kathleen Gardell
3961 SW Greenwood Way C
Palm City, FL 34990
772-215-2954
Kagardell@gmail.com

Greg Torretta, Senior V.P.
RBC Wealth Management
3801 PGA Blvd. - Suite 801
Palm Beach Gardens, FL 33410
561-691-5307
greg.torretta@rbc.com

Maxwell Nelson
1805 Shadow Creek Road
Greenacres, FL 33413
561-512-8902
nelsonmaxwell3@yahoo.com

Emails: Kagardell@gmail.com,
nelsonmaxwell3@yahoo.com,
Suzanne.Pabst@Hilton.com,
MerleP51@gmail.com,
Ssc@scottsssecurityconsulting.com,
snsullivan1959@yahoo.com,
rspellman@humana.com,
greg.torretta@rbc.com

Merle Pabst
Certified Business Consultant
7-Eleven, Inc.
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Suite 360
Maitland, FL 32751
772-807-2019
MerleP51@gmail.com

Victor Scott
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West Palm Beach, FL 33407
Ssc@scottsssecurityconsulting.com
561-644-0198

Robert Spellman
1480 SW Cellini Ave
Port St Lucie FL 34953
772-342-0254
rspellman@humana.com

Steve Sullivan
511 W. Kalmia Dr. #3
Lake Park, FL 33403
(561) 847-6110
snsullivan1959@yahoo.com

ARTICLES OF INCORPORATION
Of
FAITH-HOPE-LOVE-CHARITY, INC.

WE, the undersigned, desiring to form a Non-Profit corporation for the purposes hereinafter stated, under and pursuant to Chapter 617 of the Florida Statutes, do hereby declare as follows:

I. NAME

The name of the Corporation shall be FAITH-HOPE-LOVE-CHARITY, INC.

II. BUSINESS AND POWERS

The Non-Profit Corporation may engage in any activity or business permitted under the laws of the United States and of the State of Florida including but not limited to the following rights:

SECTION A: To enter into, make, perform, and carry out contracts of every sort and kind which may be necessary or convenient for-the business of this Corporation, or business of a similar nature, with any person, corporation, private, public or municipal, body politic under the Government of the United states or any state, territory, or possession thereof or any foreign government so far as and to the extent that the same may be done and performed by corporations organized under the corporation laws of this state.

SECTION B: To carry on its operations and conduct business in any state, in the District of Columbia, in any territory, dependency, or possession of the United States, and in any foreign country.

SECTION C: To borrow or raise money without limit as to amount; to sell, create security interests in, ledge and otherwise dispose of

and/or realize upon books of accounts and other choses in action; to make, draw, accept, endorse, execute, and issue bonds, debentures, notes or other obligations of any nature or in any manner for money so borrowed or in payment for property purchased or for any other of the objects or purposes of this Corporation, and to secure the principal thereof and the interest thereon by mortgage upon, or creation of security interest in, or pledge of or conveyance or assignment in trust of, the whole or any part of the property, real or personal, of this Non-Profit Corporation, wherever situated and whether at the time owned or thereafter acquired; and, in such manner and upon such terms as the Board of Directors may from time to time determine, to sell, exchange, pledge, offer for discount or otherwise dispose of any or all such bonds, debentures, notes or other obligations.

SECTION D: To lend money to other persons, partnerships, associations, and corporations, secured by mortgage or other lien on real estate, or pledge of security interests in personal property, or without security, but only to the extent permitted a business corporation under the non-profit corporation law of this state.

SECTION E: To acquire, by purchase, exchange, or otherwise, all or any part of, or any interest in, the properties, assets, business, and goodwill of any one or more persons, firms, associations, or corporations heretofore or hereafter engaged in any business for which a corporation may now or hereafter be organized under the laws of this state; to pay for the same in cash, property or its

own or other securities; to hold, operate, reorganize, liquidate sell or in any manner dispose of the whole or any part thereof; and in connection therewith, to assume or guarantee performance of any liabilities, obligations, or contracts of - such persons, firms, associations, or corporations, and to conduct the whole or any part of any business thus acquired.

SECTION F: To acquire by purchase, exchange, lease, or otherwise and to own, hold, use, develop, operate, sell, assign, lease, transfer, convey, exchange, mortgage, create security interests in, pledge, or otherwise dispose of or deal in and with, real and personal property of every class or description and rights and privileges therein wheresoever situate.

SECTION G: To employ, hire, and appoint corporations, firms, and individuals in any and all parts of the world to act as agents for this Corporation in such capacity and on such conditions as may be determined from time to time by the Board of Directors.

SECTION H: To invest and deal with the funds of this Non-Profit Corporation in any manner, and to acquire by purchase or otherwise the stocks, bonds, notes, debentures, and other securities and obligations of any government, state, municipality, corporation, association, or partnership, domestic or foreign and, while owner of any such securities or obligations, to exercise all the rights, powers, and privileges of ownership, including among other things, the right to vote thereon for any and all purposes.

SECTION I: To enter into any partnership, limited or general, as a limited or general partner, or both, and to enter into any other

arrangement for sharing profits, union of interest, reciprocal concession, or cooperation, with any corporation association, partnership, syndicate, entity, person, or governmental, municipal, or public authority, domestic or foreign, in the carrying on of any business which this Non-Profit Corporation is authorized to carry on, or any business or transaction deemed necessary, convenient, or incidental to carrying out any of the purposes of this Corporation.

SECTION J: To organize or cause to be organized under the laws of any state of the United States, or the District of Columbia, or of any territory, dependency, or possession of the United States, or any foreign country, a corporation or corporations for the purpose of transacting, promoting, or carrying on any or all of the objects or purposes for which this Non-Profit Corporation is organized, and to dissolve, wind up, liquidate, merge, or consolidate any such corporation or corporations or to cause the same to be dissolved, wound up, liquidated, merged, or consolidated.

SECTION K: From time to time to provide and carry out and to recall, abolish, revise, amend, alter, or change a plan or plans for the participation by all or any of the employees, including directors and officers of this Non-Profit Corporation or of any corporation in which or in the welfare of which the corporation has an interest, and those actively engaged in the conduct of this Non-Profit Corporation's business in the profits of the corporation and its legitimate expenses, and for the furnishing to such employees and persons or any of them, at this Corporation's expense, of medical services, insurance against accident, sickness, or death,

pensions during old age, disability, or unemployment, education, housing, social services, recreation, or other similar aids for their relief or general welfare, in such manner and upon such terms and conditions as may be determined by the Board of Directors.

SECTION L: To cause or allow the legal title, or any estates, rights, or interests in any property owned, acquired, controlled, or operated by this Corporation to remain or to be vested in the name of any person, firm, organization, association, or corporation, as agent, trustee, or nominee of this Non-Profit Corporation, upon such terms or conditions which the Board of Directors may consider for the benefit of this Non-Profit Corporation.

SECTION M: To carry on any of the businesses hereinbefore enumerated for its own account, or for the account of others, and to act as agent for others with respect to any of such businesses and to carry on any other business which may be deemed by it to be calculated directly or indirectly to effectuate or facilitate the aforesaid objects or businesses or any of them, or any part thereof, or to enhance the value of its property, business or rights; and to aid, conduct, manage, or operate any lawful enterprise in relation to the foregoing.

SECTION N: To have one or more offices and to do each and every thing necessary or proper for the accomplishments of one or more of the purposes or the attainment of any one or more of the objects hereinbefore enumerated, or conducive to or expedient for the interest or benefit of the Corporation and, in general, to enjoy

all the rights and privileges of the Corporation not for profit governed by the laws of the State of Florida, it being expressly provided that the enumeration of any specific business or power herein shall not be held to limit or restrict in any manner any other business or power of said Corporation.

III. PURPOSE

The purpose of the Non-Profit Corporation is to generate revenue to provide assistance to homeless and at risk individuals and families residing in our local community. To provide supportive services to those struggling with PTSD, addictions, Mental health disorders and chronic homelessness. To provide affordable housing; emergency and transitional housing to low and moderate income individuals and families; and to ensure financial sustainability.

I. USE OF PROCEEDS

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or

intervene in (including the publishing or distribution of statements) any political campaign on behalf of or *in* opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170 (c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

II. MINIMUM CAPITAL

The amount of capital with which this Corporation will begin business shall not be less than fifty (\$50.00) dollars.

III. TERM OF EXISTENCE

This Corporation shall have a perpetual existence.

IV. PRINCIPAL OFFICE

The principal office or place of business of the Corporation shall be located at 3175 South Congress, Suite 304 Palm Springs, Florida 33461

V. BOARD OF DIRECTORS

The affairs of the Corporation shall be conducted by a Board of not less than one (1) and not more than nine (9).

VI. INITIAL DIRECTORS

The names and street addresses of the first Board of Directors, who subject to the provisions of these Articles of

Incorporation, shall hold office for the first year of the Corporation's existence or until their successors are elected and shall have qualified are:

NAME and ADDRESS:

Roy Foster, 730 North Military Trail, West Palm Beach, Fl 33415

Daniel Arnold, 116 Segura Street, Royal Palm Beach, Fl 33415

Mary Arnold, 116 Segura Street, Royal Palm Beach, Fl 33415

John Brown, 1536 44th Street, West Palm Beach, Fl 33407

Frank Grisanty, 9538 Highway 441, Boynton Beach, Fl 33437

Donald Reed, 730 N. Military Trail, West Palm Beach, Fl 33415

Jimmy Faison, 4035 Apt. B, Woodsedge Circle, Palm Beach Gardens, Fl 33410

Rajesh Parekh, 9538 Highway 441, Boynton Beach, Fl 33437

VII. INCORPORATORS

The names and street addresses of the initial incorporator is:

NAME and ADDRESS:

Mary c. Ambrose, 2101 Corporate Boulevard, N.W., suite 204,

Boca Raton, Florida 33431

VIII. MANAGEMENT

The Corporation shall be managed by the Board of Directors, which shall exercise all powers conferred under the laws of the State of Florida including, without limitation, the power:

SECTION A: To hold meetings, to have one or more offices, and to keep the books of the corporation, except as otherwise expressly provided by law, at such places, whether within or without

the State of Florida, as may from time to time be designated by the Board.

SECTION B: To make, alter, and repeal By-Laws of the Non-Profit Corporation, subject to the reserved power of the stockholders to make, alter and repeal By-Laws.

SECTION C: To determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Corporation, or any of them, shall be open to the inspection of the members, and no member shall have any right to inspect any account, record, book, or document of the Corporation, except as conferred by the laws of the State of Florida.

SECTION D: To fix and determine from time to time an amount to be set apart out of any of the funds of the Corporation available for a reserve or reserves for working capital or any other proper purpose or to abolish any such reserve or reserves.

SECTION E: To make lawful disposition of any paid-in capital or capital surplus, or create any reserves out of the same, or charge to the same organization expenses or other similar expenses properly chargeable to capital account.

SECTION F: From time to time in such manner and upon such terms and conditions as may be determined by the Board, to provide and carry out and recall, abolish, revise, alter, or change one or more plan or plans for:

- 1) The participation by any or all of the employees,

officers, or Directors of the Non-Profit Corporation, or of any subsidiaries in the profits of the Non-Profit Corporation, or of any subsidiaries, at the expense, wholly or in part, of the Non-Profit Corporation, of insurance against accident, sickness or death, pensions during old age, disability, or unemployment, or retirement benefits.

SECTION G: From time to time to authorize and issue obligations of the Non-Profit Corporation, secured or unsecured, to include therein such covenants and restrictions and such provisions as to redeemability, subordination, convertability, or otherwise and with such maturities, as the Board in its sole discretion may determine, and to authorize the mortgaging or, granting a security interest in, or pledging of, as security therefor, any part or all the property of the Non-Profit Corporation, real or personal, including after acquired property.

IX. INDEBTEDNESS

The highest amount of indebtedness or liability to which this Non-Profit Corporation may at any time subject itself to is unlimited.

X. DISSOLUTION

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of

the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

XIV. INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this Non-Profit Corporation is 2101 CORPORATE BOULEVARD, N.W., SUITE 204, BOCA. RATON, FLORIDA, 33431 and the name of the initial registered agent of this Non-Profit Corporation that address is HOWARD L. SCHWARTZ.

XV. EFFECTIVE DATE

The effective date, of this Non-Profit Corporation shall be the date as tiled in the Secretary of State's Office in Tallahassee, Florida.

State of Florida

Department of State

I certify from the records of this office that FAITH-HOPE-LOVE-CHARITY, INC. is a corporation organized under the laws of the State of Florida, filed on February 1, 1994.

The document number of this corporation is N94000000488.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on April 17, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fourth day of October,
2018*



Ken DeJong
Secretary of State

Tracking Number: CU1736123577

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
401 W. PEACHTREE ST. NW
ATLANTA, GA 30365-0000

DEPARTMENT OF THE TREASURY

Employer Identification Number:
65-0464807
Case Number:
5860016033
Contact Person:
EP/EO CUSTOMER SERVICE UNIT
Contact Telephone Number:
(410) 962-6058
Accounting Period Ending:
June 30
Form 990 Required:
Yes
Addendum Applies:
Yes

Date:
MAR 28, 1996

FAITH HOPE LOVE CHARITY INC
C/O ROY FOSTER
54 DORCHESTER DR S
GREENACRES, FL 33463

Dear Applicant:

Based on information supplied, and assuming your operations- will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the internal Revenue Code as an organization described in section 501(c) (3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are a private foundation described in sections 509(a) (1) and 170(b) (1) (A) (vi).

If you're sources of support or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to organizational document or bylaws please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in you name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise employment, or other Federal taxes, please let us know.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(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 509(a) (1) organization.

Donors may deduct contributions to you as provided in section 170 of the

Letter 947 (DO/CG)

FAITH HOPE LOBE: CHARITY INC

Code, Requests, legacies, devises, transfers, or gifts to you for you are your use deductible for Federal estate and gift tax purposes if they meet applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990 Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501 (c) (3) of the Code. To assure your continued exemption, you should maintain records to show that funds are expended only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501 (c) (3). In cases where the recipient organization is not exempt under section 501(c) (3), there should be evidence that the funds will remain

FAITH HOPE LOVE CHARITY INC

dedicated to the required purposes and that they will be used for those purposes by the recipient.

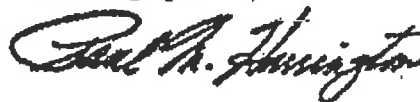
If distributions are made to individuals, case histories regarding the recipients should be kept showing names, addresses, purposes of awards, manner of selection, relationship (if any) to members, officers, trustees or donors of funds to you, so that any and all distributions made to individuals can be substantiated upon request by the Internal Revenue Service. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

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

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records,

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter,

Sincerely yours,

A handwritten signature in black ink, appearing to read "Paul A. Harrington". The signature is written in a cursive, flowing style.

District Director

Village of Valor
Role of Faith Hope Love and Charity, Inc.

The Applicant is a partnership that consists of a developer with considerable affordable housing experience (Kathy S. Makino), and a nonprofit the following fit that offers services to low-income individuals, with a particular mission to supply affordable housing (Faith Hope Love Charity, Inc.).

Faith Hope Love and Charity, Inc. is a Florida nonprofit organization with offices in Palm Springs (FHLC). FHLC has been actively involved in the development since its inception. The nonprofit is a 50% partner (through an LLC) in the Limited Partnership that owns the real estate. The Executive Director, Roy Foster, and the Deputy Director, Dr. Casimiro Crockett, have participated and helped coordinate weekly team calls and meetings.

The nonprofit will participate in predevelopment activities in the following ways:

1. Assistance with packaging requests for financing
2. Assistance with government relations
3. Review of third party reports
4. Assistance with coordination of local activities

The nonprofit will also participate in construction management, once construction begins.

In addition, the nonprofit will provide services to residents. Village of Valor will offer an extensive service package which will be made available to all income eligible residents, through FHLCs referral network through the Continuum of Care. FHLC will also offer services to all Veteran's in the Palm Beach County area. Office space for the staff of FHLC will be located on the main campus (East), so caseworker's and service staff will be available onsite. The main campus (East) will include a library/computer lab, a resource services center, a Religious Reflection Room and office space for visiting service providers (medical, financial, counseling, etc.). Vocational training is an important element of the service program and traditional classroom space with modern technology is included. A detailed information sheet on FHLC is included in this section.

FHLC has provided services for Veterans since 1994. Highlights of FHLC's activities include:

- Creation of Stand Down House in 2000, which provides emergency housing/supportive services to Veteran's. Done in conjunction with the West Palm Beach Veteran's Administration and a grant for Transitional Housing.
- First Stop Veterans' Resource Center, which serves as the hub for services in Palm Beach County providing outreach, engagement and referral activities for veterans and OIF/OEF military personal and their family members.
- First Stop Housing for homeless/at risk female Veteran's and their families opened its doors in April 2010. This program has since been incorporated into the SSVF program.
- In October 2012, FHLC was awarded the Supportive Services for Veterans' Families (SSVF) grant by the Department of Veterans Administration, which enabled FHLC to assist more than 500 families being placed into permanent housing working in collaboration with the West Palm Beach VAMC and the HUD VASH program.

- In July 2013, received a grant from the Department of Labor to reintegrate homeless veterans back into the work force. Known as the Forward March Program, more than 60 veterans have been placed into permanent positions.

As part of the continuing to commitment to support Veteran's and their families, FHLC is ready to progress to the next step of providing affordable housing on a larger scale basis in Palm Beach County. As such, they have brought together a seasoned development team to ensure a solid real estate deal is properly structured.

ATTACHMENT 4

(561) 968-1612 Office
(561) 968-0112 Fax
Email: fhlc@standown.org



3175 S. Congress Avenue Suite 310
Palm Springs, Florida 33461



January 30, 2019

Wendi Tippet
Director of Human Services
Palm Beach County Department of Human and Veteran Services
810 Datura Street
West Palm Beach, FL 33401

**RE: Village of Valor
Intent to Apply for Florida Housing Finance Corporation Funding - RFA 2019-106**

Dear Ms. Tippet:

We respectfully submit this letter to notify the Palm Beach County Department of Human and Veteran Services, as the lead agency for the West Palm Beach/Palm Beach County CoC, of our intent to submit for funding under the above referenced Request for Applications (RFA) posted by the Florida Housing Finance Corporation for the Village of Valor project.

Village of Valor, LTD is partnership between Faith*Hope*Love*Charity, Inc. and Shelborne Development. The proposed project, Village of Valor, is a supportive housing development targeting veterans and their families that will encompass four adjacent parcels of land on 2nd Avenue North, just east of Congress, in Lake Worth, Florida. These parcels total approximately 12 acres in size. The address of the site is 2431, 2441, 2559 and 2650 2nd Avenue North, Lake Worth, Florida.

The project involves the new construction of 157 units of multifamily housing and the development of a First Stop Resource Center to serve residents. Fifty percent of the units will be set aside for homeless individuals and families, and 20% of the total units will be set aside for persons receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program, or veterans' disability benefits.

This property will be managed by Volunteers of America who will provide marketing, tenant screening, and general property management services. Faith*Hope*Love*Charity, Inc. will

provide all supportive services to the residents and operate the First Stop Resource Center. The property will seek to execute an agreement to participate in the Continuum of Care's Homeless

Management Information System (HMIS) and to contribute data on the Development's tenants to the Continuum of Care's HMIS data system.

The project will utilize the 4% Low Income Housing Tax Credit program and has received approval for financing, including up to \$17,000,000 in Multifamily Mortgage Revenue Bonds from the Palm Beach County Housing Finance Authority, as well as conditional grants totaling \$2,385,698. Our application under this RFA will represent the final piece of financing needed to close this deal and begin construction.

We look forward to completing this project and participating in the Continuum of Care.

Sincerely,

A handwritten signature in black ink, appearing to read "Roy J. Foster", with a horizontal line extending to the right.

Roy J. Foster
Managing Partner

ATTACHMENT 5

Prior General Development Experience Chart				
Kathy S Makino				
Name of Development	Location (City & State)	Affordable Housing Program that Provided Financing (e.g., Housing Credits, TaxExempt Bonds, HOME, SAIL, etc.)	Total Number of Units	Year Completed
Norris Apartments	Westland, Michigan	LIHTC	60	May 1997
Westwill Apartments	Detroit, Michigan	LIHTC	60	December 1997
Adams Senior Village	Westland, Michigan	LIHTC	120	December 1999
Alexandrine Square	Detroit, Michigan	LIHTC	30	October 2001
Newberry Square	Wayne, Michigan	LIHTC	64	December 2001
Newberry Lofts	Wayne, Michigan	LIHTC	14	August 2006
Cherry Hill Square	Inkster, Michigan	LIHTC	120	August 2007
Hamtramck Square 1	Hamtramck, Michigan	LIHTC	24	August 2007
Hamtramck Square 2	Hamtramck, Michigan	LIHTC	36	December 2007
Perry Square	Melvindale, Michigan	LIHTC	24	August 2009
St. Aubin Square	Detroit, Michigan	1602 Exchange	49	January 2011
LaVogue Square	Detroit, Michigan	1602 Exchange	49	August 2012
Chalmers Square	Detroit, Michigan	1602 Exchange	49	December 2012
Palmer Park Square	Detroit, Michigan	LIHTC	202	December 2013
New Center Square	Detroit, Michigan	LIHTC	49	September 2011
Coronado Square	Detroit, Michigan	LIHTC	45	December 2016
Park Square Apartments	Detroit, Michigan	LIHTC	38	December 2001
Midtown Square	Detroit, Michigan	LIHTC	71	October 2011
Karley Square	Detroit, Michigan	LIHTC	30	December 2006
Shelborne Square	Detroit, Michigan	LIHTC	64	December 2005
Helisa Square	Detroit, Michigan	LIHTC	12	December 2004

State of Florida

Department of State

I certify from the records of this office that KSM HOLDINGS FLORIDA, LLC is a limited liability company organized under the laws of the State of Florida, filed on October 16, 2014, effective October 16, 2014.

The document number of this limited liability company is L14000161567.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, that its most recent annual report was filed on April 2, 2018, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of January,
2019*



A. [Signature]
Secretary of State

Tracking Number: 1401194637CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

ATTACHMENT 6

FLORIDA HOUSING FINANCE CORPORATION
Site Control Certification Form

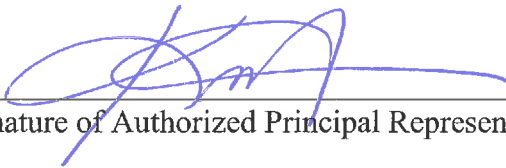
As of the Application Deadline for this RFA, the Applicant entity Village of Valor, LTD

has control of the Development site and all Scattered Sites, if applicable. Control of the site means that by Application Deadline the Applicant can establish one or more of the following requirements that include the terms set forth in Section Four A.7.a. of the RFA:

- Eligible Contract
- Deed or Certificate of Title
- Lease

To be considered complete, documents demonstrating that site control pursuant to the terms set forth in Section Four A.7.a. of the RFA are attached.

Under the penalties of perjury pursuant to Section 92.525, F.S., and of material misrepresentation pursuant to Section 420.508(35), Fla. Statutes, and Fla. Admin. Code Section 67-21.003(6) and/or 67-48.004(2), I declare and certify that I have read the foregoing and that the information is true, correct and complete.



Signature of Authorized Principal Representative

Kathy Makino-Leipsitz

Name (typed or printed)

Authorized Representative

Title (typed or printed)

This form must be signed by the Authorized Principal Representative stated in Exhibit A.

CFN 20140432801
OR BK 27175 PG 0313
RECORDED 11/20/2014 15:52:02
Palm Beach County, Florida
AMT 475,000.00
Doc Stamp 3,325.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0313 - 316; (4pgs)

WE #70 KH

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Cohen, Norris, Wolmer, Ray, Telepman & Cohen
712 US Highway One, Suite 400
North Palm Beach, FL 33408
ON File No.: 33793003
Property Appraisers Parcel Identification (Folio) Numbers: 00-43-44-20-01-098-0020

Documentary stamp tax on the conveyance are being paid in the amount of \$3,325.00

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the 7th day of November, 2014 by Ameritaber, LLC, a Florida limited liability company, herein called the grantor, to Village of Valor, Ltd., a Florida limited partnership whose post office address is 3175 South Congress Avenue #310, Palm Springs, FL 33461, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in PALM BEACH County, State of Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERETO

Subject to Permitted Exceptions as per attached Exhibit "B".

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2014.

Warranty Deed page 2 of 3

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Ameritaber, LLC, a Florida limited liability company

By: [Signature]
David Horowitz, Managing Member

Witness #1 Signature

Janice Arji M

Witness #1 Printed Name

Witness #2 Signature

Rene Arquello

Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6th day of November, 2014 by David Horowitz, as Managing Member of Ameritaber, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced Florida Driver License as identification.

SEAL



Rene Arquello
State of Florida
My Commission Expires 04/06/2018
Commission No. FF 110098

[Signature]
Notary Signature

Rene Arquello
Printed Notary Signature

My Commission Expires:

Exhibit "A"
Legal Description

Being a part of Tract 98, Model Land Company Subdivision of Section 20, Township 44 south, Range 43 East, recorded in Plat Book 5 , Page 79, Records of Palm Beach County, Florida, and further described as follows: (For the purposes of this description, 2nd Avenue North is assumed to be due East-West, and all other bearings relative thereto); Beginning at the Northwest corner of said Tract 98, (also being the Northeast corner of Lot 1, Block 19, Plat of Englewood Manor, recorded in Plat Book 24, Page 52, Palm Beach County Records); thence running North $89^{\circ}59'300''$ East along the North line of said Tract 98, a distance of 506.58 feet to the Westerly right-of-way line of Keller's Canal; thence running South $21^{\circ}19'45''$ West, along the Westerly right-of-way at said Keller's Canal, a distance of 281.51 feet; thence running North $69^{\circ}25'27''$ West, a distance of 59.43 feet; thence running South $41^{\circ}15'00''$ West, a distance of 272.00 feet to the North right-of-way line of 2nd Avenue North as now laid out and in use; thence running due West along said North right-of-way line a distance of 224.62 feet; thence running North $0^{\circ}23'00''$ West along the East line of said Englewood Manor, a distance of 626.12 feet to the POINT OF BEGINNING.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. **Restrictions, covenants, conditions, easements, dedications and all other matters as contained on the Plat of MODEL LAND CO. SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, as affected by Resolution No. R-93-866, Abandoning a Portion of a 30.00 foot wide platted right of way known as 4th Avenue North, recorded in Official Records Book 7824, Page 1807.**
2. **Stipulated Order taking 25 feet in width for road right of way of subject property recorded in Official Records Book 17454, Page 772, Public Records of Palm Beach County, Florida.**
3. **Notice of intent to withhold Development Permits recorded in Official Records Book 19014, Page 924.**
4. **Potable Water and Wastewater Agreement with Palm Beach County, Florida recorded in Official Records Book 13022, Page 1639.**
5. **Any and all right, title or interest of the Lake Worth Drainage District, claimed, reserved, or now in use, by virtue of reservations contained in various Deeds, the Plats attached to the Affidavit recorded in Official Records Book 1732, page 612, or pursuant to Chancery Case No. 407, and as contained in the instrument recorded in Official Records Book 6495, page 761, and described in Affidavits in Official Records Book 6495, page 1165; Official Records Book 6495, page 1545 and Official Records Book 6495, page 1554, all of the Public Records of Palm Beach County, Florida.**

ATTACHMENT 7

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS
CONSISTENT WITH ZONING AND LAND USE REGULATIONS**

Name of Development: Village of Valor East

2559, 2441 and 2431 Second Avenue North

Development Location: Lake Worth, FL 33461

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 109

This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development's proposed number of units, density, and intended use are consistent with current land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use. To the best of my knowledge, there are no hearings or approvals required to obtain the appropriate zoning classification. Assuming compliance with the applicable land use regulations, there are no known conditions that would preclude construction or rehabilitation of the referenced Development on the proposed site.

CERTIFICATION

I certify that the City/County of Lake Worth has vested in me the authority to verify
(Name of City/County)

consistency with local land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

Kevin W. Fischer
Signature

Kevin Fischer
Print or Type Name

10/25/2018
Date Signed

Planning and Preservation Manager
Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 8-18)

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS
CONSISTENT WITH ZONING AND LAND USE REGULATIONS**

Name of Development: Village of Valor West

Second Avenue North

Development Location: Palm Springs, FL 33461 PCN: 70434420010980020

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 48

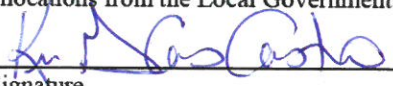
This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development's proposed number of units, density, and intended use are consistent with current land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use. To the best of my knowledge, there are no hearings or approvals required to obtain the appropriate zoning classification. Assuming compliance with the applicable land use regulations, there are no known conditions that would preclude construction or rehabilitation of the referenced Development on the proposed site.

CERTIFICATION

I certify that the City/County of Village of Palm Springs has vested in me the authority to verify
(Name of City/County)

consistency with local land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.



Signature

Kim Glas-Castro

Print or Type Name

November 7, 2018

Date Signed

Planning, Zoning & Building Director

Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

ATTACHMENT 8

**FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ELECTRICITY**

Name of Development: Village of Valor - East

2559, 2441 and 2431 Second Avenue North

Development Location: Lake Worth, FL 33461

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development Location met the following:

1. Electricity is available to the proposed Development, subject to item 2 below.
2. To access such electric service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment in connection with the construction of the Development.

CERTIFICATION

I certify that the foregoing information is true and correct.

Jean St Simon
Signature

JEAN ST SIMON

Print or Type Name

Distribution Engineer
Print or Type Title

10/04/18
Date Signed

City of Lake Worth
Name of Entity Providing Service

1900 2nd AVE N
Address (street address, city, state)

LAKE WORTH FL 33461

561-586-1699
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

**FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ELECTRICITY**

Name of Development: Village of Valor - West

2651 Second Avenue North

Development Location: Palm Springs, FL 33461

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development Location met the following:

1. Electricity is available to the proposed Development, subject to item 2 below.
2. To access such electric service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment in connection with the construction of the Development.

CERTIFICATION

I certify that the foregoing information is true and correct.

Jean St Simon
Signature
JEAN ST SIMON

Print or Type Name

Distribution Engineer
Print or Type Title

10/04/18
Date Signed

City of Lake Worth
Name of Entity Providing Service
1900 2nd Ave N

Address (street address, city, state)

Lake Worth FL 33461

561-586-1699
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

ATTACHMENT 9

**FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - WATER**

Name of Development: Village of Valor West

2nd Avenue North, Palm Springs, FL

Development Location: PCN 70-43-44-20-01-098-0020

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 48


This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development Location met the following:

1. Potable water is available to the proposed Development, subject to item 2 below.
2. To access such water service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, provide easements, and remove, relocate, install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development. Execution of this document does not guarantee that water service will be available to the Applicant in the future and does not provide the Applicant with any vested rights to receive water service. The availability of water services is subject to the approval of all applicable governmental agencies having jurisdiction over these matters.

CERTIFICATION

I certify that the foregoing information is true and correct.


Signature

Jackie Michels
Print or Type Name

Plan review Manager
Print or Type Title

10/22/18
Date Signed

Palm Beach County Water Utilities
Name of Entity Providing Service

8100 Forest Hill Blvd.
Address (street address, city, state)

West Palm Beach, Fl. 33413

561-493-6116
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

FLORIDA HOUSING FINANCE CORPORATION VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - WATER

Name of Development: Village of Valor East

2559, 2441, 2431 2 Avenue North

Development Location: Lake Worth, FL

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 109

This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development Location met the following:

1. Potable water is available to the proposed Development, subject to item 2 below.
2. To access such water service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, provide easements, and remove, relocate, install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development. Execution of this document does not guarantee that water service will be available to the Applicant in the future and does not provide the Applicant with any vested rights to receive water service. The availability of water services is subject to the approval of all applicable governmental agencies having jurisdiction over these matters.

CERTIFICATION

I certify that the foregoing information is true and correct.


Signature

Giles Rhoads, P.E.
Print or Type Name

Utility Engineer
Print or Type Title

10/26/18
Date Signed

City of Lake Worth
Name of Entity Providing Service

301 College St.
Address (street address, city, state)

Lake Worth, FL 33460

861-586-1640
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

ATTACHMENT 10

**FLORIDA HOUSING FINANCE CORPORATION
 VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE –
 SEWER CAPACITY, PACKAGE TREATMENT, OR SEPTIC TANK**

Name of Development: Village of Valor - West
2nd Avenue North, Palm Springs FL

Development Location: PCN 70-43-44-20-01-098-0020
 At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 48
 This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development Location met the following:

1. Sewer Capacity or Package Treatment is available to the proposed Development; or
2. There are no known prohibitions to installing a Septic Tank system with adequate capacity for the proposed Development location or, if necessary, upgrading an existing Septic Tank system with adequate capacity for the proposed Development location.

To access such waste treatment service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, provide easements, and/or remove, relocate, install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development. Execution of this document does not guarantee that waste treatment service will be available to the Applicant in the future and does not provide the Applicant with any vested rights to receive waste treatment service. The availability of waste treatment services is subject to the approval of all applicable governmental agencies having jurisdiction over these matters.

For projects located within Miami-Dade County, the Applicant is advised that the right to connect the referenced property to the Department's sewer system is subject to the terms, covenants and conditions set forth in court orders, judgments, consent orders, consent decrees and the like entered into between the County and the United States, the State of Florida, and/or any other governmental entity, including the Consent Decree entered on April 9, 2014, in the United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM, as well as all other current, subsequent or future enforcement and regulatory actions and proceedings.

CERTIFICATION

I certify that the foregoing information is true and correct.



 Signature

Jackie Michels

 Print or Type Name

Plan Review Manager

 Print or Type Title

10/22/18

 Date Signed

Palm Beach County Water Utilities

 Name of Entity Providing Service

8100 Forest Hill Blvd.

 Address (street address, city, state)

West Palm Beach, Fl. 33413

561-493-6116

 Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.
 (Form Rev. 8-18)

**FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE –
SEWER CAPACITY, PACKAGE TREATMENT, OR SEPTIC TANK**

Name of Development: Village of Valor - East
2559, 2441, 2431 2nd Avenue North

Development Location: Lake Worth, FL FL
At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 109
This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development Location met the following:

1. Sewer Capacity or Package Treatment is available to the proposed Development; or
2. There are no known prohibitions to installing a Septic Tank system with adequate capacity for the proposed Development location or, if necessary, upgrading an existing Septic Tank system with adequate capacity for the proposed Development location.

To access such waste treatment service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, provide easements, and/or remove, relocate, install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development. Execution of this document does not guarantee that waste treatment service will be available to the Applicant in the future and does not provide the Applicant with any vested rights to receive waste treatment service. The availability of waste treatment services is subject to the approval of all applicable governmental agencies having jurisdiction over these matters.

For projects located within Miami-Dade County, the Applicant is advised that the right to connect the referenced property to the Department's sewer system is subject to the terms, covenants and conditions set forth in court orders, judgments, consent orders, consent decrees and the like entered into between the County and the United States, the State of Florida, and/or any other governmental entity, including the Consent Decree entered on April 9, 2014, in the United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM, as well as all other current, subsequent or future enforcement and regulatory actions and proceedings.

CERTIFICATION

I certify that the foregoing information is true and correct.

Giles Rhoads
Signature

Giles Rhoads, P.E.
Print or Type Name

Utility Engineer
Print or Type Title

10/26/18
Date Signed

City of Lake Worth
Name of Entity Providing Service

301 College St.
Address (street address, city, state)

Lake Worth FL 33460

561-582-1640
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

ATTACHMENT 11

**FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ROADS**

Name of Development: Village of Valor East

3559, 2441 and 2431 Second Avenue North

Development Location: Lake Worth, FL 33461

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development Location met the following:

1. Existing paved roads provide access to the proposed Development or paved roads will be constructed as part of the proposed Development:
2. There are no impediments to the proposed Development using the roads other than payment of impact fees or providing curb cuts, turn lanes, signalization, or securing required final approvals and permits for the proposed Development: and
3. The execution of this verification is not a granting of traffic concurrency approval for the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct.



Signature

Felipe Lofaso

Print or Type Name

Assistant Director of Public Services

Print or Type Title

10/26/18

Date Signed

City of Lake Worth

Name of Entity Providing Service

1749 3rd Ave South, Lake Worth FL 33460

Address (street address, city, state)

561-586-1720

Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

FLORIDA HOUSING FINANCE CORPORATION VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ROADS

Name of Development: Village of Valor West

2nd Avenue North, Palm Springs, FL

Development Location: PCN 70-43-44-20-01-098-0020

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development Location met the following:

1. Existing paved roads provide access to the proposed Development or paved roads will be constructed as part of the proposed Development;
2. There are no impediments to the proposed Development using the roads other than payment of impact fees or providing curb cuts, turn lanes, signalization, or securing required final approvals and permits for the proposed Development; and
3. The execution of this verification is not a granting of traffic concurrency approval for the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct.

Jamie Caboreira

Signature

Jamie Caboreira

Print or Type Name

Planner

Print or Type Title

10-4-18

Date Signed

Village of Palm Springs

Name of Entity Providing Service

226 Cypress Ln, Palm Springs FL

Address (street address, city, state)

561-965-4016

Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

ATTACHMENT 12



January 28, 2019

Village of Valor
Village of Valor, LTD
8445 East Jefferson
Detroit, MI 48214
Attention: Kathy Makino, Authorized Representative

Re: Village of Valor, Lake Worth, Florida

Dear Kathy:

Thank you for the opportunity to discuss an equity investment, based on the purchase of the LIHTC in the amount of \$1,009,916 annually, by Alliant Capital, Ltd. (“Alliant”) in Village of Valor (“the Project”). Since 1997, Alliant has invested, through affiliated funds, in over \$5 billion in real estate projects that qualify for and are allocated low-income housing tax credits (“LIHTCs”) pursuant to Section 42 of the Internal Revenue Code of 1986. This letter describes our initial assumptions to inform our continued discussions about this potential investment and to provide support for your tax credit application.

I. Transaction Summary

A. Equity Amount, Price – The anticipated pricing is \$0.95 per dollar of LIHTC, available to the Investor over the full 10-year credit period, for a total investment of **\$9,594,200** based upon, investor to receive 99.99%, of the annual LIHTCs of **\$1,009,916**. If the closing of this investment does not occur within 120 days of the tax credit award issuance, Alliant may need to modify the price to reflect market conditions, in the exercise of its reasonable discretion.

B. Transaction Timeline

1. Closing and admission of Alliant to the Partnership: June 1, 2019
2. Start of construction of the Property: June 2019
3. Substantial completion of construction: November 2020
4. Stabilized Occupancy: April 2021
5. Closing of the permanent financing: April 2021

C. Equity Pay-in

Capital Contribution	Amount	% of total	Timing
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Village of Valor
 Attention: Kathy Makino
 January 28, 2019
 Page 2

1 st	Closing	\$1,918,840	20.00%	2 nd Quarter 2019
2 nd	Completion	\$5,756,520	60.00%	4 th Quarter 2020
3 rd	Stabilization	\$1,439,130	15.00%	2 nd Quarter 2021
4 th	8609	\$479,710	5.00%	4 th Quarter 2021

D. Developer Fee - \$5,207,046 of which 1,241,677 will be used as an Operating Reserve, \$2,470,474 will be deferred, and the remaining amount of \$1,494,895 is projected to be payable from the sources and uses, based upon the assumptions contained herein. The Developer to fee is projected to be paid as follows:

- 15% at closing (estimated at \$224,234);
- 20% at construction completion (estimated at \$298,979);
- 60% at Stabilization (estimated at \$896,937); and
- 5% at 8609 (estimated at \$74,745)

E. Required Reserves

Operating Deficit Reserve - an amount equal to \$1,241,677 to be paid from Developer Fee.

Reversion and Cash Flow Splits after waterfall – 90% to the General Partner 9.99%, to the Limited Partner and 0.01% to the Administrative Limited Partner.

F. Guarantees

1. Completion / Development Deficits. The Guarantor will guaranty that construction will commence within 30 days after Closing and will be substantially completed on schedule and in accordance with the approved plans and specifications. If at any time, the Partnership’s available sources of debt and equity are less than the funds necessary for timely payment of all development costs (excluding the Development Fee), then the Guarantor will fund the shortfall (*i.e.*, the “Development Deficit”) without reimbursement. The Guarantor will guaranty timely lease-up and rental achievement.

2. Operating Deficits. The Guarantor will guarantee and agree to advance to the Partnership sufficient funds, for a period of 60 months following the

Village of Valor
Attention: Kathy Makino
January 28, 2019
Page 3

date stabilization is attained (the “Operating Deficit Guaranty Period”), to fund operating deficits up to an amount of \$1,100,000.

3. Tax Credit Delivery. The Guarantor will guarantee, for the compliance period, the delivery of the projected tax credits and tax credits taken will not be recaptured.

G. Alliant Syndication/ Legal Fee – at closing, the Partnership will pay \$40,000 to the Investor on account of the costs associated with the preparation of such documents and with the due diligence, underwriting, and closing process.

H. Alliant Asset Management Fee - \$10,000 payable \$5,000 on April 1st and the balance on October 1st of each year.

Alliant Capital has reviewed the financial strength of the development team as well as the guarantors and finds them acceptable.

To facilitate our further discussions, I have attached an initial model that shows current assumptions and projections regarding the Project. The terms of our investment may change if the assumptions and projections regarding the Project change. After our discussions have progressed further, Alliant will prepare a Letter of Intent that will summarize the principal business terms for Alliant’s proposed investment.

Village of Valor
Attention: Kathy Makino
January 28, 2019
Page 4

I look forward to our continued discussions.

Very truly yours,

Alliant Capital, Ltd.

By: Alliant, Inc., its general partner

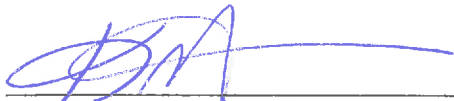


By: _____
Macy Kisilinsky
Vice President

The foregoing is hereby agreed to and confirmed:

Village of Valor, LTD

By: Village of Valor, LTD Authorized Representative

By:  _____

Date: 1-30, 2019

Name: KATHY MAKINO-LEIPSITZ
Title: AUTHORIZED REPRESENTATIVE

ATTACHMENT 13

DOUGHERTY MORTGAGE LLC

January 30, 2019

Village of Valor, LTD
c/o Ms. Kathy Makino-Leipsitz
8445 East Jefferson
Detroit, MI 48214

Dear Ms Makino-Leipsitz,

Dougherty Mortgage LLC ("DM") is pleased to offer to Village of Valor, LTD (the "Borrower") the following terms and conditions of financing:

Borrower: Village of Valor, LTD
Project: A 157-unit LIHTC multifamily housing project known as Village of Valor, located in Lake Worth, Florida.

CONSTRUCTION

Loan Amount(s): \$22,215,160
Interest Rate (est): 5% (Current spread of 3.00% of Prime with a floor a 5%)
Term: Interest only for 24 months with one six-month extension (50 bps fee)
Commitment Fees: 1% of Construction Loan Amount

PERMANENT

Loan Amount(s): \$14,539,800
Interest Rate (est): 5.50% (Based on current Fannie Mae spreads – Final rate to be determined prior to Rate Lock)
Term: 18 Years w/ 30 Years amortization
Commitment Fees: 1.5% of Permanent Loan Amount (Fannie Mae Forward Commitment)
Repayment: Monthly payments of principal and interest for an 18 year term, based on a 30 year amortization with a lump-sum balance due at maturity.
Collateral: Borrower shall grant to DM a first lien mortgage, assignment of rents and leases and security interest on the Project and all of Borrower's real property and personal property (the "Collateral").

Village of Valor
1-30-19
Page 2

- Appraisal:** DM shall engage an appraiser to evaluate the market value of only the land and improvements using a traditional income (stabilized rental income stream), replacement cost and sales comparison approach. The appraisal may not take into account any tax advantages, tax credits or other financial benefits which may be available to Borrower, the owner of the Project or any equity interest of such owner. The appraisal shall be delivered to DM prior to the consummation of the loan transaction (the "Closing") and the final loan amount shall reflect a ratio not to exceed 1:00 to 1:15 of loan proceeds to the value of the Project. The fee for the appraisal shall be paid by Borrower.
- Title Insurance:** Prior to closing, Borrower shall deliver to DM a Commitment for Title Insurance for an ALTA Loan Policy (or state equivalent) and copies of all title exception documents listed therein. The Commitment for Title Insurance, the title exception documents and the ALTA Loan Policy issued therefrom at Closing shall be acceptable to DM in its sole discretion and shall insure DM as mortgagee against any loss as a result of any and all defects or other failures in Borrower's title to the Project and shall affirmatively insure the priority of DM's mortgage lien over any liens for labor, material, contractors, sub-contractors, etc., arising out of the development of the Project.
- Environmental:** Borrower shall engage an environmental consultant acceptable to DM in its sole discretion and shall deliver to DM an Environmental Site Assessment in form and substance acceptable to DM prior to Closing. The cost of Environmental Site Assessment shall be paid by Borrower regardless of whether or not loan is closed. An Environmental Site Assessment which is unacceptable to DM and/or which indicates environmental damage or environmental risk to the Collateral will cause DM to rescind this offer.
- Insurance:** Throughout the term of the loan, Borrower shall maintain property and commercial general liability insurance on the Collateral in such amounts and against such liabilities and hazards, including flood insurance, where applicable, as required by DM. All insurance policies shall be issued by an insurance company or companies licensed in the state in which the Project is located and acceptable to DM in its sole discretion. All such insurance policies shall be in form and substance satisfactory to DM and shall designate DM and its successors and assigns as an additional insured and mortgagee loss payee beneficiary thereunder. At Closing, Borrower shall furnish DM with satisfactory evidence of insurance coverage.
- Guarantor(s):** The Loan will have a full-recourse repayment guarantee from Borrower and general partners of Borrower during construction. Upon conversion to permanent, the loan shall be non-recourse to the Borrower (and all limited and general partners of Borrower), except with regard to certain carve-outs in form and substance required by DM in its sole discretion.
- Final Reporting:** During the term of this loan, Borrower and any Guarantor(s) shall provide DM with all reasonably requested financial information, including but not limited to the following:
- Annual reviewed consolidating financial statements beginning December 31 of the year prior to closing of the loan.

Village of Valor
1-30-19
Page 3

- Tax returns within 120 days of each fiscal year end.
- Quarterly interim company prepared financial statements within 30 days of each quarter end. In addition, quarterly rent rolls shall also be provided regarding the project.

Conditions: No default or event of default shall have occurred and be continuing under other financing encumbering the Project obtained by Borrower from a third party lender. No default or event of default shall have occurred and be continuing under any LIHTC syndication documents and Borrower shall have satisfied all refinancing preconditions set forth in any LIHTC syndication documents or other third party loan documents. In addition, neither Borrower (or its general partner or any member thereof or any guarantor of any existing loan) nor any entity affiliated with Borrower (or its general partner or any member thereof) shall be in default regarding any material liabilities, including without limitation, indebtedness owed to DM, and all liens and liabilities associated with the Project must have been fully discharged and satisfied.

Loan Agreement: This offer is contingent upon the execution and delivery, prior to closing, of definitive documents in such form as satisfactory to DM and its counsel, which documents shall contain such covenants, representations and warranties, closing conditions and other terms as DM and its counsel deem appropriate. All reasonable attorney fees for document preparation and review, all recording, appraisal, environmental inspection, survey, title insurance and other fees and all other costs associated with this loan, including those incurred by DM, shall be paid by Borrower prior to or at Closing.


This offer for financing is extended to Borrower only and supersedes any prior written or oral agreement of any kind as it pertains to this transaction. Final documentation and terms and conditions of this loan are subject to modification upon completion of DM's final underwriting and due diligence review of Borrower and the Project and is subject to approval by DM's investment committee and counsel.

Village of Valor
1-30-19
Page 4

SIGNATURE PAGE TO FOLLOW

Sincerely,

Dougherty Mortgage LLC

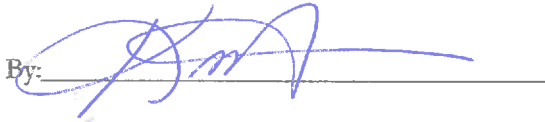

Ryan M. Shoars

Acknowledged and accepted this 30 day of January, 2019.

Village of Valor, LTD

By: Kathy Makino-Leipsitz

Its: Authorized Representative

By: 

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM**

Name of Development: Village of Valor

Development Location: 2431, 2441, 2559, and 2650 2nd Avenue North, Lake Worth FL 33461
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

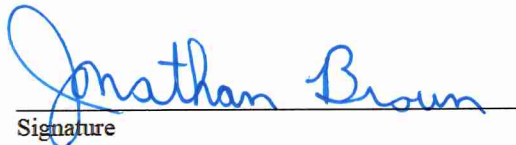
The City/County of Palm Beach, commits \$ 115,000.00 (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The value of the contribution based on the difference between the face amount of the above-referenced loan and the net present value of its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$75,000.00.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.


Signature

Jonathan B. Brown
Print or Type Name

Director, PBC Dept. Housing & Economic Sust.
Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.