

Attachment 16:
Grant Sizing Worksheet (HUD-53235)

Applicant:
Atlanta Housing Authority

File Name:
AHAAtt16GrantSize.pdf

CHOICE NEIGHBORHOODS IMPLEMENTATION GRANTS
FY2014 Grant Sizing Worksheet

FOLLOW THE STEP-BY-STEP INSTRUCTIONS

Page 1

Note: If completing attachment manually, rather than using the Excel workbook, start at Step 4 (page 2).

Step 1. Select your City from the menu below.
Click as indicated to see the lists of cities, scroll through the list, click on your City, and click "OK."

Step 2. Repeat Step 1 to select your State from the menu below.
Click as indicated to see the lists of states, scroll through the list, click on your State, and click "OK."

This table includes all Total Development Cost (TDC) dollar limits published on July 7, 2014 in accordance with HUD Notice PIH 2011-38. If your City is not shown, contact the HUD Office of Public Housing Investments, (202) 401-8812.

If you have selected a valid City/State combination, a table will be created that extends down to row 82. The TDC limits for each unit type shown on this table will be transferred automatically to the table on the next worksheet, "TDC Limit Calculation."

Step 3. After selecting the appropriate City and State, go to Step 4, page 2. (If using the Excel file, click on the worksheet tab entitled "TDC Limit Calculation" at the bottom of this window.)

City	ATLANTA	<-- Select your City from list here
StateName	GEORGIA	<-- Select your State from list here

		Bedrooms	Type	Data	Total
Detached / Semi-Detached	TDC Limit per Unit	0	Detached/Semi-Detached	Sum of 0 Bedrooms, TDC	131,087.00
		1		Sum of 1 Bedrooms, TDC	172,539.00
		2		Sum of 2 Bedrooms, TDC	206,934.00
		3		Sum of 3 Bedrooms, TDC	249,467.00
		4		Sum of 4 Bedrooms, TDC	293,990.00
		5		Sum of 5 Bedrooms, TDC	321,409.00
	HCC Limit per Unit	6		Sum of 6 Bedrooms, TDC	345,926.00
		0		Sum of 0 Bedrooms, HCC	74,907.00
		1		Sum of 1 Bedrooms, HCC	98,594.00
		2		Sum of 2 Bedrooms, HCC	118,248.00
		3		Sum of 3 Bedrooms, HCC	142,553.00
		4		Sum of 4 Bedrooms, HCC	167,994.00
Elevator	TDC Limit per Unit	5		Sum of 5 Bedrooms, HCC	183,662.00
		6		Sum of 6 Bedrooms, HCC	197,672.00
	HCC Limit per Unit	0	Elevator	Sum of 0 Bedrooms, TDC	110,290.00
		1		Sum of 1 Bedrooms, TDC	154,405.00
		2		Sum of 2 Bedrooms, TDC	198,521.00
		3		Sum of 3 Bedrooms, TDC	264,695.00
		4		Sum of 4 Bedrooms, TDC	330,869.00
		5		Sum of 5 Bedrooms, TDC	374,984.00
	HCC Limit per Unit	6		Sum of 6 Bedrooms, TDC	419,100.00
		0		Sum of 0 Bedrooms, HCC	68,931.00
		1		Sum of 1 Bedrooms, HCC	96,503.00
		2		Sum of 2 Bedrooms, HCC	124,076.00
		3		Sum of 3 Bedrooms, HCC	165,434.00
		4		Sum of 4 Bedrooms, HCC	206,793.00
Row House	TDC Limit per Unit	5		Sum of 5 Bedrooms, HCC	234,365.00
		6		Sum of 6 Bedrooms, HCC	261,938.00
	HCC Limit per Unit	0	Row House	Sum of 0 Bedrooms, TDC	123,833.00
		1		Sum of 1 Bedrooms, TDC	163,359.00
		2		Sum of 2 Bedrooms, TDC	196,393.00
		3		Sum of 3 Bedrooms, TDC	237,924.00
		4		Sum of 4 Bedrooms, TDC	282,958.00
		5		Sum of 5 Bedrooms, TDC	312,042.00
	HCC Limit per Unit	6		Sum of 6 Bedrooms, TDC	339,368.00
		0		Sum of 0 Bedrooms, HCC	70,761.00
		1		Sum of 1 Bedrooms, HCC	93,348.00
		2		Sum of 2 Bedrooms, HCC	112,225.00
		3		Sum of 3 Bedrooms, HCC	135,957.00
		4		Sum of 4 Bedrooms, HCC	161,691.00
Walkup	TDC Limit per Unit	5		Sum of 5 Bedrooms, HCC	178,310.00
		6		Sum of 6 Bedrooms, HCC	193,925.00
	HCC Limit per Unit	0	Walkup	Sum of 0 Bedrooms, TDC	103,092.00
		1		Sum of 1 Bedrooms, TDC	142,399.00
		2		Sum of 2 Bedrooms, TDC	180,596.00
		3		Sum of 3 Bedrooms, TDC	235,833.00
		4		Sum of 4 Bedrooms, TDC	293,987.00
		5		Sum of 5 Bedrooms, TDC	330,945.00
		6		Sum of 6 Bedrooms, TDC	367,383.00
	HCC Limit per Unit	0		Sum of 0 Bedrooms, HCC	58,910.00
		1		Sum of 1 Bedrooms, HCC	81,371.00
		2		Sum of 2 Bedrooms, HCC	103,198.00
		3		Sum of 3 Bedrooms, HCC	134,762.00
		4		Sum of 4 Bedrooms, HCC	167,993.00
		5		Sum of 5 Bedrooms, HCC	189,111.00
		6		Sum of 6 Bedrooms, HCC	209,933.00

CHOICE NEIGHBORHOODS IMPLEMENTATION GRANTS
FY2014 Grant Sizing Worksheet

Page 2

Step 4. Enter name of the Lead Applicant:

Atlanta Housing Authority

Step 5. (a) Enter name of targeted public and/or assisted hsg site(s):

Scholar's Landing

(b) Confirm correct City (selected in Step 1):

ATLANTA

(c) Confirm correct State (selected in Step 2):

GEORGIA

Note: If the selected City or State is wrong, return to Page 1, Steps 1 and 2, to correct your selections (navigate back to Step 1 by clicking on "Select City & State" tab below).

Step 6. In the appropriate "BUILDING TYPE" and bedroom ("BR") categories below, enter the number of "NEW UNITS" (use Table 6(a)), and/or "REHABILITATION UNITS" (use Table 6(b)), proposed for funding under this application.

The Excel form will calculate TDC limit subtotals for each unit type, and overall TDC limit totals, based on City and State selected at Steps 1 and 2.

If you are completing this attachment manually, use the applicable TDC limits for each unit type found in HUD Notice PIH 2011-38.

Definitions

NEW UNITS (Table 6(a)): include all on-site and off-site replacement units. Also include any homeownership units (including lease-purchase), that will be newly-constructed or acquired (with or without rehabilitation) utilizing any Choice Neighborhoods grant funds or other public housing capital assistance for development.

REHABILITATION UNITS (Table 6(b)): include only existing (i.e., in HUD's inventory) public housing and/or assisted units that are proposed for rehabilitation utilizing Choice Neighborhoods grant funds or other public housing capital assistance.

Building Types

Detached buildings are single-family dwellings.

Semi-Detached buildings, also referred to as "duplex" units, are structures that include only two units.

Elevator buildings include only those structures with an elevator and four or more floors above ground.

Row House refers to any structure with three or more units that has only vertical common walls.

If a building with three or more units has upper/lower units (and is not an elevator building), it is classified as a Walkup.

Walkup buildings include all structures with three or more units that are not classified as Elevator or Row House.

Table 6(a): NEW UNITS (new construction, acquisition, and units to be acquired and rehabilitated)

BUILDING TYPE	BR's	Number of Units	HCC Limit per Unit	HCC Totals	Community Renewal Allowance Total	TDC Limit per Unit for New Const.	TDC Limit Totals
Detached / Semi-Detached	1BR					\$ 172,539	\$ -
	2BR					\$ 206,934	\$ -
	3BR					\$ 249,467	\$ -
	4BR					\$ 293,990	\$ -
	5BR					\$ 321,409	\$ -
Elevator	1BR					\$ 154,405	\$ -
	2BR					\$ 198,521	\$ -
	3BR					\$ 264,695	\$ -
	4BR					\$ 330,869	\$ -
	5BR					\$ 374,984	\$ -
Row House	1BR					\$ 163,359	\$ -
	2BR					\$ 196,393	\$ -
	3BR					\$ 237,924	\$ -
	4BR					\$ 282,958	\$ -
	5BR					\$ 312,042	\$ -
Walkup	1BR	30				\$ 142,399	\$ 4,271,970
	2BR	80				\$ 180,596	\$ 14,447,680
	3BR	57				\$ 235,833	\$ 13,442,481
	4BR	2				\$ 293,987	\$ 587,974
	5BR					\$ 330,945	\$ -
Subtotal New Units:		169					

Table 6(b): REHABILITATION UNITS (existing public and/or assisted housing units to be rehabilitated)*

BUILDING TYPE	BR's	Number of Units	HCC Limit per Unit	HCC Totals	Comm Renewal Allowance Total	TDC Limit per Unit for Rehab*	TDC Limit Totals
Detached / Semi-Detached	1BR					\$ 155,285	\$ -
	2BR					\$ 186,241	\$ -
	3BR					\$ 224,520	\$ -
	4BR					\$ 264,591	\$ -
	5BR					\$ 289,268	\$ -
Elevator	1BR					\$ 138,965	\$ -
	2BR					\$ 178,669	\$ -
	3BR					\$ 238,226	\$ -
	4BR					\$ 297,782	\$ -
	5BR					\$ 337,486	\$ -
Row House	1BR					\$ 147,023	\$ -
	2BR					\$ 176,754	\$ -
	3BR					\$ 214,132	\$ -
	4BR					\$ 254,662	\$ -
	5BR					\$ 280,838	\$ -
Walkup	1BR					\$ 128,159	\$ -
	2BR					\$ 162,536	\$ -
	3BR					\$ 212,250	\$ -
	4BR					\$ 264,588	\$ -
	5BR					\$ 297,851	\$ -
Subtotal Rehab Units:		0					

6(c)

Totals for all New and Rehabilitation Units	169					\$ 32,750,105
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* TDC limits shown for Rehabilitation Units are 90% of the TDC limit for New Construction Units. If rehabilitation activity will change the number of units or the unit configuration (Building Types or number of Bedrooms) at the original project site, enter the number and configuration of units that will exist after rehabilitation, not the number of units and unit configuration before rehabilitation.

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this collection of information is mandatory to obtain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

CHOICE NEIGHBORHOODS IMPLEMENTATION GRANTS FY2014 Grant Sizing Worksheet

COMPLETE THIS WORKSHEET LAST

Page 3

To determine the maximum grant amount that may be requested in this Choice Neighborhoods Implementation application, enter the requested information. If you are using the Excel form, totals are calculated automatically.

If you are manually calculating the maximum grant amount that may be requested on this attachment, follow the calculation instructions provided below on this worksheet.

6(d) TDC limit, unadjusted (entered automatically from "TDC Limit Calculation") \$ 32,750,105

(To calculate manually, enter the TDC Limit Total for all New and Rehabilitation Units from line 6(c), page 2)

Step 7. Enter Choice Neighborhoods request for Supportive Services (SS) funding. \$ 4,500,000

(from Sources and Uses Budget)

(Note: request for Supportive Services funding may not exceed 15% of total grant requested. Any amount requested above 5% of grant must be matched by other sources.)

Step 8. Enter Choice Neighborhoods request for Critical Community Improvements (CCI) funding. \$ 4,500,000

(from Sources and Uses Budget)

(Note: request for Critical Community Improvements funding may not exceed 15% of total grant requested)

Step 9. Enter Choice Neighborhoods funds requested for demolition and remediation of dwelling units. \$ -

(Enter the combined total of the dwelling unit remediation and dwelling unit demolition line items from the Sources and Uses Budget)

Step 10. Enter number of public and/or assisted units to be demo'd (after date of application only). -

Step 11. Enter number of public and/or assisted units to be built back on the original site. (153 -)

(Do not include existing public and/or assisted units to be rehabilitated)

11(a) Number of public and/or assisted units to be demolished and not replaced back on original site -

(Number of units identified in Step 10, minus the number of units identified in Step 11)

11(b) Percent of original public and/or assisted units to be demo'd & not replaced back on orig. site #DIV/0! %

(Number of units identified in 11(a), divided by number of units identified in Step 10)

Example: Step 10 = 100 units to be demolished. Step 11 = 40 replacement units to be built back on original site. 11(a) = 60 units demolished and not built back on original site. 11(b) = 60/100 = 60%

11(c) Demo/abatement costs attributable to units to be demolished and not replaced on orig. site \$ -

(Dollar amount identified in Step 9, multiplied by percentage identified in 11(b))

Step 12. Enter Choice Neighborhoods request for "extraordinary site costs" (certified by architect or engineer). \$ 7,250,000

12(a) Subtotal: TDC limit, adjusted (for SS, CCI, abatement/demo, & extraord. site costs) \$ 49,000,105

(Total of amounts above: 6(d) + Step 7 + Step 8 + Step 11(c) + Step 12)

Step 13. Enter all other HUD PH capital assistance proposed for Choice Neighborhoods development. (\$ 19,000,000)

(Include any project funds from the following sources: Public Housing Capital Funds or Mod funds (e.g., CIAP or CGP funds); Public Housing Development grants; previously-awarded HOPE VI demolition-only grants; and any borrowed funds secured by Capital Funds (from Sources and Uses Budget))

RHF only

13(a) Subtotal: Adjusted maximum allowable grant, after accounting for additional capital assistance \$ 30,000,105

(Total of Subtotal in 11(a), minus amount identified in Step 12)

13(b) Maximum allowable Choice Neighborhoods Implementation Grant \$30,000,000

(In accordance with provisions of the HUD Choice Neighborhoods Notice of Funding Availability).

13(c) Maximum allowable Choice Neighborhoods Implementation Grant request \$ 30,000,000

(The lesser of 13(a) (adjusted max. possible grant), and 13(b) (\$30,000,000))

Step 14. Enter the amount of your Choice Neighborhoods Implementation Grant request \$ 30,000,000

(If less than maximum allowable grant request, above)

(Note: The maximum for CN Planning Grantees must be reduced, in accordance with the NOFA).

Attachment 15:
Resident and Community Involvement
Certification (HUD-53231)

Applicant:
Atlanta Housing Authority

File Name:
AHAAtt15ResComInv.pdf

CHOICE NEIGHBORHOODS – IMPLEMENTATION GRANTS
Resident and Community Involvement Certification

As part of your application for Choice Neighborhoods Implementation Grant funding, you, as the executive officer authorized to sign on behalf of your organization, must certify to the following and complete the form in its entirety. By signing this form, you are stating that to the best of your knowledge and belief, the certification is true and correct.

Lead Applicant: The Housing Authority of the City of Atlanta, Georgia

Name of Targeted Public and/or Assisted Housing Site(s):

University Homes

Resident and Community Involvement threshold requirement (from the NOFA, Implementation Grants Section, Section III.C.2) is as follows:

- (a) General. In accordance with section 24(e)(2)(D) of the 1937 Act, applicants must involve affected residents at the beginning and during the planning process for the transformation program, prior to the submission of an application. You are required to involve the affected public and/or assisted housing residents in the planning process and implementation of your Transformation Plan. This involvement must be continuous from the beginning of the planning process through the implementation and management of the grant, if awarded.
- (b) Resident Meeting. You must conduct at least one meeting with the residents of the target public and/or assisted housing to discuss the proposed Transformation Plan.
- (c) Public Meetings. You must conduct at least two public meetings with residents of the target public and/or assisted housing and the broader community, in order to involve them in a meaningful way, to develop the Transformation Plan.
- (d) Allowable Time Period for Resident and Public Meetings.
 - (i) Each of these meetings must take place on different days.
 - (ii) At least one public meeting, which included representation from the target public and/or assisted housing residents and the broader community, must have taken place at the beginning of the transformation planning process. This meeting can have occurred prior to the publication of this NOFA, but must have anticipated the project proposed in this application.
 - (iii) At least one meeting must have been held after the publication date of this NOFA.
- (e) Over the course of these meetings, the issues listed below must have been identified (i.e., all issues need not be addressed at each meeting):
 - (i) The Choice Neighborhoods planning and implementation process;
 - (ii) The proposed physical plan, including the extent of proposed demolition or rehabilitation of existing structures, and if applicable, proposed site design;
 - (iii) Planned supportive service activities;
 - (iv) Other proposed transformation activities;
 - (v) Relocation issues, such as relocation planning, mobility counseling, relocation benefits, and maintaining the Choice Neighborhoods community planning process during the demolition and reconstruction phases, where temporary relocation, i.e., relocation for a reasonable period (less than one year), is involved;
 - (vi) Reoccupancy plans and policies, such as site-based waiting lists; and
 - (vii) Economic Opportunities for Low- and Very Low-Income Persons, including efforts by the recipient, in accordance with Section 3 of the Housing and Urban Development Act of 1968 (Section 3) to ensure, to the greatest extent feasible, that training, employment, and other

economic opportunities will be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to low- and very low-income persons in the area in which the project is located. See the Section 3 regulations at 24 CFR Part 135.

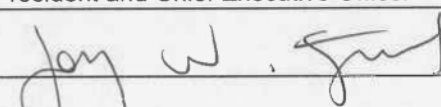
(f) **Physical Accessibility.** All training sessions and meetings must be held in facilities that are physically accessible to persons with disabilities. Where physical accessibility is not achievable, recipients and sub-recipients must give priority to alternative methods of product delivery that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate in accordance with HUD's implementing regulations for Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) at 24 CFR Part 8. In addition, all notices of and communications during all training sessions and public meetings shall be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities or provide other means of accommodation for persons with disabilities consistent with Section 504 of the Rehabilitation Act of 1973 and HUD's section 504 regulations. See 24 CFR 8.6.

(g) **Limited English Proficiency.** All applicants must take reasonable steps to ensure meaningful access to programs to persons with limited English proficiency (LEP), pursuant to Title VI of the Civil Rights Act of 1964. This may mean providing language assistance services to ensure meaningful resident and community involvement for persons with LEP as a result of their nationality. The Department published *Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons* (72 Fed. Reg. 2732; January 22, 2007) to assist recipients of HUD assistance in identifying language assistance needs and developing language assistance plans.

I certify that the Resident and Community Involvement threshold requirement (above) has been met.

Name of Lead Applicant Executive Officer: Joy W. Fitzgerald

Title: Interim President and Chief Executive Officer

Signature: 

Date: January 30, 2015

Date of Resident Meeting:

1. 12/11/2014

Other (optional): 12/22/2014 (two sessions: 10:00 a.m. and 1:00 p.m.), 8/6/2013, 8/8/2013, 2/07/2013, 5/31/2012, 2/07/2012

Dates of Public Meetings:

(Reminder: date of public meeting must be different from the date of the resident meeting)

1. 1/10/2015

2. 1/13/2015

Other (optional): 1/14/2015, 8/22/2013, 6/18/2013, 6/13/2013, 3/26/2013, 3/23/2013, 7/28/2012, 2/11/2012, 2/9/2012,

12/6/2011, 11/17/2011, 11/11/2011, 11/10/2011, 10/31/2011, 10/15/2011, 10/06/2011, 9/27/2011, 9/22/2011, 9/15/2011, 9/8/2011

**Attachment 14:
One-for-One Replacement Certification
(HUD-53238)**

**Applicant:
Atlanta Housing Authority**

**File Name:
AHAAtt14RepCert.pdf**

Not Applicable

CHOICE NEIGHBORHOODS – IMPLEMENTATION GRANTS**One-for-One Replacement Certification**

As part of your application for Choice Neighborhoods Implementation Grant funding, you, as the executive officer authorized to sign on behalf of your organization, must certify to the following. By signing this form, you are stating that to the best of your knowledge and belief, the certification is true and correct.

Lead Applicant: Atlanta Housing Authority

Name of Targeted Public and/or Assisted Housing Site(s):

University Homes

One-for-One Replacement of Public and/or Assisted Housing Units. Each Transformation Plan that provides for public and/or assisted dwelling units to be demolished or disposed must provide as follows:

(1) **Public Housing Replacement Housing.** For all public housing dwelling units still physically standing as of the application due date which will be demolished or disposed, the Transformation Plan must provide for replacement of the same number of bedrooms. The number of dwelling units replaced may be greater or fewer than those still physically standing, so the overall unit mix meets the needs of the existing residents, takes into account needs of the residents on the waiting list, and is aligned with the results of a recent housing market study. For example, if the development has experienced high vacancy rates for efficiency and one-bedroom units and the PHA waiting list and market study indicate there is no expectation of demand in the future, but there is a need for three-bedroom units, three one-bedroom and/or efficiency units may be combined to create a three-bedroom unit. Larger bedroom units (i.e. four or more bedrooms) may only be converted to create additional smaller-bedroom units if 1) the PHA is currently under its Faircloth limit (i.e. Section 9(g)(3) of the United States Housing Act of 1937, as amended) and 2) there are no existing households or waiting-list households requiring larger-bedroom units, and the market study indicates there will not be future demand.

(2) **Assisted Housing Replacement Housing.** For all Assisted Housing units still physically standing as of the application due date which are to be demolished or disposed, the Transformation Plan must provide for one-for-one replacement in accordance with all HUD policies, procedures and requirements for project-based section 8 Housing Assistance Payments ("HAP") contract.

(3) **Housing Choice Opportunities for Returning Tenants.** In instances where the tenants of the original properties, both public housing and Assisted Housing, need a different number of bedrooms than households on the waiting list, the plan may enable displaced tenants to exercise their opportunity under program requirement, "Housing Choice Opportunities for Returning Tenants," in section III.C.3.a using a tenant-based voucher in the original neighborhood or other neighborhood of the tenants' choice.

(4) **Location.**

(a) Replacement housing units shall be developed:

- (i) On-site (i.e., on the target housing site and/or in the target neighborhood being revitalized); and
- (ii) Off-site (i.e., outside of the target neighborhood but within the metropolitan area up to 25 miles from the target housing site), as necessary to:

(a) Overcome the effects of impediments to fair housing choice consistent with actions identified in an applicable Analysis of Impediments to fair housing choice (AI) (24 CFR 91.225 or 91.325); address other affirmatively furthering fair housing objectives as described in the grant application; or comply with a voluntary agreement, settlement, or order to resolve a finding or charge of violating a nondiscrimination or equal opportunity requirement;

(b) De-concentrate poverty; or

(c) Redevelop onsite with appropriate densities.

(b) Replacement housing outside the target neighborhood (i.e., off-site) must:

(i) Offer access to economic opportunities and public transportation and be accessible to social, recreational, educational, commercial, health facilities and services, and other municipal services and facilities that are comparable to those that will be provided in the target neighborhood; and

(ii) Be located neither in areas of minority concentration nor in areas with a poverty rate above 40 percent. A neighborhood of minority concentration is a Census tract or other defined geographic area in which the percentage of residents who are racial or ethnic minorities is at least 20 percentage points higher than the percentage of minority residents in the Metropolitan Statistical Area (MSA) (or jurisdiction not in a MSA) as a whole. In MSAs (or jurisdictions not in MSAs) in which the majority of residents are racial or ethnic minorities, HUD will consider and rely on all relevant information to determine whether the neighborhood proposed for replacement housing will lead to the creation of more inclusive and integrated housing in opportunity-rich neighborhoods.

(5) **Types of Units.** Replacement housing is housing that will replace demolished, disposed of, or otherwise reduced public or assisted housing. It includes housing assisted under section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f and 42 U.S.C 1437g), section 202 of Housing Act of 1959 (12 U.S.C. 1701q), and section 811 of the National Affordable Housing Act of 1990 (42 U.S.C 8013). With regard to section 8 housing, project-based vouchers (section 8(o)(13) of the US Housing Act of 1937) and project-based rental assistance as provided in a RAD conversion are included in this definition, but tenant-based vouchers are excluded except as permitted by HUD. To satisfy the one-for-one replacement requirement through acquisition, the replacement unit must not have been receiving assistance prior to submitting the application under the sections listed above in this paragraph. For example, you cannot acquire a Section 202 funded property that is near the public or assisted housing site targeted in the application for the purposes of deeming that replacement housing.

(6) **Section 8 Project Based Voucher Replacement Housing Development.** Section 8 project-based vouchers may be developed as replacement housing by:

(a) The Housing Implementation Entity and/or

(b) Entities other than the Housing Implementation Entity provided that the local PHA has an established PBV program housing in accordance with 24 CFR.983. The PHA must provide a signed commitment to the Lead Applicant and the Housing Implementation Entity that it will provide a specific number of PBVs as replacement housing to be built in eligible Choice Neighborhoods replacement locations as described above.

(c) In the event the PBVs are not developed, the Housing Implementation Entity will be responsible for meeting the one-for-one requirements established above.

(7) **Tenant-based Vouchers as Replacement Housing.** The following is an exception to the hard-unit one-for-one replacement criteria described above. HUD must provide written approval to grant this exception. A grantee may replace up to half of the public housing and/or assisted housing dwelling units that are demolished or disposed of under the Transformation Plan with tenant-based vouchers in housing markets where there is an adequate supply of affordable rental housing in areas of low poverty. Please note that this exception does not supersede an entity's obligation to comply with other one-for-one replacement requirements associated with other funding sources (e.g. Section 104(d) of the Housing and Community Development Act). Refer to the NOFA for additional details on how to seek HUD's approval for this exception.

I certify that the One-for-One Replacement threshold requirement (above) will be met.

As of grant application deadline:

Number of public and/or assisted housing units standing:

0

Number of bedrooms in the public and/or assisted housing units:

0

Name of Lead Applicant Executive Officer: Joy Fitzgerald

Title: Interim President and CEO

Signature: 

Date: January 29, 2015

Attachment 13:
Local Government Support

Applicant:
Atlanta Housing Authority

File Name:
AHAAtt13GovSup.pdf



CITY OF ATLANTA

55 TRINITY AVE, S.W.
ATLANTA, GEORGIA 30335-0300

TEL (404) 330-6100

KASIM REED
MAYOR

February 1, 2015

Ms. Joy Fitzgerald
Interim President and CEO
Atlanta Housing Authority
230 John Wesley Dobbs Avenue
Atlanta, Georgia 30303

Re: FY2014 Choice Neighborhoods Implementation Grant Application

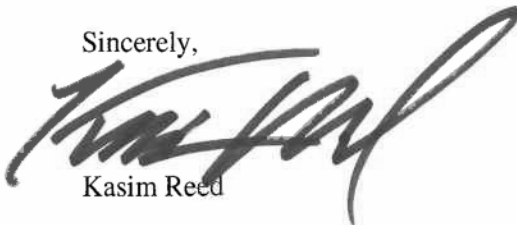
Dear Ms. Fitzgerald:

The City of Atlanta is pleased to support the Atlanta Housing Authority's application for a FY2014 Choice Neighborhoods Implementation Grant for the University Choice Neighborhood.

I understand that the Neighborhood component of the University Choice Neighborhood Transformation Plan includes strategies to acquire and demolish vacant and dilapidated properties, support strategic residential infill development, implement measures to improve public safety, and seed the development of much-needed community facilities. These strategies are in direct alignment with the city's and Invest Atlanta's neighborhood investments and are a necessary catalyst for the transformation of the key Westside neighborhoods of Vine City, Ashview Heights, and the Atlanta University Center neighborhood.

The City commits to providing a total of \$1,000,000 of its Community Development Block Grant (CDBG) funds in annual allocations over a five year period from 2016 through 2020, in accordance with the annual project allocation process. These funds will be used for demolition of targeted dilapidated properties within the University Choice Neighborhood and other activities in support of the Transformation Plan's strategies.

Sincerely,



Kasim Reed

**Attachment 66:
Form HUD-96011**

**Applicant:
Atlanta Housing Authority**

**File Name:
AHAAtt66HUD96011.pdf**

Not Applicable

**Attachment 65:
Applicant/Recipient Disclosure/Update
Report (HUD-2880)**

**Applicant:
Atlanta Housing Authority**

**File Name:
AHAAtt65AppRecDis.pdf**

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Approval No. 2510-0011 (exp. 12/31/2015)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report ☒ or an Update Report ☐

1. Applicant/Recipient Name, Address, and Phone (include area code): The Housing Authority of the City of Atlanta, Georgia 230 John Wesley Dobbs Avenue, Atlanta, Georgia 30303 404 685-4377	2. Social Security Number or Employer ID Number: 58-6002356
3. HUD Program Name Choice Neighborhoods Implementation Grant Program	4. Amount of HUD Assistance Requested/Received 30,000,000
5. State the name and location (street address, City and State) of the project or activity: University Homes Choice Neighborhood, Atlanta, Georgia	

Part I Threshold Determinations

- | | |
|--|--|
| 1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|--|--|

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form.
However, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
See Attached			

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
Duvernay & Brooks, LLC	58-2472927	Consultant	(b)(4)
EJP Consulting Group, LLC	26-1850576	Consultant	
MBS-Integral UCNI, LLC	47-3039310	Developer	

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature: 	Date: (mm/dd/yyyy) 02/07/2015
---	----------------------------------

X

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
Atlanta Housing Authority, 230 John Wesley Dobbs	Program Income Funds	7,250,000	Public Infrastructure and Remedial Site Work
Atlanta Housing Authority, 230 John Wesley Dobbs	Replacement Housing Fund	7,250,000	Public Infrastructure and Remedial Site Work
Atlanta Housing Authority, 230 John Wesley Dobbs	Replacement Housing Fund	10,500,000	Construction of Ashley I and Ashley II (Blocks B, H & E)
Atlanta Housing Authority, 230 John Wesley Dobbs	MTW Reserve Funds	12,500,000	Renovation of Roosevelt Hall, Admin and Human Services
Atlanta Workforce Development Agency	Human Services	10,340,725	Work Readiness and Job Placement Services
City of Atlanta, 55 Trinity Street, Atlanta, GA	CDBG	1,000,000	Demolition of dilapidated and abandon properties
Dept. of Community Affairs, 60 Executive Park S, Atlanta	4% Tax Credit Equity	9,194,360	Phase I Oasis Block C
Dept. of Community Affairs, 60 Executive Park S, Atlanta	4% Tax Credit Equity	8,705,501	Develop Block E (Ashley I)
Dept. of Community Affairs, 60 Executive Park S, Atlanta	4% Tax Credit Equity	4,504,648	Develop Blocks B&H (Ashley II)
Home Depot	Grant	450,000	Oasis at Scholars Landing
Invest Atlanta/AEMI, 133 Peachtree Street, Suite 2900 At	New Market Tax Credit	4,000,000	Phase IV Retail - Block B
Invest Atlanta/AEMI, 133 Peachtree Street, Suite 2900 At	New Market Tax Credit	4,000,000	Renovation of Roosevelt Hall
Invest Atlanta/URFA, 133 Peachtree Street, Suite 2900 At	Tax Exempt Bonds	14,500,000	Develop Block E (Ashley I)
Invest Atlanta/URFA, 133 Peachtree Street, Suite 2900 At	Tax Exempt Bonds	16,700,000	Develop Blocks B&H (Ashley II)
Invest Atlanta/URFA, 133 Peachtree Street, Suite 2900 Atlanta		23,493,000	Community Improvements; Home Loan Program; Land Assembly/Demo

**Attachment 64:
Disclosure of Lobbying Activities
(SF-LLL)**

**Applicant:
Atlanta Housing Authority**

**File Name:
AHAAtt64Lobby.pdf**

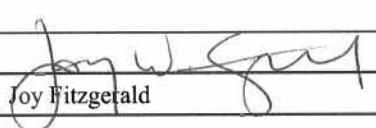
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="checked" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input checked="checked" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: The Housing Authority of the City of Atlanta, Georgia, 230 John Wesley Dobbs Avenue Atlanta, Georgia 30303-2421 Congressional District, if known: 5			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: 5		
6. Federal Department/Agency: U.S. Department of Housing and Urban Development			7. Federal Program Name/Description: Choice Neighborhoods Implementation Grants CFDA Number, if applicable: 14.889		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ 30,000,000		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:  Print Name: Joy Fitzgerald Title: Interim President and CEO Telephone No.: 404 685-4377 Date: 2/6/15		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Attachment 63:
Application for Federal Assistance
(SF-424)**

**Applicant:
Atlanta Housing Authority**

**File Name:
AHAAtt63AppFed.pdf**

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

GA006

5a. Federal Entity Identifier:

GA006

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

The Housing Authority of the City of Atlanta, Georgia

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

58-6002356

*** c. Organizational DUNS:**

0691898500000

d. Address:

*** Street1:**

230 John Wesley Dobbs Avenue, NE

Street2:

*** City:**

Atlanta

County/Parish:

Fulton

*** State:**

GA: Georgia

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

30303-2421

e. Organizational Unit:

Department Name:

Real Estate Dev & Acquisitons

Division Name:

Real Estate Group

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Patricia

Middle Name:

*** Last Name:**

O'Connell

Suffix:

Title:

Vice President Real Estate Dev & Acquisition

Organizational Affiliation:

*** Telephone Number:**

404-685-4365

Fax Number:

404-888-6089

*** Email:**

trish.oconnell@atlantahousing.org

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

L: Public/Indian Housing Authority

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.889

CFDA Title:

Choice Neighborhoods Implementation Grants (B)

* 12. Funding Opportunity Number:

FR-5800-N-11

* Title:

Choice Neighborhoods Implementation Grant Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Attach map of Scholars Landing Choice Neighborhood

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

5

* b. Program/Project

5

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

10/05/2015

* b. End Date:

09/30/2021

18. Estimated Funding (\$):

* a. Federal

30,000,000.00

* b. Applicant

(b)(4)

* c. State

0.00

* d. Local

81,117,417.00

* e. Other

(b)(4)

* f. Program Income

* g. TOTAL

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Joy

Middle Name:

* Last Name:

Fitzgerald

Suffix:

* Title:

Interim President and Chief Executive Officer

* Telephone Number:

(404) 685-4377

Fax Number:

(404) 888-6089

* Email:

joy.fitzgerald@atlantahousing.org

* Signature of Authorized Representative:

* Date Signed:

2/7/15

**Attachment 62:
Housing Choice Voucher Application
(HUD-52515)**

**Applicant:
Atlanta Housing Authority**

**File Name:
AHAAtt62HCVApp.pdf**

Not Applicable

**Attachment 61:
Choice Neighborhoods Application
Certifications (HUD-53420)**

**Applicant:
Atlanta Housing Authority**

**File Name:
AHAAtt61CNAppCert.pdf**

CHOICE NEIGHBORHOODS APPLICATION CERTIFICATIONS – IMPLEMENTATION GRANTS

The following are certifications to and agreements with the Department of Housing and Urban Development (HUD) required in connection with the Choice Neighborhoods Implementation Grants application and implementation.

1. The public or assisted housing project targeted in this Choice Neighborhoods grant application meets the definition of severe distress in accordance with Section 24(j)(2) of the United States Housing Act of 1937 ("1937 Act").
2. The Lead Applicant and Co-Applicant (if any) have not received assistance from the Federal government, State, or unit of local government, or any agency or instrumentality, for the specific activities for which funding is requested in the Choice Neighborhoods application.
3. The Lead Applicant and Co-Applicant (if any) do not have any litigation pending which would preclude timely startup of activities.
4. The Lead Applicant and Co-Applicant (if any) are in full compliance with any desegregation or other court order related to Fair Housing (e.g., Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and Section 504 of the Rehabilitation Act of 1973) that affects the Lead Applicant's and Co-Applicant's (if any) public or assisted housing program and that is in effect on the date of application submission.
5. The Lead Applicant and Co-Applicant (if any) have returned any excess advances received during development or modernization, or amounts determined by HUD to constitute excess financing based on a HUD-approved Actual Development Cost Certificate (ADCC) or Actual Modernization Cost Certificate (AMCC), or other HUD contracts, or that HUD has approved a pay-back plan.
6. There are no environmental factors, such as sewer moratoriums, precluding development in the requested locality.
7. In accordance with the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128), the property targeted for acquisition or construction (including rehabilitation) is not located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - (a) The community in which the area is situated is participating in the National Flood Insurance program (see 44 CFR parts 59 through 79), or less than one year has passed since FEMA notification regarding such hazards; and
 - (b) Where the community is participating in the National Flood Insurance Program, flood insurance is obtained as a condition of execution of a Grant Agreement and approval of any subsequent demolition or disposition application.
8. The application does not target properties in the Coastal Barrier Resources System, in accordance with the Coastal Barrier Resources Act (16 U.S.C. 3501).

If selected for Choice Neighborhoods funding:

9. The Lead Applicant and Co-Applicant (if any) will ensure compliance with all policies, procedures, and requirements, including the Program Requirements provided in the NOFA, Implementation Grants Section, Section III.C.3, prescribed by HUD for the Choice Neighborhoods Program.

10. The Lead Applicant and Co-Applicant (of any), will ensure that Choice Neighborhoods grant activities are implemented in a timely, efficient, and economical manner. The Lead Applicant and Co-Applicant (of any), will ensure that all FY 2013 Choice Neighborhoods grant funds are expended by the statutory deadline. In accordance with 31 U.S.C. § 1552, all FY 2014 Choice Neighborhoods funds expire on September 30, 2021. Any funds that are not expended by that date will be cancelled and recaptured by the Treasury, and thereafter will not be available for obligation or expenditure for any purpose.

11. The Lead Applicant and Co-Applicant (if any) will ensure assistance from the Federal government, State, or unit of local government, or any agency or instrumentality is not received for the specific activities funded by the Choice Neighborhoods grant. The Lead Applicant and Co-Applicant (if any) has established controls to ensure that any activity funded by the Choice Neighborhoods grant is not also funded by any other HUD program, thereby preventing duplicate funding of any activity.

12. The Lead Applicant and Co-Applicant (if any) will ensure that more assistance is not provided to any housing site or neighborhood under the Choice Neighborhoods grant than is necessary to provide affordable housing and neighborhood transformation after taking into account other governmental assistance provided.

13. The Lead Applicant and Co-Applicant (if any) will ensure that the aggregate amount of the Choice Neighborhoods grant is supplemented with funds from sources other than Choice Neighborhoods in an amount not less than 5 percent of the amount of the Choice Neighborhoods grant in accordance with Section III.B of the Implementation Grants NOFA.

14. In addition to supplemental amounts provided in accordance with Certification 13 above, if the Lead Applicant and Co-Applicant (if any) use more than 5 percent of the Choice Neighborhoods grant for the supportive services component, they will ensure that supplemental funds are provided from sources other than Choice Neighborhoods, dollar for dollar, for the amount over 5 percent of the grant used for the supportive services component. No more than 15 percent of grant funds may be used for supportive services, as defined in the NOFA.

15. The Lead Applicant and Co-Applicant (if any) will ensure that no more than 15 percent of funds will be used for Critical Community Improvements, as defined in section I.C of the NOFA.

16. The Lead Applicant and Co-Applicant (if any) will ensure compliance with:

- (a) The Fair Housing Act (42 U.S.C. 3601-19) and regulations at 24 CFR part 100;
- (b) The prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations at 24 CFR part 8);
- (c) Title II of the Americans with Disabilities Act (42 U.S.C 12101 et seq.) and its implementing regulations at 28 CFR part 36;
- (d) The Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151) and regulations at 24 CFR part 40).

17. The Lead Applicant and Co-Applicant (if any) will ensure compliance with all Choice Neighborhoods requirements for reporting, providing access to records, and evaluation.

Lead Applicant: The Housing Authority of the City of Atlanta, Georgia

Co-Applicant (if any): City of Atlanta

Name of Targeted Public and/or Assisted Housing Site(s):

University Homes

I approve the submission of the Choice Neighborhoods application of which this document is a part and make the above certifications to and agreements with the Department of Housing and Urban Development (HUD) in connection with the application and implementation thereof:

Name of Lead Applicant's Executive Officer: Joy Fitzgerald

Title: Interim President and Chief Executive Officer

Signature: 

Date: 2/4/15

Name of Co-Applicant's (if any) Executive Officer: Kasim Reed

Title: Mayor, City of Atlanta

Signature: 

Date: 2/4/15

The following signature is applicable if the Lead Applicant or Co-Applicant is a Public Housing Authority.

Acting on behalf of the Board of Commissioners of the Housing Authority listed below, as its Chairman, I approve the submission of the Choice Neighborhoods application of which this document is a part and make the above certifications to and agreements with the Department of Housing and Urban Development (HUD) in connection with the application and implementation thereof:

Certified By: Board Chairman's Name: Daniel J. Halpern

Board Chairman's Signature: 

Date: 2/4/15

Warning: HUD will prosecute false claims and statements. Conviction may result in the imposition of criminal and civil penalties. (18 U.S.C. 1001, 1010, 1012, 32 U.S.C. 3729, 3802)

**Attachment 60:
Capital Fund Financing Program (CFFP)
Documentation**

**Applicant:
Atlanta Housing Authority**

**File Name:
AHAAAtt60CFFP.pdf**

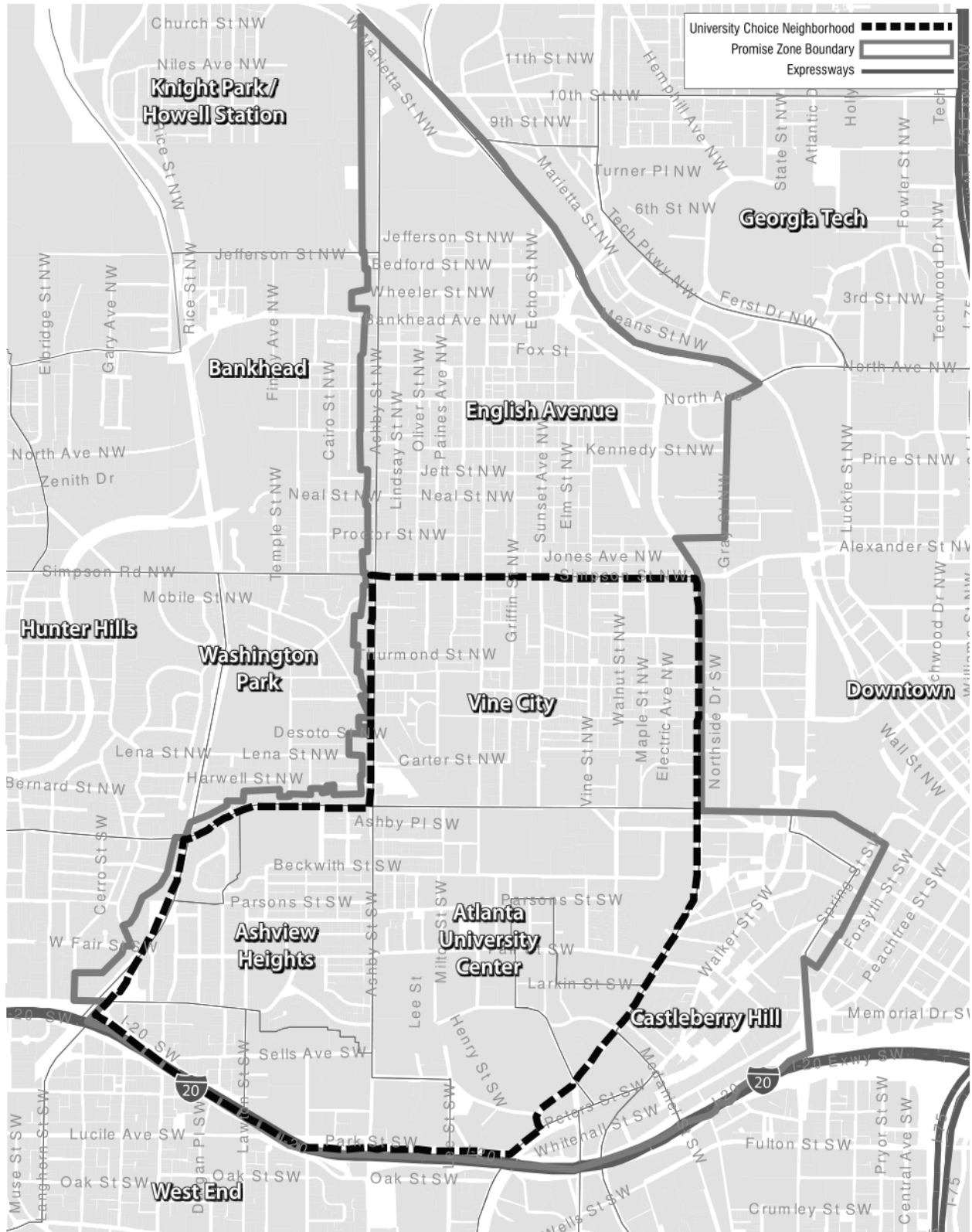
Not Applicable

Attachment 59:
Promise Zone Engagement

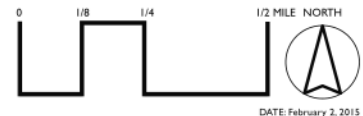
Applicant:
Atlanta Housing Authority

File Name:
AHAAtt59PromZone.pdf

The City of Atlanta submitted a FY2014 Promise Zone application in November 2014 for the boundary shown in the map below, which encompasses the University Choice Neighborhood.



CHOICE NEIGHBORHOOD IMPLEMENTATION GRANT
Atlanta Housing Authority



DATE: February 2, 2015

Attachment 58:
Preferred Sustainable Status Certification
(HUD-2995)

Applicant:
Atlanta Housing Authority

File Name:
AHAAtt58PrefSustStat.pdf

U.S. Department of Housing
and Urban Development

Certification of Consistency with Sustainable Communities Planning and Implementation

I certify that the proposed activities/projects in this application are consistent with the Livability Principles advanced by communities in the FY2010 Sustainable Communities Regional Planning and HUD-DOT Challenge Grants.

(Type or clearly print the following information)

Applicant Name:

Name of the Federal Program to
which the applicant is applying:

Name of the Preferred Sustainable
Communities Status Community:

I further certify that:

- (1) The applicant is engaged in activities, that in consultation with the designated Point of Contact of the HUD designated Preferred Sustainability Status Communities, further the purposes of the regional planning grant program;
- (2) The applicant's proposed activities either directly reflect the Livability Principles cited and contained in HUD's General Section to the FY2011 NOFAs or will result in the delivery of services that are consistent with the goals of the Livability Principles;
- (3) The applicant has committed to maintain an on-going relationship with the HUD Preferred Sustainability Status Communities for the purposes of being part of the planning and implementation processes in the designated area.

Name of the Official Authorized to Certify the Preferred

Sustainable Communities Status meets

the above criteria to receive bonus points: Jared Lombard

Title: Principal Planner

Organization: Atlanta Regional Commission

Signature:

Date 01/20/2015

(mm/dd/yyyy)

Attachment 57:
People Leverage Documentation

Applicant:
Atlanta Housing Authority

File Name:
AHAAtt57PeopleLev.pdf

Attachment 57: People Resources

OMB Approval No. 2577-0269
(exp. 1/31/2015)

List all funds or services that will be used for the People component of your Transformation Plan only. For each resource you list, you must provide a commitment document behind this attachment that meets the standards described the match and leveraging section of the NOFA. The amounts listed on this form must be consistent with the amounts listed on the Sources & Uses Attachment and the amounts in each resource commitment document.

Source of People Resource	Total Dollar Value of Resource	Amount that is a New Resource	Amount that is an Existing Resource	Page # of Commitment Document	HUD Use Only	
					Amount Approved-New Resource	Amount Approved-Existing Resource
Atlanta Community Food Bank	(b)(4)			6		
Atlanta Public Schools	\$ -	\$ -	\$ -	10		
AUCC, Inc	(b)(4)			13		
Atlanta Workforce Development Age				16		
Blank Family Foundation				19		
Boys and Girls Club of Metro Atlanta				24		
Clark Atlanta University				27		
Communities in Schools				32		
Families First				34		
Family Health Centers of Georgia				38		
Georgia Pacific				40		
Literacy Action				41		
Morehouse School of Medicine				43		
National Cares Mentoring Movement				46		
Smart & Secure Children-Morehouse				50		
Spelman College				52		
United Way of Greater Atlanta				55		
Urban League of Greater Atlanta				60		
Page Total	\$ 46,596,119	\$ 34,894,490	\$ 11,701,629	\$ 606.00	\$	\$

Page ____ of ____

Attachment 57: People Leverage Summary Table

TOTAL Leverage Amount - Existing	TOTAL Leverage Amount - New	Brief Service Description	TOTAL # of Former University Homes Residents Served	TOTAL # of Other Neighborhood Residents Served
<i>Note: Leverage and residents served are reported as total number across all years committed. Some residents may participate in a given program in more than one year. Assume the commitment is for 5 years unless otherwise noted.</i>				
Atlanta Community Food Bank				
\$ (b)(4)		Food assistance	440	1860
\$		Nutrition Education - programming	0	450
\$		SNAP public benefit outreach	125	375
\$		Mobile Produce Market (1 year)	0	1000
\$			565	3685
Atlanta Public Schools				
NA	NA	Use of school facilities to support school-based programs and community engagement activities	NA	NA
Atlanta University Consortium Inc. (AUCC, Inc.)				
\$ -	(b)(4)	Community Capacity Building and Development	0	125
\$ -		Financial Literacy and Homebuyer Training	0	1000
\$ -		Legal Clinic	0	500
\$ -		Office space	NA	NA
\$ -			0	1625
Atlanta Workforce Development Agency				
\$ -	(b)(4)	Subsidized work experience	125	500
\$ -		Individual Training Accounts - funding for eligible adults, dislocated workers, and youth seeking occupational skills training and employment in high demand industries or sectors.	25	175
\$ -		Work readiness and employability/soft skills training	250	575
\$ -			400	1250
Blank Family Foundation				
(b)(4)		Human Capital Development: Workforce Case Management, hard skills employment and training, contextualized literacy programs	0	665
		Consultant to facilitate planning process with the community and development of the Washington Cluster Plan, best practice site visits for cluster principals, and education programming	0	NA
			0	665
Boys & Girls Club of Metro Atlanta				
(b)(4)		Academic, character and leadership development, and healthy lifestyles programming at Harland B&GC.	312	923
			312	923

TOTAL Leverage Amount - Existing	TOTAL Leverage Amount - New	Brief Service Description	TOTAL # of Former University Homes Residents Served	TOTAL # of Other Neighborhood Residents Served
Note: Leverage and residents served are reported as total number across all years committed. Some residents may participate in a given program in more than one year. Assume the commitment is for 5 years unless otherwise noted.				
Clark Atlanta University				
(b)(4)		Community Outreach food project (10 student volunteers)	NA	NA
		Workshops about hunger (20 student volunteers)	NA	NA
		Parent/Student/Community education seminars (15 faculty, 20 students)	NA	NA
		Academic tutors for students with special learning gaps and Content Experts for teachers and parents (10 faculty, 20 students)	NA	NA
		Social support agents to build partnerships between schools and the community (5 faculty, 60 students)	NA	NA
		Social work interns provide program support by identifying needed resources and services to students and families in the APS-Washington Cluster (10 students)	NA	NA
		Social work interns provide program support by identifying needed resources and services to improve graduation rates in the APS-Washington Cluster (10 students)	NA	NA
		Social work interns provide program support by providing needed resources and services to address and reduce issues of violence and bullying among elementary and middle school students in the APS-Washington Cluster (4 students)	NA	NA
		Community outreach to address health disparities and disseminate education information about awareness of prostate cancer within African-American communities (44 volunteers which includes 4 faculty members)	NA	NA
		Jazz radio program disseminates messages of importance to the community - e.g., health, domestic violence prevention, public services announcements	NA	NA
		0	0	
Communities in Schools (CIS)				
(b)(4)		CIS Site Coordinators will work within the 4 neighborhood schools to address barriers to students succeeding in school to improve attendance, behavior, academic performance, and student graduation rates	NA	NA
Families First				
(b)(4)		Behavioral Health Services	0	250
		TeenAge Pregnancy and Parenting (TAPP) Program - helps pregnant and parenting teens deliver healthy babies, become responsible parents, delay or prevent future unplanned pregnancies, and complete their education.	0	215
		Ways to Work (WtW) Program - low interest car loans, financial education and supportive services	25	30
			25	280
Family Health Centers of Georgia				
(b)(4)		Mobile Health Services - including pediatrics, adult medicine, OBGYN, dental, health education; deployed 8 times per month	1250	2000
		Health and counseling services	1250	2250
			2500	4250

TOTAL Leverage Amount - Existing	TOTAL Leverage Amount - New	Brief Service Description	TOTAL # of Former University Homes Residents Served	TOTAL # of Other Neighborhood Residents Served
<i>Note: Leverage and residents served are reported as total number across all years committed. Some residents may participate in a given program in more than one year. Assume the commitment is for 5 years unless otherwise noted.</i>				
Georgia Pacific				
(b)(4)		Tutoring/mentoring program at M. Agnes Jones Elementary School (2700 volunteer hours per school)	0	375
			0	375
Literacy Action				
(b)(4)		Adult Basic Education courses for individuals who are not participating in workforce development programs (4 years)	0	160
				160
Morehouse School of Medicine				
(b)(4)		Community health and wellness program to facilitate and strengthen families' access to medical services	0	500
		In-school Health Resources will conduct community outreach to assist school students and family members experiencing health needs/crises.	0	1000
		Student/resident physicians time for providing community-based/educational programs	NA	NA
National CARES Mentoring Movement				
(b)(4)		STEM Fest - annual conference for middle and high school students to explore STEM careers	370	555
		STEM EnRICH Summer Academy - participants engage in STEM classes, are familiarized with STEM careers, and interact with STEM professionals.	50	75
		HBCU Rising - a campus-public school literacy and STEM mentoring movement @ J.E. Brown Middle School	55	85
		Computers donated to STEM programming	NA	NA
		University for Parents - help struggling adults strengthen their racial esteem, personal relationships and parenting skills, and inspires self-confidence and a love for learning	375	125
			850	840
Smart & Secure Children - Morehouse School of Medicine				
(b)(4)		Smart and Secure Children Program (SSC) (2 years) - a parent-led, parenting education intervention to enhance quality parenting knowledge and skills; commitment also for staff time for parent leader training	36	36
		SSC parent leadership training (2 years) - at least 24 hours of staff time among 3 staff members	14	16
			50	52
Spelman College				
(b)(4)		Student Volunteers in after enrichment/school programs; 40,000 hours of volunteer time	NA	NA
			NA	NA
United Way of Greater Atlanta				
(b)(4)		.25 FTE for Senior Director of Education and Community Engagement and three staff	NA	NA
		Training and technical assistance to support quality improvement efforts for 20 neighborhood early care providers	NA	NA
		Summer Enrichment Programs to support Brown Middle School students in high school graduation and postsecondary success	0	700
		Aspen Opportunity Youth Incentive Fund - provides advisement and counseling to youth at Washington High School for successful transition from high school into college and career opportunities.	0	400
			0	1100

TOTAL Leverage Amount - Existing	TOTAL Leverage Amount - New	Brief Service Description	TOTAL # of Former University Homes Residents Served	TOTAL # of Other Neighborhood Residents Served
Note: Leverage and residents served are reported as total number across all years committed. Some residents may participate in a given program in more than one year. Assume the commitment is for 5 years unless otherwise noted.				
Urban League of Greater Atlanta				
(b)(4)		Youth Build (2 years) supports out of school unemployed youth ages 16-24 in gaining industry recognized credentials and move toward economic self-sufficiency	5	15
		Neighborhood College (1 year) - supports youth and young adults in the juvenile justice system to complete their secondary and post-secondary education through academic enrichment, counseling, career exploration, leadership and social development, employment and ongoing support.	4	17
		Step Up to Work - job readiness skills training, career exploration and development to support individuals with limited occupational skills	300	300
		New Beginnings Adult Reentry Program (1 year) - supports adults with legal backgrounds to become self-confident, self-sufficient, and job ready and to choose career pathways in high demand fields, earn secondary and post-secondary credentials and secure sustainable employment	0	60
		Training 2 Work (3 years) - assistance earning secondary credentials, occupational skills credentials and finding employment for adults in transitional detention centers and home confinement; development of life and healthy living skills, job readiness, non-violence, manhood, and womanhood principles and cognitive thinking skills.	36	39
			345	431
			5,047	15,476

ATLANTA COMMUNITY FOOD BANK



January 23, 2015

Ms. Joy Fitzgerald
Interim President and Chief Executive Officer
Atlanta Housing Authority
230 John Wesley Dobbs Avenue, N.E.
Atlanta, GA 30303-2421

Re: Supportive Services Commitment for the University Choice Transformation Plan

Dear Ms. Fitzgerald:

I am writing to express the Atlanta Community Food Bank's support for the University Homes FY2014 Choice Neighborhoods Implementation grant application to transform the University Homes public housing site and the greater University Choice Neighborhood.

The Atlanta Community Food Bank (ACFB) is a 35 year old, founding member of Feeding America, the nation's network of 204 major regional food banks. Its mission is "to fight hunger by engaging, educating, and empowering our community." Serving 29 counties of northwest Georgia, ACFB distributed 51.7 million pounds of grocery products in its most recent 2013-14 fiscal year to nearly 600 "partner agencies" that directly serve low-income food insecure people. Each year an estimated 755,400 (or 1 in 7) people in our service area turn to our partner agencies for assistance. Clients visit agencies an average of eight times a year. From data collected in 2013 as part of a rigorous, scientific national Hunger in America study, we can confirm that 80,600 people in 26,300 households are served weekly across the ACFB's 29-county service area. ACFB's mission utilizes seven sub-programs as noted below:

- **Atlanta Prosperity Campaign** – This program seeks to reduce economic inequalities for working families and individuals by connecting them to existing public benefits. In FY2013-14, 1,199 clients in a four-county area were screened



732 Joseph E. Lowery Blvd., N.W. • Atlanta, Georgia 30318-6628 • phone: 404.892.9822 • fax: 404.892.4026 • web: acfb.org



and approved for SNAP benefits. Total cumulative benefits received during that fiscal year by new and prior year recipients was approximately (b)(4)

- **Atlanta's Table**- This program rescues prepared and perishable foods from the hospitality industry. An average month collects 15,000lbs from a network of 200 restaurants, caterers, hotels, and other outlets and in turn is provided to community kitchens, homeless shelters, and other "on-site" feeding non-profits primarily within the I-285 perimeter area of metro Atlanta.
- **Community Gardens** – ACFB staff provides training and technical assistance to a network of community gardens to assist in their capacity to grow fresh foods. Currently more than 140 gardens are served across 6 of the greater Atlanta counties.
- **Hunger 101** – This is a series of interactive educational programs focusing on the issues of hunger and poverty. In the last year, 140 workshops were provided to more than 3,245 pre- and elementary school parents and students, college students and faith, civic, and corporate groups with new learnings and challenges to get involved in the effort to fight hunger and food insecurity.
- **Hunger Walk/Run** – This is an annual fundraiser/educational event held each March to benefit ACFB and other hunger-relief organizations. In March 2014 more than \$800k was raised.
- **Kids In Need** – Offers free school supply resources for teachers in low income-serving schools. 610,853 pounds of supplies went to 17 school systems last year, including the schools in the University Choice Neighborhood.
- **Product Rescue Center** – This is a volunteer sorting and packaging opportunity for ACFB's non-perishable food donations. Each month about 1,700 volunteers are engaged.

ACFB also provides local, state, and federal public policy advocacy related to hunger; nutrition education and training for agencies and their clients; and facilitating, convening, and consulting services to help build both the capacity of our individual partner agencies as well as collaborations among those organizations.

We have taken a closer look at the University Choice Neighborhood Transformation area and from our national network of food banks (Feeding America's recent 2014 national Hunger Study and the American Community Survey's 5-year population estimates) we project that there are currently 2,674 food insecure people living within the Transformation area.

In support of AHA's University Area Transformation Plan, the Atlanta Community Food Bank will provide the following existing, new or expanded in-kind services for former

University Homes residents and current residents of the University Choice Neighborhood in conjunction with a FY 2014 CNI Implementation Grant.

1. **Supplemental Food, Grocery to address Food Insecurity.** We will expand our efforts to provide food assistance annually to 88 former University Homes residents who are food insecure and 372 neighborhood families valued at \$431 per person. Supplemental food and grocery supplies will be provided through our current network of eight partner agencies. This support will continue over the five year CNI grant period. The total leverage value for this expanded service is \$991,300 (460 residents x \$431 x five years). This represents a value of \$189,640 for former University Homes residents and \$801,660 for neighborhood residents.
2. **Nutrition Education.** The Nutrition Education services will be provided at three locations in the Transformation area as determined by AHA, which will include the Roosevelt Hall healthy living and community center. For each location we will offer three on-site nutrition and education sessions annually for a total of nine sessions annually at all locations. We conservatively estimate that 10 neighborhood residents will attend each session valued at \$10.85 per person per session. The total leverage value for this new service for five years is \$4,340 ($\$10.85/\text{resident} \times 10 \text{ residents/session} \times 8 \text{ sessions} \times 5 \text{ years}$).
3. **Federal SNAP public benefit outreach.** We will expand this program to work with four additional partners in the Transformation area, including the target neighborhood public schools and at the Roosevelt Hall center. We will enroll 100 eligible residents annually (25 former University residents and 75 neighborhood residents) into public benefits for which they qualify. Based on our past experience, we project these enrollments will accrue \$160,000 of direct economic benefits to residents annually, and \$800,000 over the five year grant period. The in-kind value of ACFB's new, expanded staff time and other direct expenses related to that enrollment outreach effort is currently \$81.82 per client, thus \$8,182 for 100 people a year and \$40,918 over five years.
4. **Mobile Produce Market.** We will continue to operate a mobile produce market through collaboration with the Atlanta Mobile Market enterprise for at least the first year of this grant. The mobile produce market will offer a range of at or below market-priced, fresh, healthy produce. This mobile market is preliminarily planned to operate weekly at the location used in 2014: 678 Joseph E. Boone Blvd. in the Transformation area. We will provide 12 events for the year serving 1,000 neighborhood residents with 10,000 pounds of produce valued at an average of \$.90 per pound or \$9,000. In addition, the value of volunteer time for the provision of produce is valued at \$4,000 (400 volunteer at \$10/hr). Total value of this one-year resource is \$13,000. While we hope and expect to continue and

grow this service through and beyond the five year grant period, we are only confirming for the first year.

On a final note, in June 2014, we received funding for a new two-year Arthur Blank Foundation funded staff position to convene and facilitate broad food sourcing conversations and collaboration in the Westside. While this work will encompass a geography that reaches beyond the Transformation area, we view this as a value-add to the services we offer and a benefit to AHA and other neighborhood partners working to further food security in the Transformation area.

The Atlanta Community Food Bank is excited to support this Transformation Plan with a total leveraged value of (b)(4) in new/expanded programs (b)(4) for existing program) over the next five years and the life of the Transformation Plan. We will work collaboratively with the Atlanta Housing Authority and its partners to ensure seamless coordination of service delivery as well as tracking and reporting of outcomes. We believe our support and commitment will directly impact the outcomes you seek for the People component and we look forward to working with you on this exciting endeavor.

We wish you luck on your application.

Sincerely,

A handwritten signature in cursive script that reads "Bill Bolling".

Bill Bolling

Executive Director

January 28, 2015

Ms. Joy W. Fitzgerald
Interim President and CEO
Atlanta Housing Authority
230 John Wesley Dobbs Avenue, NE
Atlanta, GA 30303-2421

**Re: Atlanta Public Schools Support for the University Choice Neighborhood
Transformation Plan**

On behalf of Atlanta Public Schools (APS), I am providing this letter to express our full support as an education partner for the Atlanta Housing Authority's (AHA) FY2014 Choice Neighborhoods Implementation grant application for the University Choice Neighborhood Transformation Plan. With several neighborhood public schools in the CN transformation area, APS is a major educational institution committed to the academic achievement of children and youth in the schools and their successful progression to college and career opportunities. We also support United Way, who is serving as your CN principal education partner, in connection with the Atlanta Promise Neighborhood (APN) education initiative.

APS is one of the largest districts in Georgia, serving more than 50,000 students at 106 learning sites throughout Atlanta, including two single gender campuses and 17 charter schools. The vision of APS is to be a high-performing school district where students love to learn, educators inspire, families engage and community trusts the system. Since I began as superintendent in July 2014, I recognize that achieving this vision and the success of our students is dependent upon one comprehensive aligned strategic plan shared by the Atlanta Board of Education, district and school staff, students, parents, and community stakeholders.

We recently completed our 2015-2020 strategic plan, "Strong Students, Strong Schools, Strong Staff, Strong System" and the four goals described in the plan will drive our thinking, actions, and investments over the next five years. The four strategic goals are:

1. **Academic Program** – Our students will be well-rounded individuals who possess the necessary academic skills and knowledge and are excited about learning;
2. **Talent Management** – We will retain an energized and inspired team of employees who are capable of advancing ever-increasing levels of achievement for students of all backgrounds;

3. **Systems and Resources** – We will improve efficiency (productivity, costs, etc.) while also making decisions (including resource allocations) that are grounded in a strategic academic direction and data; and
4. **Culture** – We will build trust with the community, and we will have engaged stakeholders (employees, students, parents, community members, partners, etc.) who are invested in the mission and vision and who support the creation of student-centered learning communities.

Since completing the strategic plan, APS has reviewed a number of state operating models and has selected the Charter System model as its operating framework. This model best aligns with our plans for innovation, accountability and distributed leadership, provides opportunities for flexibility as well as shared governance, and best aligns with the needs of all students across our diverse school system. Our nine high school clusters are in the midst of planning to develop a roadmap for instructional programming across schools within a cluster that aligns with APS' strategic plan. Booker T. Washington High cluster is the cluster that serves children and youth residing in the University Choice Neighborhood. While the cluster is comprised of six schools (four elementary, one middle and one high school), four of the schools specifically: M. Agnes Jones and Mary McLeod Bethune Elementary, J.E. Brown Middle School, and Booker T. Washington High School, are the target public schools associated with the University Choice Neighborhood Transformation Plan.

The Arthur M. Blank Family Foundation is providing a significant investment in support of the Washington Cluster planning which includes funding a consultant to facilitate planning with the Washington Cluster community and development of the Cluster plan, funding best practice site visits for the cluster principals to examine successful education reform models, and supporting future educational programming within the cluster. We are excited that AHA will also support the Cluster planning process as part of Choice, contingent on the grant award, by providing funds to help with implementation activities associated with the completed Cluster plan, and establishing a CN scholarship fund for eligible college-bound graduating seniors at Washington High. This commitment along with education supports and programming led by United Way and other CN/APN partners as part of the University Choice Neighborhood Transformation Plan aligns well with APS' strategic direction and the immediate needs and priorities expressed by the cluster principals. Additionally, while the APN plan pre-dates the new APS leadership team and our recently completed strategic plan, the cradle-to-career educational pipeline being advanced by United Way mirrors our education focus for student excellence, academic achievement, and successful matriculation to college and career.

In support of the implementation of the University Choice Neighborhood education strategies, APS is committed to providing available space at the targeted public schools to United Way of Greater Atlanta to operate summer and afterschool programs serving the students residing in the CN transformation area.

APS will also make available the use of school facilities to support community engagement activities, in coordination with AHA and the community. We will work with AHA and other

stakeholders to develop the protocol for community uses of the school when school is out of session. This typically includes use of the gymnasium, cafeteria, three classrooms, and outdoor space.)

To enrich the learning environment at Brown Middle School, APS will be making capital improvements of \$20,200,000 during the FY2015/2016 school year.

We look forward to working with AHA and other partners and stakeholders as part of the CN governance team to coordinate our mutual investments in this area. We are excited about this project and look forward to working with you and other committed partners. Feel free to contact David Jernigan, deputy superintendent, at 404-802-2875 for further assistance and follow-up.

Wishing you success on your grant!

Sincerely,

A handwritten signature in black ink, appearing to read 'Meria J. Carstarphen', with a stylized flourish at the end.

Meria J. Carstarphen



OFFICE OF THE EXECUTIVE DIRECTOR

SHERRY L. TURNER, Ph.D.
Executive Director/CEO

January 28, 2015

Ms. Joy Fitzgerald
Interim President and CEO
Atlanta Housing Authority
230 John Wesley Dobbs Avenue, NE
Atlanta, GA 30303

Re: Anchor Institution Commitment and Commitment to Provide Services

Dear Joy:

I am pleased to provide this letter of commitment on behalf of the Atlanta University Center Consortium, Inc. ("AUCC Inc.") for the submission of the FY2014 Choice Neighborhoods (CN) Implementation Grant application. We have been an enthusiastic partner with AHA in the development of the Choice Neighborhoods Transformation Plan ("CNTP") and this letter details the commitment of the AUCC Inc. of (b)(4) over the five year period of the grant to support the implementation of the NTP.

The distinguished member schools of the AUC Consortium ("the Schools"), Clark Atlanta University, Morehouse College, Morehouse School of Medicine and Spelman College, have worked collaboratively to channel the collective intellectual resources of the Schools to the advancement of minority, economically disadvantaged and under-served communities. With social transformation central to the Schools' missions and strategies and, given the historical relationship between the Schools and the surrounding neighborhood, each school has singularly invested resources and implemented programs to support the development of a healthy community since their establishment. Recognizing the value of aligned strategies and pooled resources, the AUCC Inc. was established by the Schools in 1929 as a nonprofit organization to foster collaboration, manage center-wide initiatives, offer services that benefit our students and community, and leverage shared resources.

The CN Transformation Plan envisions that the Schools will serve a central role in the transformation of the University Choice Neighborhood as the neighborhood Anchor Institutions. In its role connecting the community with the Schools, the AUCC Inc. will establish its new base of **community operations**, relocating to the historic Roosevelt Administration Building located on the site of the former University Homes. This building is currently being redeveloped as a community center and is expected to be completed by Spring 2016. This location will provide direct access to the Choice Neighborhood stakeholder organizations, case managers, former University Homes residents and community residents.

AUCC Inc. will pay rent for this office space, valued at (b)(4) over a five-year period. This space will serve the entire neighborhood, including both students and non-students. The cost to rent the space is (b)(4) per month and we expect to occupy this space for the entire duration of the grant period of five years. The value of this administrative cost is $3,333.33 \times 12 \text{ months} \times 5 \text{ years}$ (b)(4) per year or (b)(4) over 5 years). We expect at least 50% of these costs (100,000) will be attributable to the use of the center by neighborhood families.

From this space in the heart of the neighborhood, we will operate several of the programs listed below for former University Homes and neighborhood families.

1. As each school develops resources and programs in support of the transformation initiative, the AUCC Inc. will specifically serve as a central clearing house for information between the Schools and the community, to identify, link and communicate neighborhood stakeholder needs with available resources from the Schools. This will include volunteer opportunities and internships to fulfill student service obligations, classroom study groups and academic research activities that will be paired with CN resident and stakeholder needs. Program development, resource placement and investments by the Schools will be tracked and recorded. Funds will be provided through the CN Initiative in support of this effort.
2. The AUCC CommUniversity program connects the neighboring community and the Schools through innovative programs that inform, educate and inspire. The mission of CommUniversity is to provide innovative learning opportunities that enrich the lives of individuals, strengthen the workforce, enhance the community, and facilitate the fulfillment of Atlanta Promise Neighborhood and Choice Neighborhoods goals. Our six major programmatic components include life skills education with residents, professional development for service providers, resources to support community and economic development, capacity and leadership development for neighborhood organizations and leaders, an information clearinghouse and resource center, and student volunteerism and service. The programs and services are designed for community residents and leaders, business owners and other stakeholders.

AUCC Inc. has received funding from Regions Bank in the amount of (b)(4) to support the implementation of CommUniversity. Since 2014, (b)(4) has been expended for program development, of which (b)(4) is attributable to Choice Neighborhood residents based on attendance rosters.

Community Capacity Building and Development. AUCC will train 25 neighborhood residents bi-annually to be effective community leaders and advocates. Participants will learn strategies for working with local government and agencies, building effective teams and coalitions, managing conflict and accomplishing shared community goals. This training will be provided as a single training cohort twice per year. The value of the training is (b)(4) per training, which covers course materials and the instructor's time. This training will be provided each year for the entire grant period of five years. This value of this training is (b)(4) annually) or (b)(4) for 5 years.

Financial Literacy and Homebuyer Training. AUCC, Inc. will provide financial literacy to 100 neighborhood residents annually to increase the knowledge of credit, finances, and home-buying and to decrease reliance on predatory lenders. In addition, AUCC will provide 100

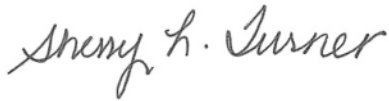
neighborhood residents per year with HUD-approved homebuyer training classes. By completing the classes, participants may qualify for homebuyer assistance programs. The value for this training is approximately (b)(4) x 26 sessions or (b)(4)

Legal Clinic. AUCC will operate a legal information clinic for neighborhood residents. Experienced attorneys will share practical tips on criminal record expungement, disability benefits, bankruptcy/debt collection, landlord-tenant issues and other topics. Each clinic will be one hour. We project that 100 neighborhood residents each year will participate in at least one clinic. The cost to operate the clinic is (b)(4) hour for one instructor. We value this total commitment at (b)(4) per year for 5 years for a total of (b)(4)

We are excited to make this commitment in support of the Choice Neighborhoods Transformation Plan. Our total net contribution in new leverage for a five-year period is (b)(4) and we further commit to participate as a member of the CN Working Group throughout the implementation period.

If you have questions or need additional regarding our commitment, please do not hesitate to contact me. I wish you success in your grant application and look forward to our continued partnership.

Sincerely,



Sherry Turner, Ph.D.
Executive Director



Kasim Reed
Mayor

CITY OF ATLANTA
WORKFORCE DEVELOPMENT AGENCY
818 Pollard Boulevard, SW ♦ Atlanta, GA 30315
(404) 546-3000

Michael T. Sterling
Executive Director

January 29, 2015

Joy W. Fitzgerald
Interim President and CEO
Atlanta Housing Authority
230 John Wesley Dobbs Avenue, N.E.
Atlanta, GA 30303

Dear Ms. Fitzgerald:

The Atlanta Workforce Development Agency (AWDA) is excited to partner with the Atlanta Housing Authority (AHA) on its Choice Neighborhoods Implementation (CNI) grant proposal.

ORGANIZATIONAL BACKGROUND

The AWDA serves as the workforce system for the City of Atlanta. For more than four decades, AWDA has provided work readiness and job placement services for many of the city's most in-need residents. Our mission is to provide job seekers with resources to attain sustainable employment and to collaborate with business leaders for the recruitment and development of their labor needs. AWDA serves youth, adult, and dislocated workers (laid off, returning veterans, homemakers re-entering the workforce, and more). AWDA offers resources that provide comprehensive training, education and supportive services to assist customers in preparing, finding, and gaining employment. Our services include training and preparedness for high-growth career fields; GED preparation and assistance; vocational rehabilitation services; resume writing labs, interview training and on-site interview opportunities; computer skills development; career plans and placement; on-site childcare; clothes closet and a full service cafeteria.

In addition to hundreds of training providers, we work with technical colleges that are able to provide certificate programs, as well as two-and four-year degrees for eligible customers. The AWDA has a strong partnership with metro Atlanta's area technical colleges and we provide vouchers that cover the full cost of tuition as well as books and other tools for eligible customers to attain their associate degrees in various targeted technical fields.

In August of 2014, with the assistance of workforce industry consultants, AWDA completed an analysis of growing industries in the Atlanta region where there are labor needs. AWDA has begun to focus on preparing job seeker customers for dedicated career paths where there is an opportunity for upward mobility in these growing industries. Accordingly, AWDA is targeting the following high growth industries in the Atlanta region: Aerospace, Agribusiness, Applied Computational Processing/Engineering, Construction, Digital Arts/New Media, Energy, Healthcare, Logistics/Transportation, Manufacturing, Professional & Management Services, Software Development, Specialized Business Support Services, Telecommunications and Tourism.

NEW COMPREHENSIVE WORKFORCE COLLABORATION

As Atlanta's workforce development system, AWDA is prepared to establish a new collaborative partnership with AHA for the implementation of the workforce development component of its CNI Transformation Plan. As part of this commitment, we will focus on providing services through the following sites: our corporate office in downtown Atlanta, our partnership with the Westside Works facility, and through our AWDA mobile career center equipped with computers, fax, machines, and printers to assist customers throughout the Choice Neighborhoods who do not have access to transportation.

Work Experience

Atlanta Workforce Development Agency (AWDA) offers work experience as an intensive service activity for eligible adults, dislocated workers, and in-school and out-of-school youth between the ages of 14-21 (the recently passed federal law, the Workforce Innovation and Opportunity Act ("WIOA"), increases the eligible youth age to 24 after July 1, 2015). Work experience activities are based on a career advisors' assessment that identifies any gaps in a job seekers' current occupation skills; identifies any barriers to employment (education-diploma/GED, basic math/reading skills); recommends work experience for the Individual Employment Plan (IEP) for the adult and dislocated worker or Individual Service Strategy (ISS) for youth; and/or recognizes a need for work readiness (soft skills). The work experience activity is an AWDA subsidized employment plan that provides a structured workforce learning experience in a public, private, for-profit or non-profit workplace for a period of up to 17 weeks, with the expected outcome of unsubsidized permanent employment.

New commitment: We project that we will serve 125 residents annually, 25 of whom will be former University Homes' residents and 100 will be CN neighborhood residents. The cost to enroll and graduate each person in this program is \$12,516. Therefore, the leverage commitment is 125 participants per year X \$12,516 = \$1,564,500, for a total five year commitment of \$7,822,500.

Individual Training Accounts (ITA)

Individual Training Accounts (ITAs) provide funding for eligible adults, dislocated workers, and youth (ages 18 and older; also identified as adults) who are seeking occupational skills training and employment in high-demand industries or career sectors. Individuals seeking an ITA must select a training provider from the State of Georgia's Eligible Training Provider Listing (ETPL), and complete an Individual Employment Plan (IEP). Training providers include Georgia technical college system which allows eligible participants to graduate with a certificate or a college degree.

An ITA voucher is awarded to an eligible customer for a period of up to two years based on the career advisors' assessment that has identified a gap in the job seekers' current occupational skills, the IEP, and if the training is necessary for the customer to become gainfully employed or re-employed. The ITA voucher is issued in amounts up to \$5,000 for the first year of training, and up to \$3,000 for the second year if the training is scheduled to exceed one year. The amount of time and funding can be exceeded on a case-by-case basis.

New commitment: We project that we will serve 40 residents annually, 5 of whom will be former University Homes residents and 35 will be neighborhood residents. The cost to enroll and graduate each person in this program is \$8,000. Therefore, the leverage commitment is 40 participants per year X \$8,000 = \$320,000, for a total five year commitment of \$1,600,000.

Career Services – Work Readiness

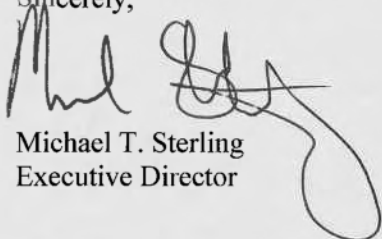
AWDA offers work readiness or employability/soft skills training as a necessary requirement for both adult and youth who are seeking employment and possess little-to-no work histories, or the dislocated "laid-off" worker in need of training for re-employment. The work readiness/employability soft skills

training addresses work habits, communication skills (oral/written), enthusiasm and attitude, teamwork, punctuality/time management, networking, critical thinking and problem solving, ethics/self-discipline, and professionalism.

New commitment: We project that we will serve 165 residents annually, 50 of whom will be former University Homes' residents and 115 will be neighborhood residents. The cost to enroll and graduate each person in this program is \$1,113. Therefore, the leverage commitment is 165 per year X \$1,113 = \$183,645, for a total five year commitment of \$918,225.

Across these three programs, AWDA is committing \$10,340,725 in new, in-kind resources over the grant term to assist targeted households. We are excited to partner with AHA to improve workforce outcomes for Atlanta families. We are committed to continuing to provide workforce development services at an annual level of investment of \$2,068,145 for at least 5 years beyond the CNI grant period, as this is one of our targeted communities. If there are any further questions about the AWDA commitment, please do not hesitate to contact me. We look forward to our continued collaboration on the revitalization of west Atlanta.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael T. Sterling', with a large, stylized flourish extending from the end of the signature.

Michael T. Sterling
Executive Director



THE ARTHUR M. BLANK FAMILY FOUNDATION

PENELOPE MCPHEE
PRESIDENT

January 26, 2015

Ms. Joy Fitzgerald
Interim President and CEO
Atlanta Housing Authority
230 John Wesley Dobbs Avenue, NE
Atlanta, GA 30303

Re: Commitment for Supportive Services

The Arthur M. Blank Family Foundation is excited to partner with the Atlanta Housing Authority (AHA) on the Transformation Plan for the University Choice Neighborhood. For many years, we have been actively engaged in a range of philanthropic efforts in the City, and the Atlanta Falcons franchise, owned by Arthur Blank, is a significant business enterprise in the area. As the Falcons construct a new stadium located just outside the CNI neighborhood boundaries, the Blank Foundation is making significant investments in the University Choice Neighborhood and the immediately surrounding area that are positively aligned with the work that AHA is seeking to achieve through the CNI effort. Some specific examples of the Atlanta Falcons and Blank Foundation's commitment to and investment in the area include:

1. **Construction of new Atlanta Falcons football stadium.** In March 2013, the City approved the construction of a new stadium for the Falcons. The stadium is estimated to cost \$1.4 billion. Construction is underway and we expect the new stadium to be completed in 2017. The new stadium will generate over 30,000 direct and indirect jobs, creating an employment boon for the area. We feel the new stadium will act as a catalyst for the area, spearheading much needed revitalization and helping to attract new opportunities to the area.
2. **Westside Neighborhood Prosperity Fund.** In support of the neighborhoods adjacent to the new stadium, the Blank Foundation committed to the establishment of the Westside Neighborhood Prosperity Fund (the Fund). The sole purpose of the Fund is to make strategic,

philanthropic investments in Vine City, English Avenue, Castleberry Hill and other contiguous neighborhoods, including the University Choice Neighborhood area. Other donors/partners/agencies are encouraged to co-invest in Fund projects or to contribute to the Fund for the benefit of these Westside neighborhoods. The Blank Foundation has committed (b)(4) (b)(4) to the fund to support a range of projects that directly benefit the community. The Fund seeks to invest in a limited number of transformational projects that will have a lasting positive impact for generations. The Fund is investing in nonprofit partners with a track record of success. The Fund gives preference to projects that:

- Demonstrate an understanding of the overall needs of the neighborhoods;
- Accelerate quality-of-life improvements, benefitting children and families;
- Improve the health, education and welfare of residents;
- Address equity, social justice and cultural/historic preservation issues associated with new residential and commercial development; and
- Attract new investment, new jobs and new businesses to the stadium neighborhoods.

3. **Human Capital Development.** The newly established Westside Works (WW) center opened its doors in July 2014. Westside Works is a workforce development center focused on creating employment opportunities and job training for residents of the Westside community. It represents a strategic partnership among the Construction Education Foundation of Georgia, Integrity Community Development Corporation, New Hope Enterprises, Invest Atlanta and The Arthur M. Blank Foundation. Because we serve an area larger than the CNI boundaries, we estimate that at least 20% of our projections described below will come from the CNI neighborhood. As part of the CNI Transformation Plan, we are making the following supportive services commitment:

- Every resident who accesses our center at Westside Works will be referred to the AHA CNI a case manager for initial intake and assessment. The CNI case manager will refer them to Westside Works for the assignment of a **workforce case manager** who will complete a TABE test. The workforce case manager will refer them to the appropriate employment training program. Post employment placement, we will track them for 12 months. Over 2300 Westside residents have already registered at Westside Works and we anticipate placing over 200 residents annually in living wages jobs in the construction, health care, culinary arts, and automotive technician sectors. Over 5 years, the value of this service is at least \$5.5M. This value represents a per placement and case

management cost of (b)(4) per person placed (200 individuals per year X (b)(4) for a five year total of (b)(4) **The CNI leverage for this existing program is therefore 40 X (b)(4) = (b)(4) per year or (b)(4) over 5 years.**

- For residents that may not be able to enroll immediately into an employment training program, we will offer a **contextualized literacy** program through Literacy Action, a regional non-profit organization that provides basic adult education and GED preparatory classes to low literacy students throughout the Metro Atlanta region. Based on our experience to date, we estimate that at least 50 individuals will be provided onsite targeted literacy support and at least another 100 individuals will be referred for more comprehensive literacy intervention annually at Literacy Action's main campus. Over the grant period, we estimate this new in-kind contribution to be (b)(4) annually. This value represent a per unit cost of (b)(4) per participant (150 individuals per year X (b)(4) for a five year total of (b)(4). **The CNI leverage for this new program is therefore 30 X 1333.33 = (b)(4) per year or (b)(4) over 5 years.**

- WW will offer *hard-skills employment and training* services to neighborhood residents as follows:

- At least 200 neighborhood residents will be enrolled in **construction** training each year. We have a 100% job placement rate for program graduates and are committed to continue placing those who graduate from our training in construction jobs. The value of this new service is over (b)(4) per enrollee. This value represents a per unit cost of (b)(4) per enrollee (200 individuals per year X 3,000 = (b)(4) for a five year total of (b)(4) **The CNI leverage for this existing program is therefore 40 X (b)(4) per year or (b)(4) over 5 years.**
- At least 50 neighborhood residents will be enrolled in **Certified Nursing Assistant** training each year. We have a placement record currently in excess of 80% and are committed to placing those who graduate from our training in a CNA position. The value of this new service is over (b)(4) per enrollee. This value represents a per unit cost of (b)(4) per participant 50 individuals per year X (b)(4) for a five year total of (b)(4) **The CNI leverage for this new program is therefore 10 individuals X (b)(4) per year or (b)(4) over 5 years.**
- At least 36 neighborhood residents will be enrolled in **culinary arts** training each year. A partnership among City of Refuge,

Levy Restaurants and the Foundation, the culinary arts training program is a 12-week program that provides comprehensive culinary training and ServSafe certification to program graduates. We have a 100% job placement rate and are committed to placing those who graduate from our training in a culinary arts position. The value of this new service is at least (b)(4) per enrollee. This value represents a per unit cost of (b)(4) per participant (36 individuals per year X (b)(4) annually for a five year total of (b)(4)

The CNI leverage for this new program is therefore 7 individuals X (b)(4) per year or (b)(4) over 5 years.

- At least 30 neighborhood residents will be enrolled in **automotive technician** training each year. A new partnership among City of Refuge, NAPA, Genuine Parts, the Foundation, and other funders, this intensive auto tech program provides participants with six months of classroom and auto-tech training in 12 areas of auto repair certification. The value of this new service is at least (b)(4) per enrollee. This value represents a per unit cost of (b)(4) per participant (30 individuals per year X (b)(4) annually, for a five year total of (b)(4) ***The CNI leverage for this new program is therefore 6 X (b)(4) per year or (b)(4) over 5 years.***

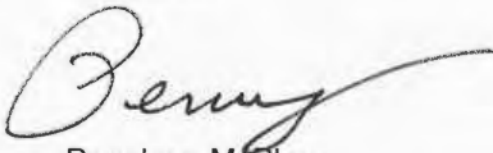
4. **New Westside Works Facility.** Currently, we operate Westside Works out of a temporary facility. We will be moving into a new permanent facility at the Quest Community Complexes I and II in the CNI neighborhood. The site is being developed by Quest Community Development Corporation. Other partners in funding this project include Invest Atlanta and the Atlanta Housing Authority. Construction of the new facility will begin in spring 2015 and be completed 2016. Once completed, this multipurpose community facility will be the future home of Westside Works. The facility will address a number of job-related needs that have been identified by the community. We see this new Westside Works facility as a cornerstone of our sustainability effort as this will be a resource well beyond the CNI grant period.

5. **Support to Atlanta Public Schools' Washington Cluster.** We are making investments in the Washington Cluster Planning process to support the development of plan for instructional programming across the cluster schools that aligns with Atlanta Public School's 2015-2020 strategic plan to increase the educational outcomes for children. The Washington Cluster

Schools are all within the CNI neighborhood. In support of this new effort, the Blank Foundation is funding a consultant to facilitate the planning process with the community and development of the Cluster Plan. Additionally, we are funding best practice site visits for the cluster principals to examine successful education reform models. The value of this initial investment will be at least (b)(4) for consulting fees and best practice site visits. Further, the Foundation anticipates investing at least (b)(4) in education programming during the grant period.

Across these combined programs, our total in-kind leverage is (b)(4) representing about (b)(4) of our overall commitment to the broader Westside area. Furthermore, we look forward to working with AHA as part of its governance team to coordinate our mutual investments in this area. We are excited about this project and look forward to working with AHA!

Good luck!

A handwritten signature in cursive script, appearing to read 'Penelope', with a long, sweeping horizontal line extending to the right.

Penelope McPhee
President, The Arthur M. Blank Family Foundation

OPEN THE DOOR *to possibilities.*

January 8, 2015

Ms. Joy Fitzgerald
President and CEO
Atlanta Housing Authority
230 John Wesley Dobbs Avenue, N.E.
Atlanta, Georgia 30303-2429

Re: Supportive Services Activities for the University Area Transformation Plan

Dear Ms. Fitzgerald:

I am writing to express my support for the University Homes FY2014 Choice Neighborhoods Implementation grant application to transform the University Homes public housing site and the greater University Neighborhood.

For more than 75 years, Boys & Girls Clubs of Metro Atlanta (BGCMA) has delivered on our promise to provide at-risk metro area youth with the support needed to reach their full potential. BGCMA has a proven and effective approach: provide disadvantaged youth with a positive, accessible place to go; surround them with trained and supportive staff; and offer results-oriented programs that are educational, recreational and age-appropriate.

We operate 28 full-time Clubs in 10 metro counties, in addition to Camp Kiwanis, a year-round residence camp that provides a positive, challenging outdoor experience to the youth we serve. Historically, BGCMA has purposefully located Clubs in areas of high need in order to have the greatest impact on the lives of at-risk youth. Currently we serve over 3,500 children and teens each day, many of whom are minorities, economically disadvantaged and live in single-parent households.

In support of the Atlanta Housing Authority's University Area Transformation Plan, BGCMA is currently providing the following in-kind services for former residents of the University Homes housing development and current residents who reside in the Choice Neighborhood boundaries.

bgcma.org/openthedoor | 1275 PEACHTREE STREET NE, SUITE 500, ATLANTA, GA 30309 | 404.527.7100



BOYS & GIRLS CLUBS
OF METRO ATLANTA



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Currently, BGCMA is serving 122 youth annually at the Harland Boys & Girls Club who reside in the Choice Neighborhood boundaries including 40 AHA-assisted residents. As you may know, it costs BGCMA (b)(4) per youth to provide year-round quality programming, and no child is turned away for their inability to pay the \$50 membership fee. BGCMA is committed to continuing our service of providing (b)(4) per year in in-kind support through youth development services for the five year grant period for a total of (b)(4)

Through our programs, we enable our youth to reach their full potential as healthy, productive adults. Our programs are the heart of our promise for the future. They engage young people in activities with adults, peers and family members that enable them to learn powerful life skills and introduce them to new experiences. The programs implemented in our Clubs are based on the physical, emotional, cultural and social needs and interests of the youth served. BGCMA's core program areas are:

Academic Success: BGCMA's academic programs enhance student performance and encourage high school graduation, college attendance and career exploration. Each Club has a designated Learning Center and a Computer Lab. Learning Centers are always open during club hours, and staff and volunteers are on hand to guide educational activities. Academic programs focus on early literacy, homework assistance and tutoring, integrated learning strategies, basic computer skills development, and advanced digital arts programming.

Character & Leadership Development: BGCMA prepares young people for a successful future, empowering members to become global citizens who support and influence their peers and community. Youth are taught the value of leadership and volunteer work, and are exposed to community service clubs, and career-readiness workshops and workplace exchange programs that help them explore future careers.

Healthy Lifestyles: Clubs offer fitness and preventative health and wellness programs that promote healthy habits and combat the rising epidemic of childhood obesity. Prevention programs address problems such as drug and alcohol use and premature sexual activity, while gender-specific programs reinforce positive behavior and allow youth to learn from their peers in a safe environment. BGCMA also offers team-based sports programs for all genders and all ages.

In addition to our current service to the community, BGCMA is building a new teen center and renovating the Harland Boys & Girls Club. The total construction cost for this project is (b)(4). The proposal to renovate the building has been approved by our board of directors, and we plan to break ground in 2015 and construction will be completed in 2016. As a result, BGCMA will serve 125 more youth annually at the Harland Club beginning in 2016. It is estimated that 50% of the additional youth will be former University Homes residents and 50% will be residents from the Choice Neighborhood community. These additional services in the new community are valued at a cost of (b)(4) per youth/year for a total of (b)(4) in in-kind support from 2016-2020.

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THE DOOR
to possibilities.

We are committed to continuing to provide the same level of services annually beyond the grant period to assist AHA in its sustainability efforts.

BGCMA is excited to support this Transformation Plan with a total leveraged value of (b)(4) over the next five years and the life of the Transformation Plan. We will work collaboratively with the Atlanta Housing Authority to ensure seamless coordination of service delivery as well as tracking and reporting of outcomes. We believe our support and commitment will directly impact the outcomes you seek for the People component and we look forward to working with you on this exciting endeavor.

Sincerely,



Missy Dugan
President and CEO



CLARK ATLANTA UNIVERSITY

OFFICE OF THE PRESIDENT

January 26, 2015

Ms. Joy Fitzgerald
Interim President and Chief Executive Officer
Atlanta Housing Authority
230 John Wesley Dobbs Avenue, NE
Atlanta, GA 30303

**Re: Commitment of the Anchor Institutions to the Choice Neighborhoods Transformation Plan
FY2015 Choice Neighborhoods Implementation Grant Application**

Dear Joy:

As President of Clark Atlanta University ("CAU"), I am pleased to submit this letter documenting the commitment of funds and in-kind services in support of the implementation of the Atlanta Housing Authority's University Choice Neighborhood Transformation Plan and the submission of the Choice Neighborhoods Implementation Grant application to the U.S. Department of Housing and Urban Development.

Clark Atlanta University is a comprehensive, private, urban, coeducational institution of higher education with a predominantly African-American heritage. It offers undergraduate, graduate and professional degrees as well as certificate programs to students of diverse racial, ethnic, and socioeconomic backgrounds. The University was established in 1988 through the consolidation of its two parent institutions, Atlanta University (1865), the nation's first institution to award graduate degrees to African Americans, and Clark College (1869) the nation's first four-year liberal arts college to serve a primarily African-American student population.

Leveraging its distinctive history, Clark Atlanta University's urban research university transforms the lives of students and their communities by preparing citizen leaders to be problem-solvers through innovative learning programs; supportive interactions with faculty, staff, and students; exemplary scholarship; and purposeful service.

As part of our ongoing commitment to service and the community, the following describes Clark Atlanta University's various initiatives within the transformation area, along with committed cash and in-kind support to support implementation:

I. Public Safety Commitment

In 2015, the four Atlanta University Center Schools will collectively provide \$300,000 toward the purchase of 29 video surveillance cameras/license plate readers to be installed at strategic locations in the area surrounding the schools. Clark Atlanta University will be contributing \$75,000 toward the

purchase of the cameras. The cameras will be managed and monitored by Atlanta Police Department as part of a city-wide video surveillance/public safety initiative.

II. Educational Commitment – New and Existing Commitment in the Transformation Area

Clark Atlanta University will increasingly become a dynamic 21st century research university of choice for a diverse student body with enhanced student enrollment yields, success and global marketability. The University's collective intellectual capital, talent and resources through distinctive and innovative programs; cutting-edge research; meaningful service experiences; and a universally supportive environment, has made CAU an integral part of the Transformation Area since the 19th century.

We are well-suited to serve to help build the quality cradle-to-career educational pipeline for children envisioned in the Choice Neighborhoods Transformation Plan and the following represents the work we are committing to provide that furthers our APN work and supports the University Choice Neighborhood Transformation Plan:

New Commitments:

- Under the Mt. Moriah Baptist Church Community Outreach Feeding Project, social work Pre-majors (freshman students) will assist the staff at Mt. Moriah Baptist Church located within in two blocks from the campus with preparing and serving the community outreach food project every 3rd Thursday. CAU will provide 10 students x \$17.95/hour x 20 hours x 5 = \$17,950 for a five year period in the Washington Cluster.
- Under the APS – Washington HS Cluster program, and with the partnership of the Boys and Girls Club and the Atlanta Community Food Bank, the pre-social work sophomore students will be trained by the Atlanta Community Food Bank team on their Food Literacy - Hunger 101 Curriculum and create workshops about hunger as a local, national and global problem for elementary and middle school students within the APS-Washington Cluster. CAU will provide 20 students x \$18.95/hour x 50 hours x 5 = \$94,750 over a five year period in the Washington Cluster.

Existing Commitments:

- CAU's School of Education - Counselor Education Services provide targeted parent education seminars, test-taking strategies for students attending the P-12 within the Washington Cluster, conflict resolution training for parents and other community patrons, career enhancing work sessions, in addition to working in partnership with other community agencies and service providers. Over the past 10 years, CAU provided 15 faculty members x \$20/ hour x 150 hours = \$45,000 @ \$4,500/year; 20 students x \$7/hour x 200 hours = \$28,000, @ \$2,800/year, for a total of \$7,300 in annual value. CAU will provide the same level of services and support over a five year period in the Washington Cluster (\$7,300 x 5 years = \$36,500 total commitment).
- CAU's School of Education- Curriculum and Instruction places undergraduate and graduate students in the schools within the Washington Cluster to work with the local School Councils and to serve as academic tutors for students with special learning gaps.

In addition, university professors serve as content experts to work with academic teams and with individuals and groups of teachers as they make adjustments to changing curriculum standards and teaching processes, conduct workshops for parents to assist with their students' success in school. Over the past 10 years, CAU provided 10 faculty x \$20/hour x 500 hours = \$100,000 @ \$10,000/year; and 20 students x \$7/hour x 200 hours = \$28,000 @ \$2,800/year for a total annual value of \$12,800. CAU will provide the same level of services and support over a five year period in the Washington Cluster (\$12,800/year x 5 years = \$64,000 total commitment).

- CAU's School of Education Educational Leadership Program serves as special support agents to schools within the Washington Cluster and surrounding community as they work to build stronger partnerships between schools and the community; 2) Assist schools with understanding data and the effective use of data in support of effective teaching and learning; 3) works with school leaders to assist them in enhancing their expertise in inspiring, coaching, and empowering them to practice distributive leadership through effective teambuilding. Over the past 10 years, CAU provided 5 faculty members x \$20/ hour x 300 hours = \$30,000 @ \$3,000/year; and 60 students x \$7/hour x 400 hours = \$168,000 @ \$16,800/year for a total annual value of \$19,800. CAU will provide the same level of services and support over a five year period in the Washington Cluster (\$19,800 x 5 years = \$99,000 total commitment).

III. Student Volunteers/Interns –Existing Commitment in the Transformation Area

Clark Atlanta University's effective educational methods and practices of shared teaching-learning experiences have enabled our students to engage in rewarding internships and volunteer opportunities that enhance the surrounding community. CAU's commitment to service, community awareness and civic engagement include the following programs and services:

- Under the APS-Washington Cluster, social work interns provide additional program support by identifying needed resources and services to the students and families in the APS-Washington Cluster. Over the past 9 years, CAU has invested \$1,696,950 in the implementation of this program. CAU is fully vested in the surrounding community and will continue to provide 10 students x \$22.95/hour x 900 hours = \$206,550 annual value x 5 years = a total commitment of \$1,032,750.
- Under the Washington HS Cluster-Educational Talent Search program, social work interns provide additional program support by identifying needed resources and services to improve the graduation rate among students in the APS-Washington Cluster. Over the past 9 years, CAU has invested \$1,696,950 in the implementation of this program. CAU is fully vested in the surrounding community and will continue to provide 10 students x \$22.95/hour x 900 hours = \$206,550 annual value x 5 years = a total commitment of \$1,032,750.
- Under the APS-Lowery Institute for Justice & Human Rights program, social work interns added additional program support by providing needed resources and services to address and reduce

issues of violence and bullying among elementary and middle school students in the APS-Washington Cluster. Over the past 2 years, CAU has invested \$217,880 in the implementation of this program. CAU is fully vested in the surrounding community and will continue to provide 4 students x \$22.95/hour x 1300 hours = \$119,340 annual value x 5 years = a total commitment of \$596,700.

- CAU's Center for Cancer Research and Therapeutic Development (CCRTD) has an established Community Outreach Component which addresses health disparities and disseminates educational information regarding the awareness of prostate cancer within African-American communities.

Examples of CCRTD programs include: 1) the "Harvest of Health" Wellness Fair – An event hosted annually in partnership with the English Avenue and Vine City Ministerial Alliance. It is free and provides information, education, and prostate cancer screening among other health screenings to empower people in the areas of health and wellness to address disparities in our community; 2) Prostate Cancer Seminars – CCRTD offers free educational seminars to provide the general population with information about prostate cancer. Sessions are conducted utilizing various venues, i.e., universities, churches, libraries, and community organizations and provide African-American men with information on the anatomy and physiology of the male genitourinary system, incidence and mortality of prostate cancer among African-American men, disease stages and treatment options, and concerns about screening and side effects of cancer treatment; and 3) CCRTD "Life Notes" – A monthly 30 minute program brings medical professionals, experts, and community advocates together to inform viewers of the most recent and up to date preventative cancer health care issues facing the African-American and minority communities. Copies of this program are available on compact disc for distribution to the general public.

CCRTD is committed to and will continue to maintain health fairs and seminars, along with media coverage on the awareness of prostate cancer and other health disparities which disproportionately impact our local communities. These activities are funded by CCRTD utilizing 44 volunteers (4 of which are faculty members) @ an annual value of \$65,000 for a total commitment of \$325,000 over a five year period.

- Clark Atlanta University's Jazz 91.9 WCLK program reaches more than 175,000 listeners each week and disseminates messages of importance to the community, through its diverse programming. Radio programming includes: 1) *Your Health Connection*, in partnership with The Center for Cancer Research and Therapeutic Development at Clark Atlanta University. The show targets the Center's ground breaking research in prostate cancer, which disproportionately affects African American males. With over 75 percent of WCLK's audience made up of African American males, they are able to receive pertinent information on prostate cancer, treatment and prevention. The program also addresses other health disparities and fosters a progressive interest in the overall health of the medically underserved; 2) *The Call to True Beauty*. Jazz 91.9 WCLK/Clark Atlanta University in partnership with Verizon Wireless and the Partnership against Domestic Violence (PADV) produces and airs a radio show that is designed to educate listeners in the prevention of dating and domestic violence. Listeners receive timely information from

counselors, law officials and relationship experts on various topics such as date rape and other forms of abuses. Listeners are able to call a special hotline number during the show and get immediate assistance; and 3) Jazz 91.9 WCLK airs over 5,000 public service messages annually that impact the quality of life for citizens within the Transformation Area, and the metropolitan Atlanta area, as a whole. Public service messages inform citizens of services ranging from health care, elderly assistance, fire safety and a range of social, cultural and art events.

IV. Capital Investments (on campus and in neighborhood)

As part of Clark's Capital Improvement Plan we have been making investments in the campus to upgrade aging facilities and create new ones, create a walkable campus and enhance the sustainability of facilities and the surrounding environment to the betterment of our students and the surrounding neighborhood. The total investment of these capital improvements for the prior 10 years has been \$69,462,306 and includes the development of three fully renovated residence halls; renovations to seven academic buildings- 2 of which are LEED Silver certified; and the renovation of the University's Admissions and Registrar Offices.

In addition, we will continue to make capital investments over the next five years to advance enrichment of the learning environment for existing and new students, as well as the surrounding community, with the proposed development of a new CAU Cancer Research Center, Performing and Fine Arts Complex and additional improvements to remaining academic and support services facilities.

The total cost of these capital improvements is anticipated to be \$115M.

V. Total Leveraged Commitment

Not including the capital investments noted above, we project a combined commitment of a total of \$75,000 of cash and \$3,299,400 of in-kind investment in the Choice Neighborhoods area for the next five years, of which \$112,700 is new commitment. This is a very exciting time to be a part of a shared vision to create a vibrant and enriched transformation area through our collective efforts. We wish you success on your grant and please contact me at 404.880.8566 or Bonita Dukes at 404.880.8491, if you have questions or need additional assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carlton Brown', written in a cursive style.

Dr. Carlton Brown
President

Atlanta

January 22, 2015

Ms. Joy W. Fitzgerald
Interim President & Chief Executive Officer
Atlanta Housing Authority
230 John Wesley Dobbs Avenue, N.E.
Atlanta, GA 30303-2421

Re: Commitment to Re-establish Communities In Schools in Schools in Four Neighborhood Schools

Dear Ms. Fitzgerald:

I am pleased to provide this letter of commitment on behalf of the Communities In Schools of Atlanta ("CIS") for the submission of the FY2014 Choice Neighborhoods (CN) Implementation Grant application. We are excited to partner the Atlanta Housing Authority (AHA) in its efforts to significantly improve educational outcomes for young people and families, and this letter details the commitment of the CIS in support of the Transformation Plan.

Communities In Schools of Atlanta is an award-winning dropout prevention organization that was established in Atlanta, Georgia in 1972. What began in the basement of a modest home in the Grant Park community is now the nation's largest dropout prevention network with a proven track record of positively impacting graduation rates. While focusing on improving attendance, behavior and academic performance, our ultimate goal is to increase the number of students who are promoted and graduate on time.

CIS site coordinators work within local schools to address barriers to students succeeding in school including poor attendance and behavior, low levels of parental involvement, limited exposure to academic and career enrichment opportunities and a lack of access to basic necessities including shelter, clothing and school supplies. CIS builds relationships and mobilizes community resources to meet the needs of students. We believe that when the needs of children are met, they can be free to learn and teachers can be free to teach. **We believe ALL kids can succeed. We NEVER give up on kids, and we do not allow them to give up on themselves.**

An important element of our model is that students achieve more when their families are involved. As a result we work with school staff to initiate or energize activities such as parenting workshops, family fun nights and PTA meetings. In addition, the CIS model emphasizes Five Basics - Every child needs and deserves the following set of five essentials in order to succeed in school and in life:

1. A one-on-one relationship with a caring adult;
2. A safe place to learn and grow;
3. A healthy start and a healthy future;
4. A marketable skill to use upon graduation; and
5. A chance to give back to peers and community.

We have a strong track record as evidenced by our success at keeping students in school and helping them advance to the next grade. During the 2013-2014 school year, 97% of CIS students stayed in school, 83% of CIS students improved their attendance, behavior and/or academic performance, and 76% of CIS students were promoted or graduated. In many of our schools, these statistics outpace the overall averages for the total school population, in spite of the fact CIS students were selected for services because their previous performance suggested **they were the most at-risk of not succeeding!**

A critical aspect of our success with students has been our ability to improve their attendance. From 2001 – 2010, a period during which CIS was serving dozens of Atlanta schools, the percentage of middle school students at CIS partner schools who were absent 10 or more days decreased dramatically from 48% to 11%. Similar decreases were seen at partner high schools, where the percentage of students with such dangerously high numbers of absences decreased from 50% to 30%. Quite simply, in order to learn, students must first be present, and CIS looks forward to assisting with this issue.

Specifically for the Choice Neighborhood Transformation Plan, we will develop and re-establish our Communities In Schools program at four neighborhood schools – Mary McCleod Bethune Elementary School, M. Agnes Jones Elementary School, J.E. Brown Middle School and Booker T. Washington High School. At each of the four schools, we will place one coordinator, for a total of 4 In-School Coordinators across all 4 schools. The total cost to operate the CIS program in a single school is \$103,753 per year. To operate CIS in all 4 schools, the total cost is \$415,012 per year (\$2,075,060 over 5 years).

Of the total cost, CIS will provide in-kind support as follow: \$66,753 X 4 schools or \$267,012 per year (\$1,335,120 over 5 years). We commit to maintaining this program throughout the grant period and during the five year period we will work with the Atlanta Public Schools, United Way, AHA and other partners to develop a sustainability strategy.

The four target schools serving the Choice Neighborhood community enroll kids from the neighborhood and beyond based upon the Atlanta Public Schools feeder system. To ensure the overall success of these schools in achieving goals related to school attendance, graduation rates and academic performance, the CIS program will be available to all students enrolled in these schools but we will prioritize CNI neighborhood families.

We are excited to support this Transformation Plan with a total leveraged value of \$1,335,120 over the next five years. We will work collaboratively with the Atlanta Housing Authority to ensure seamless coordination of service delivery as well as tracking and reporting of outcomes. We believe our support and commitment will directly impact the outcomes you seek for the People component and we look forward to working with you on this exciting endeavor.

We wish you luck on your application.

Sincerely,

A handwritten signature in cursive script that reads "Frank Brown, Esq.".

Frank Brown, Esq.
Executive Director

January 23, 2015

Joy W. Fitzgerald
Interim President & Chief Executive Officer
Atlanta Housing Authority
230 John Wesley Dobbs Avenue, N.E.
Atlanta, Georgia 30303-2421

Re: Commitments in Support of Atlanta Housing Authority's Choice Neighborhood Initiative

Dear Ms. Fitzgerald:

I am writing to express my support for the University Homes FY 2014 Choice Neighborhoods Implementation grant application to transform the University Homes public housing site and the University Choice Neighborhood.

Families First is Georgia's largest and leading non-profit family service agency, delivering effective solutions for children and families. Families First's mission is to *ensure the success of children in jeopardy by empowering families*. We work strategically to realize our vision of a community where all children and families flourish. The agency's three impact areas guide our eleven program strategies that connect, strengthen and sustain almost 40,000 children and families

For the last 125 years, Families First has been providing empowering solutions for Atlanta's most vulnerable population by connecting, strengthening and sustaining families. In 2013, Families First served almost 40,000 children, women and families during life's toughest storms serving as a catalyst in their quest to achieve their goals and ultimately, their ability to achieve long term self-sufficiency. Some of our outcomes include the following:

- More than 1,974 individuals screened or assessed through our Behavioral Health Services
- 1,519 individuals report adequately functioning in meaningful activities after receiving counseling in our Behavioral Health program
- 100% of teen mothers, who are eligible to graduate in our TeenAge Pregnancy and Parenting (TAPP) program, graduated on time in FY 2014
- 86% of TAPP program participants enrolled in postsecondary education programs.

Families First provides services at twelve (12) office locations across metro-Atlanta. One office is located at 25 New Castle St, Atlanta, GA 30314 which is in the Choice Neighborhood boundaries has served the community since 1991. In calendar year 2016, Families First we will relocate one of our headquarters from midtown Atlanta to 80 Ashby, within the Choice Neighborhood boundaries.

Our legacy work was and continues to be our ability to serve metro Atlanta foster care youth that have been placed in the state's child welfare system. Our organization currently operates three (3) group homes that service foster care youth in our city, one (1) home that serves young (14-21) pregnant and parenting women that are in the foster care system. In addition, Families First provides individuals access to transitional and supportive housing. Weaver Gardens, our transitional housing program, supports formerly homeless women (17-26) and their children. We also manage forty-five (45) units of supportive housing in a local apartment complex, which offers shelter and safety for homeless families struggling with a major illness, mental health concerns or substance abuse issues. Through the support of these services children, youth and families learn the importance of education, working to support their family and important life-skills. Families First recognizes that cycles of poverty are not broken by one program alone. Thus we utilize a wraparound approach when serving our families and clients. Through multiple locations, collaborations with community partners and virtual services, Families First responds whenever and wherever we are needed.

In support of the University Choice Neighborhood Initiative, Families First will provide the following in-kind services for former residents of the University Homes housing development and current residents of the University Neighborhood in conjunction with a FY 2014 CNI implementation grant.

Behavioral Health Services – Since 1942, Families First has been providing counseling services to Metro Atlanta families. Our Counseling and Support Services program supports children, adults, and families who are facing chronic economic, social or health challenges so that they will succeed in stable, nurturing homes with self-sufficient families. Our Counseling and Support Services will assist Choice Neighborhood residents with 1) healing from emotional pain and trauma; 2) stabilizing mental health symptoms; 3) developing coping skills to deal with life's stressors; 4) strengthening family and social relationships; and 5) achieving a greater sense of health, quality of life and well-being. Our services include individual, family, couples and group counseling.

The measurable outcomes for these services are as follows:

- 80% of clients will make progress or achieve their treatment goals
- 80% of clients will improve their overall psychosocial functioning
- 70% of clients will report an increased quality of life

Existing Commitment:

- Families First currently serves thirty-two (32) University Neighborhood residents per year in its *Behavioral Health Services* and will continue to do so over the five year CNI grant period. Each slot is valued at (b)(4) annually. So the total leverage value is (b)(4) annually and (b)(4) over the five year period.



New Commitment:

- In support of the Transformation Plan and with support of funding from the CNI, Families First will expand our *Behavioral Health Services* program to provide eighteen (18) new counseling slots for University Neighborhood residents in its Behavioral Health Services program per year for the five year CNI grant period. Each slot is valued at (b)(4) annually. So the total value is (b)(4) (18 residents times (b)(4) over 5 years) University Neighborhood residents.

TeenAge Pregnancy and Parenting (TAPP) Program – Families First’s TAPP Program helps pregnant and parenting teens deliver healthy babies, become responsible parents, delay or prevent future unplanned pregnancies and complete their education. The program targets women, ages 14 to 19, living in low-income families, who are uniquely vulnerable to poor health, education, income and parenting outcomes due to health or economic issues, and lack resources, support, and/or relevant services. TAPP positively affects the lives of teens and their families through six essential home, community, and school-based strategies: 1) pre-natal education, information and referrals; 2) linkage to healthcare services (including transportation); 3) parent education groups; 4) counseling and therapy for teen girls, family members and biological fathers; 5) school-based support and education case management; and 6) facilitated peer support groups on communication, health, relationships, etc.

The measurable outcomes for these services are as follows:

- 90% of teen moms will deliver a healthy baby at a birth weight of 5.5 lbs. and above
- 92% of teen moms will return to school within six weeks after delivery
- 95% of teen moms, who are eligible to graduate, will graduate on time

Existing Commitment:

- Families First currently serves eighteen (18) University Neighborhood residents per year in its *TAPP program* and will continue to do so over the five year CNI grant period. Each slot is valued at (b)(4) annually. So the total leverage value is (b)(4) over the five year period.

New Commitment:

- In support of the Transformation Plan and with support of funding from the CNI, Families First will expand our *TAPP* program to provide twenty-five (25) service slots for University Neighborhood residents in its TAPP program per year for the five (5) year CNI grant period. Each slot is valued at (b)(4) annually. So the total value is (b)(4) (25 residents times (b)(4) over 5 years) for current University Neighborhood residents.

Ways to Work (WtW) Program – WtW is a proven program providing low income individuals with low interest car loans, financial education and supportive services. WtW is a financial empowerment loan program that helps working families move beyond poverty

through access to financial education and reliable transportation. The WtW program is also considered an asset-building and economic self-sufficiency program for underserved populations because it targets those without access to conventional financial resources. Since 1984, nearly 30,000 families have borrowed over (b)(4) through the WtW program and its predecessor, the Single Parent Loan Program. WtW is the only organization of its kind making low-cost, character-based, direct-to-consumer loans to low-income families on a national scale. Today there are 31 local programs operating in 19 states that provide (b)(4) annually in small, low-interest loans while maintaining an overall repayment rate of over 90%. While WtW does not allow for Families First to provide in-kind slots for this program, Families First will partner with CN service partners and offer financial literacy courses to any that would like to participate and present any applications to our loan review committee that are eligible.


Existing Commitment:

- Families First currently serves eleven (11) former University Homes Street public housing residents and University Neighborhood residents per year in its *WtW* program and will continue to do so over the five year CNI grant period. Each slot is valued at (b)(4) annually. So the total leverage value is (b)(4) (11 residents times (b)(4) per year) over the five year period.

Families First is excited to support AHA's Choice Neighborhood Initiative with a total leveraged value of (b)(4) from existing commitment and (b)(4) from new commitments over the next five years and the life of the Transformation Plan. We will work collaboratively with the Atlanta Housing Authority to ensure seamless coordination of service delivery as well as tracking and reporting of outcomes. We believe our support and commitment will directly impact the outcomes you seek for the People component and we look forward to working with you on this exciting endeavor.

We wish you luck on your application.

Sincerely,



Kim Anderson
CEO, Families First

January 23, 2015



Michael W. Brooks, MD, MBA
President & Chief Executive Officer

Joy Fitzgerald
Interim President and Chief Executive Officer
Atlanta Housing Authority
230 John Wesley Dobbs Avenue, N.E.
Atlanta, GA 30303-2421

Re: Commitment of Federally Qualified Health Center for the University Choice Neighborhood Transformation Plan

Dear Ms. Fitzgerald:

The Family Health Centers of Georgia, Inc. (FHCGA), formerly known as West End Medical Centers, is excited to partner with the Atlanta Housing Authority (AHA), in the capacity of the federally qualified health center (FQHC) on your FY 2014 Choice Neighborhoods (CN) Implementation grant application to transform the University Homes public housing site and the greater University Choice Neighborhood. We have had a long-standing partnership with AHA in providing healthcare services to assisted households from a number of your former public housing developments and connecting them to a medical home, so we view this as another opportunity to advance our collective goal in creating healthy households.

FHCGA is a 501(c)(3), not-for-profit federally qualified community health center (FQHC) that has been providing primary health care services to medically underserved residents in the University Choice Neighborhood since 1976. FHCGA is a HRSA, federally funded, community health center 330(e) program and a federally funded public housing primary care 330(i) program. Our main facility is in the Historic West End neighborhood, adjacent to the University Choice Neighborhood, and we provide healthcare services at various satellite locations to include the Neighborhood Union Health Center located in the University Choice Neighborhood. For more than 20 years, FHCGA has served as a safety net for thousands of AHA-assisted participants by providing quality health services for the uninsured and underinsured. Satellite facilities are located adjacent and/or near AHA redevelopment communities, and throughout the AHA/FHCGA partnership, FHCGA has located primary care services on-site in several AHA properties.

FHCGA offers a comprehensive array of health care services that include adult medicine/family practice, disease management, behavioral health, dental, pediatrics, pharmacy, women's health and family planning, with a focus on providing affordable healthcare to underserved or at risk populations. We are confident that we can continue assisting AHA in making healthcare accessible, connecting families to a medical home and improving health outcomes for families and individuals of all ages.

As part of our commitment in serving as the federally qualified health center and helping you to achieve great health outcomes as part of your people strategies, FHCGA will provide direct primary care and mobile health services (pediatrics, adult medicine, OB/GYN, dental, health education) to residents at the revitalization site and in the neighborhood.



Corporate Office | 868 York Avenue, SW | Atlanta, GA 30310 | fhcga.org
P: 404.756.8732 | mwbrooksm@fhcga.org | mwbrooksm@mindspring.com
formerly West End Medical Centers, Inc.
57-38

The following represents new resource commitments by FHCGA, contingent on a CN Implementation Grant award to AHA, to serve former University Homes' residents and current University Neighborhood residents (which include other AHA-assisted households) during the five years of the grant.

Mobile Health Services - FHCGA will work with AHA and its community partners on a scheduled deployment of FHCGA's mobile unit to AHA's redevelopment site, target public schools, workforce development sites, strategic locations in the neighborhood, and at community events to make healthcare more accessible to neighborhood residents. The mobile unit has the capacity to provide pediatrics, adult medicine, OB/GYN, dental, occupational health screenings, and immunizations. We consider this a highly important resource to help meet residents where they are as too often lack of transportation, access, and convenience present barriers to low-income persons receiving quality health services. FHCGA will deploy the unit eight (8) times per month at prescribed intervals as determined by AHA and CN partners and we anticipate serving 250 former University Homes residents and 400 neighborhood residents annually valued at (b)(4) per resident served. Therefore, the total value of the commitment over five years will be (b)(4) 650 residents/year x (b)(4) /person x 5 years).

Access to a Medical Home and Related Services - FHCGA will have our referral clerk work with your case management team for referrals to connect former University Homes/AHA-assisted residents and University neighborhood residents to a medical home and needed health and/or counseling services. This will include helping the relocated University residents connect to other health centers outside of the Transformation area closer to where they reside. Based on our experience, we project serving 250 former University Homes residents and 450 University neighborhood residents annually valued at (b)(4) per person served. Therefore, the total value over five years will be (b)(4) (700 residents/year x (b)(4) x 5 years.)

FHCGA is excited to support the Transformation Plan with a total leverage value of \$8,443,000 over the next five years and the life of the Transformation Plan. We will work with AHA to ensure seamless coordination of service delivery as well as tracking and reporting of outcomes. We believe our support and commitment will directly impact the outcomes you seek to achieve for the People component of the Plan. Please feel free to contact me at 404-756-8732 or Maggie Lloyd, Coordinator of Special Programs, at 404-756-6901, if you need further assistance from us. We wish you success on your application.

Sincerely,



Michael W. Brooks, MD, MBA
President and CEO



Georgia-Pacific LLC

133 Peachtree Street, N.E.
Atlanta, GA 30303
(404) 652-4182
(404) 749-2754 fax
www.gp.com

January 26, 2015

Curley M. Dossman, Jr.
President
Georgia-Pacific Foundation
Vice President
Georgia-Pacific Community Affairs

Joy Fitzgerald
Interim President and CEO
Atlanta Housing Authority
230 John Wesley Dobbs Avenue
Atlanta, GA 30303

Dear Joy:

On behalf of the Georgia-Pacific, LLC (GP), this letter serves as our commitment in support of Atlanta Housing Authority's (AHA) 2013 Choice Neighborhoods (CN) Implementation grant proposal for the targeted CN area in west Atlanta. As part of our community-based educational programs, we currently are a vested partner with one of the CN public elementary schools (M. Agnes Jones) where we have made physical improvements at the school to enhance the learning environment, and it is also a service site for GP's ServiceForce tutoring/mentoring program. Therefore, we are in a good position to partner with AHA, United Way of Greater Atlanta who will be serving as the CN Principal Education Partner and other educational partners in the CN area to further support a nurturing and effective cradle to career education pipeline.

Since its inception, Georgia-Pacific has recognized the value of education as one of the most important and essential building blocks of a strong, thriving community. We believe that creating, supporting and nurturing worthy educational projects are paramount to achieving our community investment goals. In that vein, GP continues to make investments in results-driven educational initiatives that we believe will make a measurable difference in our communities. Since 1997, we have made investments at M. Agnes Jones elementary to include approximately \$750,000 in cash and in-kind product contributions. We continue to be committed to improving the educational experience and academic achievement of the children.

In support of the CN Transformation Plan, and specifically the proposed education pipeline, Georgia-Pacific is committed to providing ongoing financial and in-kind support towards the implementation of the education pipeline.

GP will also continue its tutoring/mentoring program at M. Agnes Jones, serving 75 children per year, providing 2700 volunteer hours per school year @ \$22.00/hour x 5 years = \$297,000.

GPs continued commitment will benefit the children residing in the revitalized development and the partnership with CN will be a neighborhood benefit to all the children attending the targeted schools.

Sincerely,

A handwritten signature in black ink, appearing to read "Curley M. Dossman, Jr.", written over a horizontal line.

Curley M. Dossman, Jr.
President



LITERACY ACTION

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Michael Wall
Invision

Calvin Wright
ThyssenKrupp Elevator

January 30, 2015

Joy W. Fitzgerald
Interim President & Chief Executive Officer
Atlanta Housing Authority
230 John Wesley Dobbs Avenue, NE
Atlanta, Georgia 30303-2421

RE: Adult Basic Education Services to support University Choice Neighborhoods Transformation Plan

Dear Ms. Fitzgerald:

I am writing to express my support for the Atlanta Housing Authority's (AHA) University Homes FY2014 Choice Neighborhoods Implementation (CNI) grant application to transform the University Homes public housing site and the greater University Neighborhood.

Literacy Action has been a partner with AHA for decades. Our mission is to teach undereducated adults literacy, life, and work skills which empower them to reach their highest potential. Founded in 1968, Literacy Action has prepared hundreds of students to get their GED (high school equivalency) and instructed thousands more to increase their literacy skills in pursuit of personal goals. Today, Literacy Action is the largest adult literacy nonprofit in the southeastern United States.

Literacy Action currently serves University Neighborhood residents in two locations. An Adult Basic Education (ABE) class is held for 20 students as part of the Westside Works workforce development program. The class is held twice a week on-site at the former E.R. Carter Elementary School. We have served 40 residents total since September, 2014. In addition, Literacy Action also serves 15 University Neighborhood residents as part of our regular ABE classes in our downtown Atlanta location.

With most of our funding coming from philanthropic donations (90%), we are able to offer classes at no cost to students. Literacy Action currently covers all costs for both of the class locations described above.

100 Edgewood Avenue, NE
Suite 650
Atlanta, Georgia 30303
www.literacyaction.org

Costs include:

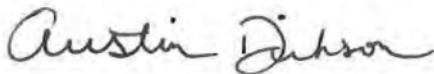
- Testing materials
- Testing software (AZTEC)
- Student database/data entry
- Teacher salary & benefits
- Program materials
- Administration (Student Affairs Manager, Director of Programs)
- Transportation
- Technology

In support of the Transformation Plan, Literacy Action will expand the ABE courses to provide 40 new slots per year during the initial four years of the CN grant period, for former University Homes' residents and current University Neighborhood residents at our downtown Atlanta location. The value of these costs per adult learner is \$1,000 annually. AHA will cover \$500 of this per person cost using CNI funding, contingent upon grant award. Literacy Action will cover the balance in leverage at the rate of \$500 per person. The total leverage value is \$20,000 per year for the NEW class to be added for a total value of \$80,000 for the first four years of the five-year grant period (\$500/participant x 40 participants annually x four years). Literacy Action's commitment is newly generated and is in direct support of the University Area Transformation Plan.

Literacy Action is excited to support this Transformation Plan. We will work collaboratively with AHA and the United Way (CN Principal Education Partner) to ensure seamless coordination of service delivery as well as tracking and reporting of outcomes. We believe our support and commitment will directly impact the outcomes you seek for the People component and we look forward to working with you on this exciting endeavor.

We wish you luck on your application.

Sincerely,



Austin Dickson
Executive Director



January 28, 2015

Ms. Joy Fitzgerald
Interim President and Chief Executive Officer
Atlanta Housing Authority
230 John Wesley Dobbs Avenue, NE
Atlanta, GA 30303

**Re: Commitment of the Anchor Institutions to the Choice Neighborhoods Transformation Plan
FY2014 Choice Neighborhoods Implementation Grant Application**

Dear Joy:

As President of Morehouse School of Medicine (MSM), I am pleased to submit this letter documenting the commitment of funds and in-kind services in support of the implementation of the Atlanta Housing Authority's University Choice Neighborhood Transformation Plan and the submission of the Choice Neighborhoods Implementation Grant application to the U.S. Department of Housing and Urban Development.

Morehouse School of Medicine (MSM) was founded in 1975 as part of Morehouse College and became an independent medical school in 1981. It is located in the Atlanta University Center neighborhood, which is the heart of the Transformation area and neighbors the targeted University Homes site, now known as Scholars Landing. For more than three decades, MSM has become one of the country's leading primary care-oriented medical schools, and we are a major anchor institution in the University Choice Neighborhood. Consistent with our mission, MSM is dedicated to improving the health and well-being of individuals and communities and to addressing primary health care needs through programs in education, research, and community service. In 2012, the *Annals of Internal Medicine* ranked MSM number one among the country's 125 medical schools in its contributions to the social mission of medical education. The award evaluated schools on three dimensions: 1) production of primary care physicians; 2) the number of underrepresented minority graduates; and 3) the number of graduates practicing in medically underserved areas.

As part of our ongoing commitment to service and the community, the following describes MSM's various initiatives within the transformation area, along with committed cash and in-kind support to support implementation:

I. Public Safety Commitment

In 2015, the four Atlanta University Center Schools will collectively provide \$300,000 toward the purchase of 29 video surveillance cameras/license plate readers to be installed at strategic locations in the area surrounding the schools. MSM will contribute \$75,000 toward the purchase of the cameras. The cameras will be managed and monitored by Atlanta Police Department as part of a city-wide video surveillance/public safety initiative.

57-43

720 Westview Drive SW
Atlanta, GA 30310-1495

Telephone: 404-752-1740
Fax: 404-756-8974
www.msm.edu

II. Educational Commitment – New Commitment in the Transformation Area

As co-applicant with the United Way of Greater Atlanta on an awarded 2010 Promise Neighborhoods Planning Grant, we have been involved in the ongoing development of the infrastructure of the Atlanta Promise Neighborhood (APN) to implement the Promise Neighborhoods philosophy. We are committed to addressing the social determinants of health which are related to barriers that negatively impact a child's health and that negatively impact a child's ability to be successful in school. Our efforts are focused on Atlanta Public Schools' Booker T. Washington High School cluster, which includes two elementary schools, a middle school, and high school that serve children in the University Choice Neighborhood. This work is being done through the collaboration with historical Promise Neighborhood partners which include the United Way of Greater Atlanta, Atlanta Community Food Bank, Arthur M. Blank Family Foundation, Fulton County Department of Health and Wellness, Atlanta Public Schools, and of course, AHA.

We are well-suited to serve as a health relationship and resource broker in the transformation area and the following represents the work we are committing to provide in order to further our APN work and support the University Choice Neighborhood Transformation Plan:

1. Medical Home - MSM and Fulton County Department of Health and Wellness Neighborhood Union Health Center

This is a new comprehensive community health and wellness program at Neighborhood Union Health Center (located in the Univ. Choice Neighborhood) to facilitate and strengthen families' access to medical services. MSM will provide a variety of healthcare services ranging from pediatrics to geriatric care in conjunction with the cohort of allied health professionals at the Neighborhood Union site. Every participating household will be assigned a health program manager (case manager) to conduct a comprehensive health needs assessment and to connect families to the appropriate health resource. This will include connecting families to the Oak Hill Child, Adolescent, and Family Center, a newly renovated, state-of-the-art, behavioral health facility for services and by providing transportation assistance to minimize barriers in receiving assistance. This initiative will further compliment the health services currently offered at Neighborhood Union and the primary care services performed by Family Health Centers of Georgia to create a full-service health center. The value of this service is \$3,000 per enrollee per year, and using a conservative estimate, we anticipate serving approximately 100 unduplicated University Choice Neighborhood residents annually. Over the five-year grant period, the value of this in-kind resource is \$1.5 million.

2. In- school Health Resources

As part of MSM's health focus in the Washington Cluster schools, MSM will conduct community outreach and assist students and family members experiencing health needs/crises to an appropriate health resource. Identifying students and families in need will primarily be conducted in coordination with the school principal and counselors; however, coordination will occur with AHA's human development services staff. The estimated value of this service is \$500 per person assisted, and we anticipate serving approximately 200 unduplicated University Choice Neighborhood residents annually. Over the five-year grant period, the value of this in-kind resource is \$500,000.

This service will be facilitated through the partnership and relationships with school nurses, social workers, parent liaisons and community-based gate keepers. One of the biggest opportunities for making all of these activities produce results lies in the motivation of caregivers and other adult role models in the community.

Fitness Activity

Using results of the state-mandated Georgia Shape Act Fitness Gram (FG), MSM will implement prescriptive physical fitness activities that address the most at-risk students identified by the FG assessment who attend the Washington cluster elementary schools. This will ensure that each child has the opportunity to "PLAY 60" and be engaged in physical movement of one type or another. "Brain Breaks" research has demonstrated that when school leaders are trained to take advantage of dead spots during the school day by engaging the youth in fun/fitness activities student academic performance improves.

As part of our ongoing APN work, we currently convene a bi-monthly APN Health and Wellness Work Group with various health and education partners and community stakeholders; this activity will continue. Furthermore, we will continue with our collaborative Results-based Accountability Model with AHA and other APN partners to develop a collective framework for tracking and reporting activities and outcomes from the participating partners.

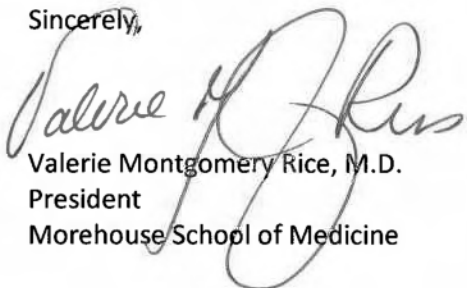
III. Student /Resident Physicians - Existing Commitment in the Transformation Area

MSM has several community-based/educational programs where it deploys its students and resident physicians to engage school-age students with an interest in science, medicine, and healthcare, to heighten recruitment within Georgia, and to collaborate with community members in the development, implementation, and evaluation of health education/health promotion programs. The following represents programs occurring in the Transformation Area that will continue during the next five (5) years.

The Medical Education Program, the Master of Public Health Program, the Master of Science in Medical Sciences Program, and the Public Health and Preventive Medicine Residency Program all leverage the community involvements of its trainees to maximize the scope and impact of the AUC Choice Neighborhood Transformation Plan. There are approximately 112 trainees that each spends an average of 60-120 hours every year for an average of approximately 9,000 hours annually (If we use \$12.50/hour as the student stipend rate, then these activities would total approximately \$112,500.00/year and \$562,500 over five years).

This is a very exciting time to be a part of a shared vision to create a vibrant and enriched transformation area through our collective efforts. We wish you success on your grant. Please contact me at (404) 752-1740 or David Hefner, Chief of Staff at (404) 752-1743 should you have questions or need additional assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Valerie Montgomery Rice".

Valerie Montgomery Rice, M.D.
President
Morehouse School of Medicine



Joy W. Fitzgerald
Interim President & Chief Executive Officer
230 John Wesley Dobbs Avenue, N.E.
Atlanta, Georgia 30303-2421

Dear Ms. Fitzgerald:

I am writing to express my support for the University Homes FY2014 Choice Neighborhoods Implementation (CNI) grant application to transform the former University Homes public housing site and the greater University Choice Neighborhood.

ORGANIZATIONAL BACKGROUND

The National CARES Mentoring Movement was founded in 2005, in the wake of Hurricane Katrina, as *Essence CARES*, while Susan L. Taylor was chief editor of *Essence* magazine, which she led for 27 years. The mission of the National CARES Mentoring Movement is to transform the lives of Black children by inspiring, recruiting, and mobilizing masses of caring Black men and women to mentor and nourish, challenge and champion them.

CARES is the recognized national leader in the recruitment, training and engagement of Black mentors. Our programs address the severe shortfall of Black mentors nationally, and we are sought after by hundreds of organizations that look to us for desperately needed and committed volunteers. Our local CARES Affiliate network, in 58 U.S. cities, recruits and connects caring volunteers to schools and local youth-serving organizations in severely under-resourced communities throughout the nation that have been disrupted by poverty, hopelessness and violence. In addition, our two large group-mentoring programs in 4 cities focus on the emotional, social, academic and professional development of our children and the wellness of the adults who mentor and parent them. Our place-based efforts ensure that disconnected youngsters who are most at risk of dropping out of school, graduate and are prepared to succeed in college or industrial-training programs and 21st-century careers. CARES proves that all children, given adequate support, can thrive and reach their potential. Over 95 percent of our youngsters are Black, with over 98 percent living at or below the federal poverty line. In 2013, we recruited and mobilized over 3,315 mentors to work in on-going group mentoring settings with over 9,000 under-served youngsters. On average, we estimate having a retention rate of 90%, compared to just 50% for most mentoring programs. In 2013, as a result of our programs, 86 percent of our mentees stated that they felt more engaged in school and 94 percent stated that they felt more confident they could succeed academically.

PROGRAM BACKGROUND

Addressing the stark statistics that show how far Black children are lagging behind their peers in participation in Advanced Placement classes and reading scores—even behind Latino children for whom English is a second language—CARES is piloting an innovative, life-changing group-mentoring initiative. ***The HBCU Rising: A Campus-***

Public Schools Literacy and STEM Mentoring Initiative® (The HBCU Rising) is a Common-Core standard, curriculum-based initiative designed to be scaled and replicated throughout the HBCU (Historically Black Colleges and Universities) system to transform the lives of multitudes of struggling Black children.

In support of the Atlanta Housing Authority's University Area Transformation Plan, National CARES will provide the following services for former residents of the University Homes housing development and current residents of the University Choice Neighborhood in conjunction with a FY 2014 CNI grant.

Existing Services

National CARES will continue to serve Choice Neighborhood residents through its Atlanta STEM Mentoring programming and will continue to do so over the five year Choice Neighborhood grant period. This programming includes the following:

- a. **STEM Fest:** The National CARES Mentoring Movement Atlanta CARES Affiliate office hosts an annual conference for 300 Middle school and high school students at Georgia Institute of Technology to explore careers in STEM (Science, Technology, Engineering, Math) fields and engage in STEM related activities. The goal of STEM Fest is to increase youngsters' awareness of the wide range of STEM careers so that they have a greater interest, skills, mentoring and connections to pursue careers in these fields. STEM Fest features a key note address from an inspiring STEM leader, workshop sessions including animation and video gaming, 3 –D printing, aeronautics, music technology, applications, zoology, climate control, disease prevention, robotics, eco-art, engineering and robotics.
 - STEM Fest includes: 74 former University Homes public housing residents and 111 current neighborhood residents annually. Each cost per slot for STEM Fest is \$180. The total leverage value for Stem Fest is \$33,300 per year $((74+111) \times \$180)$, or \$166,500 for five years.
- b. **STEM EnRICH Summer Academy:** The National CARES Mentoring Movement Atlanta CARES Affiliate office hosts a six-week STEM EnRich Summer Academy experience on the campus of Morehouse College for 50 high school scholars. Through this initiative, scholars engage in STEM classes, become familiarized STEM careers and interact with STEM professionals. The rigorous STEM curriculum includes engineering, life science, computer science, and Let's Move! On Fridays where students take engaging field trips to the offices of STEM professionals. STEM Speakers Spotlight also features guest speakers who will showcase their STEM careers. STEM modules apply the science inquiry process to math, biology, chemistry and engineering challenges and include video gaming and animation, NXT Lego Robotics/Scratch Computer Coding, Sphero Robotic Ball, Underwater Robotics, STEM Ethics, STEM Innovation and Entrepreneurship. The Enrichment and Recreational Activities include leadership development, financial literacy, chess and sculpting.
 - STEM EnRICH Summer Academy includes: 10 former University Homes public housing residents and 15 current neighborhood residents annually. The cost per slot is \$2,520. The total leverage value for STEM EnRICH Summer Academy is \$63,000 per year $((10+15) \times \$2,520)$, or \$315,000 for five years.
- c. **The HBCU Rising: A Campus-Public Schools Literacy and STEM Mentoring Initiative®**, which we are piloting and testing in Atlanta, focuses on youngsters' emotional, social and academic development through culturally-based educational and workforce readiness programming. Currently our program

works in collaboration with Clark Atlanta University and Brown Middle School, and with STEM professionals from the Atlanta metro area. The pilot follows the middle school students and the STEM-career-major mentors through graduation and is being built and tested for scaling and replication throughout the HBCU system. **The HBCU Rising** program is having a positive impact on attracting middle school students to STEM subjects and viewing college as a real option. According to our independent program evaluation, 70 percent of the middle school students who completed the program reported that having a mentor helped them feel excited about the future, and 70 percent of the college mentors who completed the program reported an increased interest in technology fields and careers. Furthermore, **The HBCU Rising** fortifies these personalized learning communities with critical soft-skills building that are paramount to total well-being and success.

- The HBCU Rising includes 11 former University Homes public housing residents and 17 current neighborhood residents. Each slot costs \$11,197.14 and the total leverage value for The HBCU Rising is \$313,520 per year $((11+17) \times \$11,197.14)$, or \$1,567,600 for five years.

New Commitment

\$50,000 worth of computers will be donated in-kind to support the Atlanta STEM programming.

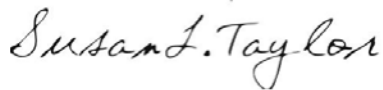
National CARES' new service commitment includes University for Parents, a holistic, community-wide and -driven, restorative protocol for parents and caretakers. The University format is a regenerative protocol that will inspire and advance struggling adults through intimate healing workshops led by trained facilitators who are psychologists, social workers and experts in the healing arts. Depending on the contextual needs of the parents and using our extensive experience in large-group healing, CARES will also reinforce the workshops with Super Mentor assemblies, anchored on transformational and inspirational content. The University for Parents curriculum will be grounded in the heritage of African Americans and draw inspiration from our challenges, achievements and resilience within a culturally responsive context. It will also reinforce soft-skill competencies that employers seek in new hires, such as courteousness, self-confidence and self-discipline. The safe spaces the workshops create allow individuals to reflect and identify barriers in their lives, including any addictions, which our trained facilitators can address and refer other services for outside care. With a culturally focused curriculum that meets our struggling parents where they are, helps them strengthen their racial esteem, personal relationships and parenting skills, and that inspires self-confidence and a love for learning—with these supports and committed partnering organizations, beleaguered parents will overcome the barriers to self-sufficiency.

- The University for Parents includes 75 new slots for former University Homes public housing residents and 25 new slots for current University Choice Neighborhood residents in its Atlanta STEM Mentoring per year for the five year CNI grant period. Each slot costs \$3,370 annually and the total leverage value for The University for Parents will be \$337,000 per year $((75+25) \times \$3,370)$, or \$1,685,000 for five years. This commitment is newly generated and is in direct support of the University Choice Neighborhood Transformation Plan.

National CARES is excited to support the University Choice Neighborhood Transformation Plan with a total leveraged value for all programs combined of \$746,820 per year, or \$3,734,100 for the next five years, including \$2,049,100 in existing services and \$1,735,000 in new commitments. We will work collaboratively with the Atlanta Housing Authority and its network of partners to ensure seamless coordination of service delivery as well as tracking and reporting of outcomes. We believe our support and commitment will directly impact the outcomes you seek for the People component and we look forward to working with you on this exciting endeavor.

We wish you luck on your application.

Sincerely,

A handwritten signature in black ink that reads "Susan L. Taylor". The script is fluid and cursive, with the first letters of each word being capitalized and prominent.

Susan L. Taylor
Founder & CEO

January 5, 2015

Ms. Joy Fitzgerald
Interim President and Chief Executive Officer
Atlanta Housing Authority
230 John Wesley Dobbs Avenue
Atlanta, Georgia 30303

Re: Commitment of Supportive Services Activities in support of the University Homes Transformation Plan

Dear Ms. Fitzgerald:

It is our pleasure at the Satcher Health Leadership Institute (SHLI) at Morehouse School of Medicine to write this letter committing to the provision of supportive services activities in support of the University Homes FY2014/2015 Choice Neighborhoods Implementation grant application to transform the former University Homes public housing site and the greater University Choice neighborhoods.

The SHLI's Smart and Secure Children (SSC) program is a parent-led, parenting education intervention that was developed in collaboration with community residents who participated in the Neighborhood Healthy Child Development Project (supported by the National Institute of Minority Health and Health Disparities). A series of 17 focus groups were held, which informed the content areas, design, and implementation of the SSC curriculum. Based on feedback from community residents, it was determined that conversational learning would be an effective method for SSC programmatic efforts that aim to enhance quality parenting knowledge and skills.

The overarching aim of SSC is to increase quality parenting as a means to strengthen vulnerable families raising children 0-5 years old. The SSC program partners with seven community-based organizations for program delivery. Additionally, this curriculum intends to reduce the negative impact of poverty and related environmental risk factors on children's preschool ability, socio-emotional well-being, and general well-being. Participants meet on a weekly basis with their peers in a supportive network of six individuals for 12 weeks to complete the evaluation components and 10 educational sessions.

The program design of the SSC curriculum is unique; in that, facilitators (parent leaders) are residents in the target community, and they are supported by a parent mentor who also resides in the target community. This innovative approach offsets traditional challenges with the engagement and retention of low-resource, minority parents in parenting programs, and it may also serve as a fundamental element of effective parenting interventions for parents. Additionally, pilot testing of the SSC curriculum has revealed additional recommendations that have enhanced program delivery and participation (Okafor, Sarpong, Ferguson, & Satcher, 2013). Over the past 3 years, approximately 243 parents have completed SSC trainings in Georgia, Tennessee, and Mississippi. Preliminary findings from our pilot study indicate a significant difference between participating parents' pre- ($M=5.3$) and post-scores ($M=50.0$) for understanding the critical needs of socially and emotionally healthy children* ($p=0.06$).

In support of the Atlanta Housing Authority's University Homes Transformation Plan, SHLI will provide the following in-kind services for former residents of the University Homes housing development and current residents of the University Neighborhood in conjunction with a FY 2014/2015 CNI implementation grant:

- SHLI will reserve up to 18 slots per year for new participants in the SSC program for former residents of the University Homes public housing and 18 slots per year for new participants from the University Neighborhood, valued at \$1,500 per slot. Therefore, the total leveraged value over two years will be \$108,000 (36 slots/year x \$1,500 per slot x 2 years = \$108,000; \$54,000 for former University Homes public housing residents and \$54,000 for current University Neighborhood residents). This commitment is newly generated and is in direct support of the University Homes Transformation Plan.
- SHLI will commit at least 24 hours of professional staff (3 staff members) time for the 3-day SSC parent leadership training for 15 community facilitators (parent leaders) and parent mentors who are former (7) and current residents (8) of the University Neighborhood. The value of this service is equal to \$5,760 (\$40 dollars/hour x 24 hours x 3 staff members x 2 years). This commitment is newly generated and is in direct support of the University Homes Transformation Plan.
- Please note that SHLI has the funds to leverage in-kind support through December of 2016 due to the current funding of the SSC program.

The SHLI is excited to support this Transformation Plan with a total leveraged value of \$113,760 over the next two years of the Transformation Plan. We will work collaboratively with the Atlanta Housing Authority and its People Lead,, to ensure seamless coordination of service delivery as well as tracking and reporting of outcomes. We believe our support and commitment will directly impact the outcomes you seek for the People component and we look forward to working with you on this exciting endeavor.

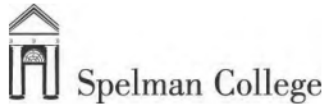
We wish you luck on your application.

Sincerely,

A handwritten signature in cursive script that reads "Cassandra Bolar".

Cassandra Bolar, PhD

SSC Project Director



OFFICE OF THE PRESIDENT
Phone: 404-270-5001
Fax: 404-270-5011

BEVERLY DANIEL TATUM, Ph.D.
President

January 26, 2015

Ms. Joy Fitzgerald
Interim President and Chief Executive Officer
Atlanta Housing Authority
230 John Wesley Dobbs Avenue, NE
Atlanta, GA 30303

Dear Joy:

As President, I am pleased to submit this letter documenting the fiscal and in-kind commitments Spelman College has generated in support of the implementation of the Atlanta Housing Authority's University Choice Neighborhood Transformation Plan, and the submission of the Choice Neighborhoods Implementation Grant application to the U.S. Department of Housing and Urban Development.

Founded in 1881 as the Atlanta Baptist Female Seminary, we became Spelman College in 1924. Now a global leader in the education of women of African descent, Spelman College is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools. Our student body comprises more than 2,100 students from 41 states and 15 foreign countries. Spelman College empowers women to engage the many cultures of the world and inspires a commitment to positive social change through service. We are dedicated to academic excellence in the liberal arts and sciences and the intellectual, creative, ethical and leadership development of our students.

Our historic 32-acre campus is part of the vibrant scholarly community known as the Atlanta University Center Consortium (AUCC), composed of Spelman College, Morehouse College, Morehouse School of Medicine, and Clark Atlanta University. All four institutions sit in close proximity to neighborhoods that lack the resources to live up to their innate potential. We have a shared understanding that our institutions and our surrounding community must grow together. At Spelman College, we are committing our considerable human and intellectual resources to the development of a "greener," more livable and secure environment.

As part of our ongoing commitment to service and the community, below is a description of the College's various initiatives within the transformation area, along with our cash and in-kind investments in support of implementation:

I. Public Safety Commitment

In 2014, the four AUCC schools collectively pledged \$300,000 toward the purchase of 29 video surveillance cameras/license plate readers to be installed at strategic locations in the area surrounding the schools. Spelman will contribute \$75,000 toward the purchase of the cameras.

The cameras will be managed and monitored by Atlanta Police Department as part of a city-wide video surveillance/public safety initiative. The expected completion date is July, 2015.

II. Educational Commitment – New Commitment in the Transformation Area

In January 2011 Spelman College launched Project Impact. This is a student-focused service initiative designed to connect Spelman students as Engaged Scholars in the neighborhoods around the campus. The purpose of Project Impact is to engage Spelman students in programs that will measurably improve the community in which it is located. The related projects focus on a range of community interests which have been identified in the Spelman College Strategic Plan, including education, environmental sustainability, health & wellness, and economic development. Through Project Impact, Spelman College students volunteer at several schools and youth development centers in the Choice Neighborhood Community including: Mary McLeod Bethune Elementary School, M. Agnes Jones Elementary School, KIPP Strive Academy and Raising Expectations, a youth mentoring and tutoring program.

III. Student Volunteers/Interns - Existing Commitment in the Transformation Area

In addition to classroom tutoring, mentoring relationships and assisting teachers in preparing lesson materials and supporting small group instruction in the schools and programs named above, Spelman students have also designed and implemented academic enrichment programs in Choice Neighborhood schools to support student achievement in the areas of science and math:

FunLab, Inc. is designed to support the development of science excellence in students from M. Agnes Jones Elementary School and KIPP Strive Academy. The mission of FunLab is to teach basic scientific concepts through engaging laboratory experiments. Spelman students use their creativity to share the excitement of discovery through FunLab experiments that engage elementary school students in scientific exploration. FunLab is built on the belief that all young people should have enjoyable learning experiences with science.

MASTERS is an after-school math enrichment program designed to answer the question too many students ask about math – “when am I ever going to use this outside of school?” The MASTERS program gives elementary age students the opportunity to engage in experiential math lessons. Through the MASTERS program Spelman College students visit M. Agnes Jones Elementary School and KIPP Strive Academy weekly. During their visits they work with participants to complete engaging projects that incorporate basic math ‘beyond the book’. By working with the hands-on activities and interacting with their “big sisters” from Spelman College, the younger students learn why math matters outside of school and also that math can be fun.

Through Project Impact Spelman College students will support the development of a quality cradle-to-career educational pipeline in the Choice Neighborhood area. Over the next five years 60 Spelman students, all recipients of the Bonner Scholarship (awarded for leadership in community service), will collectively serve 8,000 hours during each academic year at the following Choice Neighborhood schools and youth development program sites: Mary McLeod Bethune Elementary School, M. Agnes Jones Elementary School, KIPP Strive Academy, and Raising Expectations. This is a commitment of 40,000 volunteer hours from Spelman students over five years. According to the most recently posted value of volunteer hours by Independent

Sector https://www.independentsector.org/volunteer_time, this service to the Choice Neighborhood community has a dollar value of 22.25/hr. totaling \$890,000 over five years.

IV. Capital Investments (on campus and in neighborhood)

As part of the institution's master plan, Spelman has made a significant investment in campus facilities and new construction totaling \$90.6 million. Historic preservation, expanding green space and sustainable buildings have been the central focus of these efforts. In 2005, Spelman purchased adjacent land and property for \$5.7 million, making it possible for the College to develop the west side of its campus, which now houses a 350-bed LEED-certified (Silver) residence hall known as The Suites, and an adjacent campus amphitheater representing a \$43 million investment. This new building (opened in 2008) includes meeting rooms on the first floor level that are often used to convene community groups on campus. For example, the CommUniversity outreach programs of the Atlanta University Center Consortium are held on the campus of Spelman College.

The college now has under construction an \$18 million Wellness Center (Read Hall), environmentally designed to obtain LEED-certification at the Silver level or higher. Construction will be completed in June 2015. One of the exciting features of the Wellness Center will be a demonstration kitchen, in which we will provide educational programming open to the surrounding community on nutrition and healthy food preparation.

Award-winning historic renovations in the last decade include Sisters Chapel (\$8 million) and Packard Hall (\$8 million), Rockefeller Hall (\$10 million), Bessie Strong Hall (\$6 million) and Laura Spelman Rockefeller Hall (\$9.9 million), a LEED-certified (Gold) project, and \$25 million work for underground maintenance of our utility infrastructure. The Campus Master Plan details additional capital investments that will enrich the learning environment for students in the future, and will enhance the surrounding community through the development of additional adjacent land owned by the College. The total cost of these capital improvements is anticipated to be \$40 million over an estimated five- to seven-year period.

V. Total Leveraged Commitment

In total, the College will commit an investment of \$40 million in cash and close to \$1 million of in-kind support in the Choice Neighborhoods area over the next five years.

Thank you for the opportunity to be a part of a shared vision to create a vibrant and enriched transformation area through our collective efforts. This is truly an exciting time. Please don't hesitate to contact me at 404-270-5001 or my designee, Tomika DePriest, Assistant to the President for Strategic Initiatives at 404-260-5060 should you have questions or need additional assistance.

Sincerely,



Beverly Daniel Tatum, Ph.D.

January 25, 2015

Joy W. Fitzgerald
Interim President and Chief Executive Officer
Atlanta Housing Authority
230 John Wesley Dobbs Avenue, N.E.
Atlanta, GA 30303-2421

Dear Ms. ^{Joy}Fitzgerald:

United Way of Greater Atlanta (United Way) is pleased to serve as the Principal Education Partner for Atlanta Housing Authority's (AHA) 2014 Choice Neighborhoods (CN) Implementation grant proposal and subject University Choice Neighborhood Transformation Plan. As a co-applicant with Morehouse School of Medicine on an awarded 2010 Promise Neighborhoods Planning grant, we have been investing in the future of children and youth in the Choice Neighborhood area by building a pipeline of social, educational and health supports as the first phase of the Atlanta Promise Neighborhood (APN) implementation strategy. The APN implementation plan includes strategies that support cradle-to-career education pipeline and health and wellness programs for families with children. United Way and a broad coalition of education partners have been working to implement the cradle-to-career pipeline which provides early childhood development and out-of-school and summer educational programs for school-aged children's successful matriculation in school toward college and career. There is clear alignment between our efforts under Promise and the CN Plan; therefore, serving as the Principal Education Partner will ensure consistency in the coordination and delivery of our educational strategies in creating an enriched and impactful learning environment for the children. We have a strong working partnership with Atlanta Public Schools (APS) across United Way's funded programs and our collaborative efforts will support their new administration and strategic direction toward achieving greater academic outcomes for the children.

Role as Principal Education Partner

United Way will serve as the lead partner for education for the Choice Neighborhoods Implementation grant. United Way has long been committed to the neighborhoods in and around Atlanta's west side, supporting more than 50 programs and agencies in that area. We believe that strategic, targeted investments over time are essential to improving the outcomes for children and their families. While this letter documents our leverage commitment, United Way has a broad base of educational programs at its disposal provided through either funded services organizations or United Way staff. Incorporated in this letter as an exhibit is a description of United Way's cradle-to-career pipeline aligned with a number of these educational resources and programs. United Way will utilize this resource pool and work with AHA to make program adjustments, as needed, to ensure the ongoing educational needs of children and families are met.

In the capacity of Principal Education Partner, United Way will serve as a broker/facilitator of education resources to the target schools, students and families located in the University Choice Neighborhood as well as former residents of the University Homes public housing project. This work starts with managing the day-to-day United Way funded education activities in the University Choice Neighborhood. A corps of highly qualified professionals in United Way's education division will provide thought leadership and general oversight of all the United Way funded providers in the neighborhood to ensure the quality of educational offerings in the transformation area.

The United Way's V.P. for Education, who is a former area superintendent for a local public school system, leads United Way's education division comprised of 30 professionals who manage the full integration of Early Learning, K-12, and college to career funded activities. Specifically, this work includes providing programmatic and fiscal management, leadership development, teacher development and technical assistance toward attaining/maintaining state accreditation, and providing sustainability and capacity building resources to participating education providers.

Contingent on AHA's award of a CN Implementation Grant, CN funds will be used to pay for a CN Education Project Director to be managed by United Way and assigned at Roosevelt Hall at the revitalization site. The Project Director will be an accessible neighborhood resource to community residents, AHA's case management staff, United Way funded and AHA contracted service providers, and APN partners to facilitate education resource connections between families and providers. Additionally, through United Way's strong working relationship with the principals at the target neighborhood schools, both the Project Director and other United Way personnel will coordinate the successful implementation of United Way-sponsored after-school and summer enrichment programs.

United Way's Role as Principal Education Partner and partnership with AHA, APS, CN/APN partners, community residents and service providers is consistent with its mission statement which is "to engage all segments of our community to drive sustainable change in education, income, health and homelessness while continuing to address urgent and basic human care".

Leverage Commitment

To collectively support the education strategies and priorities of Atlanta Public Schools, neighborhood principals and the University Choice Neighborhood Transformation Plan, United Way is committing **\$3,139,700** in new leverage over the five year grant term for expanded education resources that support the APN cradle-to-career pipeline in the transformation area. Our commitment is to expand the following services:

- **Project Leadership** - United Way's Senior Director of Education and Community Engagement working at 0.25 FTE (in-kind) will oversee project implementation, training and evaluation data on program outcomes and further engage partner organizations. United Way will also provide three staff lead support roles as in-kind contribution to the grant at .25 FTE to oversee coordination and support services across its other impact areas, including health, income, and homelessness, and provide oversight and thought leadership.

The total leverage value for Project Leadership is \$639,500 for five years (based on combined annual salaries/fringe of four positions \$511,600 at .25 times 5 years)

- **Quality Improvements – Training and Technical Assistance** - To support the quality improvement efforts of home-based child care, child care centers, preschools, and other early learning programs in the University Choice Neighborhood, United Way will provide training and technical assistance to providers working toward statewide Quality Rated, Georgia's Quality Rating and Improvement System. This training and technical assistance is designed to help unlicensed providers become licensed family childcare providers. This is significant because these 'unregistered' underground providers typically charge little or nothing for the care they provide. Furthermore, these centers not only provide care, but also provide employment opportunities for individuals. We have a strong track record

in this program. For example, in the past year alone, we offered 20 bi-monthly training programs and we assisted 13 early care providers and learning centers across the City, and homes achieve Quality Rated status and another 10 centers achieve compliance with licensing requirements. For the CNI effort, we will target an additional 20 neighborhood-based centers per year during the five year grant period to help them achieve Quality Rated status with the State Department of Early Care and Learning.

The total leverage value for the Quality Improvements Training and Technical Assistance is \$750,000 for five years (based on assisting 20 sites per year at an average cost of \$7,500/site times 5 years)

- **Summer Enrichment Programs – Keeping Pace and Emory University Challenge and Champions** – United Way will establish this summer program strategy, which is intended to support middle school transition, high school graduation and post-secondary success, i.e., securing a two or four year degree or credential of value as well as obtaining skills that will result in productive employment for program participants. This program will serve children attending Brown Middle School which is the primary feeder school for children in the University Choice Neighborhood area.

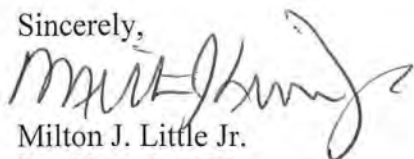
The total leverage value for the Summer Enrichment Programs is \$1,250,200 for five years (based on serving 140 children annually times \$1,786 per child 5 years)

- **Aspen Opportunity Youth Incentive Fund** – United Way serves as the backbone organization for the Atlanta Opportunity Youth (OY) Collaborative, funded by the Aspen Institute. This initiative brings stakeholders together from all sectors of the community to improve education and employment outcomes for opportunity youth. Operating out of Washington High School, this program provides advisement and counseling to youth for the successful transition from high school into college and career opportunities. Also, this program assists students in acquiring credentials and college credits while in high school. United Way will expand this initiative to serve additional children who reside in the University Choice neighborhood attending Washington High.

The total leverage value for Project Leadership is \$500,000 for five years (based on 80 youth per year times \$1,250 per participant 5 years)

Consistent with the Atlanta Promise Neighborhood philosophy and work, we believe that the Choice Neighborhood Transformation fortifies a unified approach to engage parents, educators, partners and stakeholders toward creating an environment where children have access to top-notch schools and sound support systems. We will work with AHA to ensure seamless coordination of service delivery as well as tracking and reporting of outcomes. Collectively, this will prepare Atlanta's most vulnerable children to succeed in school and successfully transition to college and career. We are honored to be a member of this partnership and we wish you success on your grant.

Sincerely,



Milton J. Little Jr.
President & CEO

EXHIBIT

Early Childhood Development	Elementary/Middle Schools	High School/ College & Career
<p>Childcare Subsidies Support: Child care subsidies or scholarships directly support the financial cost of care and ensure that low-income children (and their families) have access to and consistent participation in high-quality child care programs.</p>	<p>Parent Leadership: Parent Leadership exposes parents to a variety of topics and is designed to increase their confidence as parents and empower them to be leaders among their peers parents. Sub-strategies include encouraging parents to advocate on behalf of their children; urging them to take on leadership roles in the school and community; asking them to assist with hub programs and activities; and providing the opportunity for them to attend conferences and trainings.</p>	<p>Aspen Opportunity Youth Incentive Fund: The Atlanta Opportunity Youth Incentive Fund (Aspen Institute Grant) will focus on a cohort of youth, ages 16 to 24, with or without a high school credential, that are neither enrolled in school nor participating in job training and work experiences. This target cohort was formed by analyzing data about young people in one of our region's highest-risk neighborhood that contain one of metro Atlanta's lowest performing high schools and include other socio-economic conditions that indicate a high number of young people who are unattached to education and workforce systems. (Washington: Atlanta Public Schools). The program at Washington High School will provide an educational and career pathway for the African American Male Initiative.</p>
<p>Quality Improvements - Training & Technical Assistance: Supports quality improvement efforts of home-based child care, child care centers, preschools, and other early learning programs by providing training and technical assistance to providers working toward statewide Quality Rated, Georgia's Quality Rating and Improvement System.</p>	<p>Transition Summer Academy- Elementary : Designed to enhance the reading comprehension, fluency and vocabulary skills of young children reading below grade level, the summer learning transition academy model is designed to provide rising kindergarteners through rising third graders with the reading and language skills needed to ensure school success.</p>	<p>STEAM Career Opportunity Seekers: A continuation of the middle school explores club. Both rigor and career relevance will continue to be built upon by honing basic through advanced STEAM lessons. Opportunities will be provided to work directly in a research facility on real world projects. Opportunities for professional development will be provided to teaching professionals in the home high school</p>
<p>Parents as Teachers (PAT): PAT is an internationally recognized strengths-based educational initiative designed to enhance child development and school achievement (children in Pre-k ages 3-5) focused on increasing parent knowledge and improving parenting practices, providing early detection of developmental delays and health issues, and increasing children's school readiness and success.</p>	<p>Middle School Explores Club: Is designed to combine academic and career development support through a highly relevant and rigorous program designed to support STEAM education. The program coordinates career STEAM mentors to reinforce connections to careers as well as allowing engagement opportunities with adults in a small group setting. Related benefits include opportunities to build technical competence of teaching professionals in STEAM fields.</p>	<p>Usher New Look: Usher's New Look program, established in 1999, is to certify young people in four leadership pillars – talent, education, career and service – in order to ensure their success as leaders throughout the world. Specifically, New Look's goal in Metro Atlanta's Powered by Service is to certify a total of 50 high school youth at Washington High School through the Powered By Service workshop in the Spring, Summer and Fall of 2015-16. Through a competitive application process, rising ninth grade students throughout Metro Atlanta who have completed the Local Leadership Certification are eligible to apply for acceptance to the Atlanta New Look Leadership Academy held at Emory University's Goizueta Business School. In addition, these youth participate in collaborative documentation and evaluation meetings, site visits and/or learning circles on an as needed basis. Students in our program representing the DeKalb cluster and the Atlanta Promise Neighborhoods participate in a CEO for A Day Job Shadowing Program in conjunction with partners Microsoft, Georgia</p>

Early Childhood Development	Elementary/Middle Schools	High School/ College & Career
<p>Kindercamps: Supports school transition from early learning to kindergarten. Process that prepares all partners – students, families, schools and communities - to develop knowledge, skills, and relationships that help students move from one educational setting to another.</p>	<p>Summer Enrichment Programs – Keeping Pace and Emory University Challenge and Champions: The summer program strategy is intended to support middle school transition, high school graduation and post-secondary success, i.e., securing a two or four year degree or credential of value as well as obtaining skills that will result in productive employment for program participants. The end result of the program being helping participants secure a successful life as defined by being able to support themselves and their families as well as being productive citizens. Summer enrichment programs for at-risk middle school youth who live in the Atlanta Promise Neighborhood.</p>	<p>Power, The Coca-Cola Company, and the Atlanta Marriot Marquis.</p>
<p>Childcare Subsidies Support: Child care subsidies or scholarships directly support the financial cost of care and ensure that low-income children (and their families) have access to and consistent participation in high-quality child care programs. It is highly recommended that allocated funding toward child care subsidies or scholarships be equally distributed across the age span from infants to five year olds.</p>		



**Urban League of
Greater Atlanta**

*Empowering Communities.
Changing Lives.*

January 21, 2015

Joy W. Fitzgerald
Interim President & Chief Executive Officer
Atlanta Housing Authority
230 John Wesley Dobbs Avenue, N.E.
Atlanta, Georgia 30303-2421

Re: Commitments in Support of Atlanta Housing Authority's Choice Neighborhood Initiative

Dear Ms. Fitzgerald:

I am writing to express the support and commitment of the Urban League of Greater Atlanta (ULGA) to partner with the Atlanta Housing Authority and other community stakeholders for the University Homes FY2014 Choice Neighborhoods Implementation (CNI) grant application and the associated CNI Transformation Plan. This CNI will transform the University Homes public housing site and the University Choice Neighborhood into a community that has direct access to quality affordable housing and supportive services required for residents to live a quality life and embark on a pathway to economic self-reliance.

The Urban League of Greater Atlanta (ULGA) has been all about economic empowerment and transforming the lives of youth, adults and families since we opened our doors more than 94 years ago, as part of a broader, National Urban League network of 98 historic civil rights organizations throughout the United States—all dedicated to fostering economic empowerment in order to elevate the standard of living in historically underserved urban communities. Our mission is to enable and empower African Americans and others to achieve their highest human potential and secure economic self-reliance, parity, power and civil rights. To accomplish our mission, the League focuses on six key tenets of economic empowerment:

1. Education and Job Skills Training
2. Employment, Careers and Entrepreneurship
3. Affordable Housing and Homeownership
4. Financial Literacy and Wealth Creation
5. Youth Empowerment
6. Civic Engagement and Leadership

Through all of our service platforms, the ULGA serves approximately 3,000 youth, adults and families each year. The primary focus of our work is supporting youth and adults to gain the skills and access to employment and career opportunities necessary to earn a living wage and move up the economic ladder to the middle class. ULGA partners with educational institutions and employers in various traditional and high demand high growth industries to bridge the gap between talent and employment ready ULGA job seekers and employers with employment and career opportunities in both the public and private sectors. During the 2013-14 fiscal year,

ULGA trained and employed a combination of **949 youth and adult job and credential seekers** who improved their secondary and post-secondary credential attainment, job readiness, access to employment opportunities and placement in an economic climate where most have been long-term unemployed. Highlights of the ULGA 2013-14 accomplishments and outcomes for these participants are as follows:

Service/Outcome	Step Up to Work/Computer Skills Training	UYEP/ Neighborhood College	Project Ready/Project Wellness	New Beginnings	Occupational Skills: H1B System Architect	Totals
Job Readiness & Career Development Training Participants	404/202	169	64	43	53	947
Entered Talent Bank	197	106	N/A	43	53	399
Job Placement/Rate	137/69%	74/70%	N/A	32/74%	51/96%	294
Employment Retention Rate	104/76%	64/86%	NA	22/69%	47/92%	237/81%
Numeracy & Literacy Enrollment/Gains	N/A	104/80/77%	N/A	N/A	N/A	104/80/77%
Secondary and Post-Secondary Enrollment/Credential Attainment	N/A	78/19/24%	23/23/100%*	N/A	53/51/96%	154/93/60%
*Represents # of High School Seniors that graduated on time via Project Ready						

ULGA CNI Committed Leveraged Support

In support of the University Choice Neighborhood Initiative, the ULGA will be able to leverage and provide the following in-kind services for former residents of University Homes and current residents of the University Choice Neighborhood in conjunction with the CNI implementation five year grant.

YouthBuild – As a first time recipient of the U.S. Department of Labor YouthBuild Grant in 2014, ULGA is pleased to commit **20 slots for the YouthBuild program** to individuals residing in the University CNI boundaries over the remaining grant cycle that ends June 30, 2017. YouthBuild is a perfect platform to support out of school unemployed youth between the ages of 16 and 24 who have dropped out of high school and currently reside or previously resided in the CNI service area (as long as they currently reside in Fulton County) to gain industry recognized credentials and move toward economic self-sufficiency. Youth may have had contact with the criminal justice system and be eligible for YouthBuild.

If an applicant meets the eligibility requirements and successfully completes a YouthBuild Boot Camp, he/she will officially be enrolled in the YouthBuild for a minimum program cycle of ten (10) months. Each participant will have the opportunity to earn a high school diploma or GED; obtain an industry recognized Construction

Worker Certificate; and receive employment placement assistance. Additionally, ULGA YouthBuild participants will build and/or renovate one housing unit per program cycle and gain valuable leadership development, mentoring and life skills. The ULGA YouthBuild program is currently in the process of recruiting our first cohort of 32 participants and the program will serve 64 participants over the life cycle of the grant.

New Commitment:

- In support of the Transformation Plan, *ULGA* will allocate 20 (10 per year for two years) YouthBuild participant slots for eligible former University Homes public housing residents and current University Neighborhood residents over the first two years of the five year CNI grant period. We anticipate that five of the 20 slots will be utilized by former University Homes residents that the Atlanta Housing Authority will refer to us. Each slot is valued at ***\$17,187.50 per enrollment/completer***. Therefore the total leveraged value is \$17,187.50 times 20 YouthBuild slots for a **total two-year value of \$343,750**.

Neighborhood College – The Neighborhood College Program, funded by the U.S. Department of Labor’s High Poverty/ High Youth Offender (HPHC) Grant, supports youth and young adults ages 15 - 21 years who are connected to the juvenile justice system to complete their secondary and post-secondary education through academic enrichment activities, counseling, career exploration, leadership and social development, employment and on-going support with the ultimate goal of decreasing the high school dropout rate, commission of crimes and the rate of recidivism found among these population groups.

Existing Commitment:

- *ULGA* currently serves 13 University Choice Neighborhood residents in our *Neighborhood College Program* and will continue to serve these youth for the first 9 months of the first year of the CNI grant period. Each slot is valued at \$1,500 annually. Accordingly, the total leveraged value is \$1,500 times 13 current participants divided by 12 months times 9 months for a total **leveraged value of \$14,625** for neighborhood residents in Year 1 of the CNI grant cycle.

New Commitment:

- In support of the Transformation Plan, *ULGA* will provide **4 new slots** in this program for former University Homes public housing residents (if they currently live in a DOL eligible zip code) and **4 new slots** for neighborhood residents for the Neighborhood College Program for a **total of 8 new slots** for the first 9 months of the first year of the CNI grant period. Each slot is valued at \$1,500 annually. Accordingly, the total leveraged value is eight slots times \$1,500 divided by 12 times 9 months for a **total leveraged value of \$9,000**. This commitment is newly generated and is in direct support of the Transformation Plan.

Step Up to Work – *ULGA*’s platform for job placement services for the unemployed and underemployed (many participants are long-term unemployed) is designed to assist adults to develop/sharpen job readiness skills and obtain employment. The program also offers career exploration and development to support individuals with limited occupational skills the opportunity to embark on a career pathway that will support financial self-sufficiency and economic self-reliance.

New Commitment:

- In support of the Transformation Plan, *ULGA* will provide **60** slots annually in this program for former University Homes public housing residents and **60** slots annually for neighborhood residents in our **Step Up to Work Program** for the five years of the CNI grant period. Each slot is valued at \$1,916 annually. Accordingly, the total leveraged value is 120 slots times \$1,916 per participant for an **annual**

total leveraged value of \$229,920 for each of the five years of the grant cycle for total leverage for the five year period of \$1,149,600. This commitment is newly generated and is in direct support of the Transformation Plan.

New Beginnings Adult Reentry Program – The ULGA Project Safe Neighborhoods (PSN) New Beginnings Program is a place-based adult re-entry initiative focused on the English Avenue/Vine City Communities that is funded by a coalition of public and private sector partners including the US Attorney’s Office, the Criminal Justice Coordinating Council, United Way and Union Bank Foundation. New Beginnings focuses on supporting adults with legal backgrounds to become self-confident, self-sufficient, job ready, choose career pathways in high demand fields, earn secondary and post-secondary credentials and secure sustainable employment via a positive and enriched environment for adults who live in the Vine City community who are current residents.

New Commitment:

- ULGA projects serving a total of 60 adult participants with criminal backgrounds over the 15 months remaining in the CJCC PSN grant cycle from the University Choice Neighborhood. The total cost of the program is \$230,000 with a **cost per participant of \$1,916.48 for a 15-month service cycle.** Accordingly, the total leveraged value of the program for the 60 participants is 60 times \$1,916.48 or **\$114 988.80 for the 15 month service cycle.**

Training 2 Work – The ULGA has been awarded a \$2,000,000 U.S. Department of Labor Training 2 Work Adult Reentry grant for 39 months to support 250 adults in transitional detention centers and on home confinement who are preparing for release within 6-9 months to earn secondary credentials, occupational skills credentials and secure employment. The program will also support the development of life and healthy living skills, job readiness, non-violence, manhood and womanhood principles and cognitive thinking skills. Partners include the Atlanta Technical College, Atlanta Workforce Development Agency, Governor’s Office on Transition, Support and Reentry, Georgia Department of Corrections and Federal Bureau of Prisons.

New Commitment:

- In support of the CNI Transformation Plan, *ULGA* will provide **75 slots** (25 per year) in this program for current University Choice Neighborhood residents or former University Homes public housing residents over the 3 years remaining on the grant cycle. Of the 25 to be served per year, we expect 50% will be former University Homes public housing residents and the remainder will be other neighborhood residents. The cost per participant is \$8,000 times 25 participants per year, times three years, for a **total leveraged cost for 75 slots of \$600,000.**

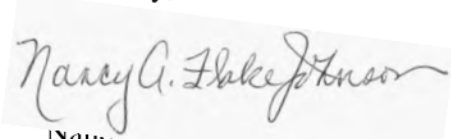
Summary of ULGA Projected Leveraged Costs

UGLA is excited to support AHA’s CNI with a total leveraged value of **\$2,231,963.80** over the five year CNI Transformation period, which includes \$14,625 in existing commitments and \$2,217,338 in new commitments. We will work collaboratively with the Atlanta Housing Authority to ensure seamless coordination of service delivery as well as tracking and reporting of outcomes. The breakdown of the ULGA leverage is as follows:

Program	Leverage Commitment
YouthBuild	\$ 343,750.00
Neighborhood College – Existing	\$ 14,625.00
Neighborhood College – New	\$ 9,000.00
Step Up to Work	\$1,149,600.00
New Beginnings PSN	\$ 114,988.80
Training to Work Adult Reentry	\$ 600,000.00
Total ULGA Leveraged Costs	\$2,231,963.80

Together, the CNI Collaborative will provide the affordable housing, vital supportive services and guidance the youth, adults and families in the CNI neighborhood need to achieve their highest human potential and have a second chance to pursue their dreams. The Urban League of Greater Atlanta is proud to be a member and we look forward to serving on the Atlanta Housing Authority Team.

Sincerely,



Nancy G. Flake Johnson
President/CEO

Attachment 12:
Eligible Neighborhoods Documentation-
Inadequate School Documentation

Applicant:
Atlanta Housing Authority

File Name:
AHAAtt12InadSch.pdf

CHOICE NEIGHBORHOODS

Inadequate Schools Form

Complete the following form, if necessary, in response to one of the criterion of the Eligible Neighborhoods threshold which pertains to Inadequate Schools (Section III.C.2 of the NOFA).

Lead Applicant: Atlanta Housing Authority

Name of Targeted Public and/or Assisted Housing Site(s):

University Homes

Name of School:

Brown Middle School, Booker T. Washington High School

In accordance with the Department of Education's definitions (included in Section I.C of the NOFA), the school named above is a:

X Low-performing school (Brown Middle School)

X Persistently lowest-achieving school (Booker T. Washington High School)

Indicate the school's relationship with the neighborhood:

X The school named above is located within the boundaries of the target neighborhood.
(Booker T. Washington High School)

X At least 20% of children from the target public and/or assisted housing attend the
school named above. (Brown Middle School)

You must provide evidence from the State Education Agency that the identified school meets the relevant definition. Acceptable documentation includes a letter of certification, report, or printout from the website listing with URL.



Dr. John D. Barge, State School Superintendent
"Making Education Work for All Georgians"

Georgia Department of Education FY15 Title I, Part A, 1003(a) School Improvement Grants

Source: Document found on GA Department of Education website, under the August State Board of Education Meeting on 8/21/2014 - Agenda Item B-2.
<https://eboard.eboardsolutions.com/Meetings/Attachment.aspx?S=1262&AID=555726&MID=33825>

	Name	Status	Title I Base	Supplement	Size Supplement (Priority/Non-SIG)	School Total	System Total
Atkinson County	Atkinson County Middle	Focus	\$33,000.00	\$30,000.00	\$0.00	\$63,000.00	\$63,000.00
Atlanta Public Schools	Benteen Elementary School	Alert	\$33,000.00	\$0.00	\$0.00	\$33,000.00	
Atlanta Public Schools	Brown Middle School	Alert	\$33,000.00	\$0.00	\$0.00	\$33,000.00	
Atlanta Public Schools	Coretta Scott King Young Women's Academy Middle School	Alert	\$33,000.00	\$0.00	\$0.00	\$33,000.00	
Atlanta Public Schools	Bunche Middle	Focus	\$33,000.00	\$30,000.00	\$0.00	\$63,000.00	
Atlanta Public Schools	Deerwood Academy	Focus	\$33,000.00	\$30,000.00	\$0.00	\$63,000.00	
Atlanta Public Schools	Grady High	Focus	\$33,000.00	\$30,000.00	\$0.00	\$63,000.00	
Atlanta Public Schools	Heritage Academy Elementary	Focus	\$33,000.00	\$30,000.00	\$0.00	\$63,000.00	
Atlanta Public Schools	King Middle	Focus	\$33,000.00	\$30,000.00	\$0.00	\$63,000.00	
Atlanta Public Schools	Miles Elementary / Intermediate	Focus	\$33,000.00	\$30,000.00	\$0.00	\$63,000.00	
Atlanta Public Schools	Price Middle	Focus	\$33,000.00	\$30,000.00	\$0.00	\$63,000.00	
Atlanta Public Schools	Booker T. Washington - Banking, Finance, and Investment Booker T. Washington - Health, Sciences, and Nutrition	Priority	\$33,000.00	\$45,000.00	\$30,000.00	\$108,000.00	
Atlanta Public Schools	Crim High	Priority	\$33,000.00	\$45,000.00	\$20,000.00	\$98,000.00	
Atlanta Public Schools	Douglass High	Priority/SIG 4	\$33,000.00	\$0.00	\$0.00	\$33,000.00	
Atlanta Public Schools	Forrest Hills Academy	Priority	\$33,000.00	\$45,000.00	\$20,000.00	\$98,000.00	
Atlanta Public Schools	Hillside Conant	Priority	\$33,000.00	\$45,000.00	\$0.00	\$78,000.00	
Atlanta Public Schools	Maynard H. Jackson, Jr. High	Priority	\$33,000.00	\$45,000.00	\$30,000.00	\$108,000.00	
Atlanta Public Schools	School of Health Sciences and Research at Carver	Priority	\$33,000.00	\$45,000.00	\$20,000.00	\$98,000.00	
Atlanta Public Schools	School of Technology at Carver	Priority	\$33,000.00	\$45,000.00	\$20,000.00	\$98,000.00	
Atlanta Public Schools	South Atlanta School of Computer Animation and Design	Priority	\$33,000.00	\$45,000.00	\$20,000.00	\$98,000.00	
Atlanta Public Schools	South Atlanta School of Health and Medical Science	Priority	\$33,000.00	\$45,000.00	\$20,000.00	\$98,000.00	
Atlanta Public Schools	Therrell School of Engineering, Math, and Science Therrell School of Health and Science Therrell School of Law, Government, and Public Policy	Priority	\$33,000.00	\$45,000.00	\$30,000.00	\$108,000.00	
Atlanta Public Schools	Humphries Elementary School	Alert	\$33,000.00	\$0.00	\$0.00	\$33,000.00	
Atlanta Public Schools	Peyton Forest Elementary School	Alert	\$33,000.00	\$0.00	\$0.00	\$33,000.00	
Atlanta Public Schools	Toomer Elementary School	Alert	\$33,000.00	\$0.00	\$0.00	\$33,000.00	



Home » Accountability & Auditing » Priority, Focus, and Alert Schools

Priority, Focus, and Alert Schools

Priority and Focus Schools

As a part of Georgia's waiver from the Elementary and Secondary Education Act (ESEA), GaDOE created a one-time designation of Priority and Focus Schools that would receive intensive state support for the next three years. The Priority designation focused on the performance of all students in a school, whereas the Focus designation emphasized within-school achievement gaps between subgroups. Only Title I schools could receive either designation, and it will last for three years. Per US ED guidelines, the GaDOE named 5% of Title I schools as Priority and 10% of Title I schools as Focus.

Using the criteria below, GaDOE named 78 Priority Schools and 156 Focus Schools. The criteria for Priority and Focus Schools are described in the box below.

Priority and Focus Schools

Priority (must meet 1 of 3 criteria)

- The achievement of "all students" in 2010-11 is among the lowest 5% of Title I schools in Georgia, and the school did not make progress in aggregate achievement from the past year (2009-10),
- The graduation rate has been below 60% for the past two years,
- OR the school is receiving a federal School Improvement Grant (SIG).

Focus (must meet 1 or 2 criteria and not be identified as Priority)

- The graduation rate has been below 60% for the past two years,
- OR the school has the largest within-school achievement gap between highest- and lowest-achieving subgroups, or for high schools, the gap in graduation rates between subgroups.

Per US ED guidelines, non-Title I schools were not identified as Priority or Focus schools. As a result, the GaDOE created three categories of Alert Schools that will receive the same level of state support as Focus Schools for three years, but they do not have to be Title I schools. Unlike Priority and Focus Schools, which were named once, the state will identify Alert Schools each year.

Unlike Priority and Focus Schools, the US ED did not mandate the creation of Alert Schools.

The GaDOE released the first list of Alert Schools in May 2012. It includes 10 Graduation Alert Schools, 13 Subgroup Alert Schools, and 6 Subject Alert Schools.

Alert Schools		
Graduation Alert	Subgroup Alert	Subject Alert
High schools whose subgroup graduation rate falls three standard deviations or more below the statewide subgroup average.	Schools whose subgroup performance on any statewide assessment falls three standard deviations or more below the statewide subgroup average.	Schools whose subject area performance on any statewide assessment falls three standard deviations or more below the statewide subject area average.

State Support of Priority, Focus, and Alert Schools

Priority Schools receive more intensive GaDOE support than Focus Schools. First, districts must work collaboratively with the GaDOE to assess the leadership of the current principal. The GaDOE also recommends that the district hire an instructional coach to support teachers in the school. Some of the remaining requirements include participating in a GAPSS analysis of school performance and needs, developing a school improvement plan, providing additional learning time, attending mandatory GaDOE professional learning, facilitating collaborative planning among faculty, offering a Flexible Learning Program, and developing a plan for parent and community engagement. To support these interventions, the GaDOE has assigned a state school improvement specialist (SIS) to each Priority School.

Focus and Alert Schools must implement many of the same requirements as Priority Schools. However, the state does not assign a SIS to each school or require the district to review the current principal's performance. Instead, the state supports the district and provides professional learning for school-level staff.

Related Files

Attachment	Size
 List of Priority Schools	218.06 KB
 List of Focus Schools	249.48 KB
 List of Alert Schools	49.5 KB

[The Governor's Office of Student Achievement](#) | [Site Map](#) | [Accessibility](#) | [Privacy/Security](#)

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Attachment 56:
Supportive Services Sustainability

Applicant:
Atlanta Housing Authority

File Name:
AHAAtt56SupServSus.pdf

Attachment 56: Supportive Services Sustainability

OMB Approval No. 2577-0269

(exp. 1/31/2015)

List all funds or services that have been committed only to sustain your supportive services beyond the grant term. For each resource you list, you must provide a commitment document behind this attachment that meets the standards described the match and leveraging section of the NOFA. The amounts listed on this form must be consistent with the amounts listed on the Sources & Uses Attachment and the amounts in each resource commitment document.

Source of Resource	Dollar Value of Resource	Page # of Commitment Document	HUD Use Only Amount Approved
<u>Atlanta Housing Authority</u>	<u>\$ 150,000.00</u>	<u>2</u>	<u>\$</u>
<u>Atlanta Workforce Development</u>	<u>10,340,725.00</u>	<u>3</u>	
<u>Westside Future Fund</u>	<u>0.00</u>	<u>6</u>	
<u></u>	<u></u>	<u></u>	
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Page Total	<u>\$ 10,490,725.00</u>		<u>\$ 0.00</u>

Page ____ of ____



February 4, 2015

Jemine A. Bryon
Acting Assistant Secretary
Office of Public Housing Investments
Department of Housing and Urban Development
451 Seventh Street, SW, Room 4130
Washington, DC 20410-5000

Dear Ms. Bryon:

The Atlanta Housing Authority (AHA) commits to provide \$150,000 of Moving to Work (MTW) funds toward sustaining Choice Neighborhood Initiative (CNI) supportive services programs and activities beyond the grant period. The CNI Transformation Plan provides AHA with an opportunity to expand our investment in the human capital development of the 1,022 AHA clients living in the CNI neighborhood now, as well as the 203 former University Homes families that we continue to serve.

In addition, we will continue our successful partnerships with supportive services providers, many of whom are currently serving neighborhood residents and were doing so long before the Choice Neighborhood grant application such as the Harland Boys & Girls Clubs, Family Health Centers of Georgia and Families First. We will also collaborate with our partners to develop a written sustainability plan that will guide our collective efforts during and beyond the grant period.

Should you have questions or want additional information, please feel free to contact me at 404-685-4377.

Sincerely,

Joy W. Fitzgerald
Interim President and Chief Executive Officer



Kasim Reed
Mayor

CITY OF ATLANTA
WORKFORCE DEVELOPMENT AGENCY
818 Pollard Boulevard, SW ♦ Atlanta, GA 30315
(404) 546-3000

Michael T. Sterling
Executive Director

January 29, 2015

Joy W. Fitzgerald
Interim President and CEO
Atlanta Housing Authority
230 John Wesley Dobbs Avenue, N.E.
Atlanta, GA 30303

Dear Ms. Fitzgerald:

The Atlanta Workforce Development Agency (AWDA) is excited to partner with the Atlanta Housing Authority (AHA) on its Choice Neighborhoods Implementation (CNI) grant proposal.

ORGANIZATIONAL BACKGROUND

The AWDA serves as the workforce system for the City of Atlanta. For more than four decades, AWDA has provided work readiness and job placement services for many of the city's most in-need residents. Our mission is to provide job seekers with resources to attain sustainable employment and to collaborate with business leaders for the recruitment and development of their labor needs. AWDA serves youth, adult, and dislocated workers (laid off, returning veterans, homemakers re-entering the workforce, and more). AWDA offers resources that provide comprehensive training, education and supportive services to assist customers in preparing, finding, and gaining employment. Our services include training and preparedness for high-growth career fields; GED preparation and assistance; vocational rehabilitation services; resume writing labs, interview training and on-site interview opportunities; computer skills development; career plans and placement; on-site childcare; clothes closet and a full service cafeteria.

In addition to hundreds of training providers, we work with technical colleges that are able to provide certificate programs, as well as two-and four-year degrees for eligible customers. The AWDA has a strong partnership with metro Atlanta's area technical colleges and we provide vouchers that cover the full cost of tuition as well as books and other tools for eligible customers to attain their associate degrees in various targeted technical fields.

In August of 2014, with the assistance of workforce industry consultants, AWDA completed an analysis of growing industries in the Atlanta region where there are labor needs. AWDA has begun to focus on preparing job seeker customers for dedicated career paths where there is an opportunity for upward mobility in these growing industries. Accordingly, AWDA is targeting the following high growth industries in the Atlanta region: Aerospace, Agribusiness, Applied Computational Processing/Engineering, Construction, Digital Arts/New Media, Energy, Healthcare, Logistics/Transportation, Manufacturing, Professional & Management Services, Software Development, Specialized Business Support Services, Telecommunications and Tourism.

NEW COMPREHENSIVE WORKFORCE COLLABORATION

As Atlanta's workforce development system, AWDA is prepared to establish a new collaborative partnership with AIIA for the implementation of the workforce development component of its CNI Transformation Plan. As part of this commitment, we will focus on providing services through the following sites: our corporate office in downtown Atlanta, our partnership with the Westside Works facility, and through our AWDA mobile career center equipped with computers, fax, machines, and printers to assist customers throughout the Choice Neighborhoods who do not have access to transportation.

Work Experience

Atlanta Workforce Development Agency (AWDA) offers work experience as an intensive service activity for eligible adults, dislocated workers, and in-school and out-of-school youth between the ages of 14-21 (the recently passed federal law, the Workforce Innovation and Opportunity Act ("WIOA"), increases the eligible youth age to 24 after July 1, 2015). Work experience activities are based on a career advisors' assessment that identifies any gaps in a job seekers' current occupation skills; identifies any barriers to employment (education-diploma/GED, basic math/reading skills); recommends work experience for the Individual Employment Plan (IEP) for the adult and dislocated worker or Individual Service Strategy (ISS) for youth; and/or recognizes a need for work readiness (soft skills). The work experience activity is an AWDA subsidized employment plan that provides a structured workforce learning experience in a public, private, for-profit or non-profit workplace for a period of up to 17 weeks, with the expected outcome of unsubsidized permanent employment.

New commitment: We project that we will serve 125 residents annually, 25 of whom will be former University Homes' residents and 100 will be CN neighborhood residents. The cost to enroll and graduate each person in this program is \$12,516. Therefore, the leverage commitment is 125 participants per year X \$12,516 = \$1,564,500, for a total five year commitment of \$7,822,500.

Individual Training Accounts (ITA)

Individual Training Accounts (ITAs) provide funding for eligible adults, dislocated workers, and youth (ages 18 and older; also identified as adults) who are seeking occupational skills training and employment in high-demand industries or career sectors. Individuals seeking an ITA must select a training provider from the State of Georgia's Eligible Training Provider Listing (ETPL), and complete an Individual Employment Plan (IEP). Training providers include Georgia technical college system which allows eligible participants to graduate with a certificate or a college degree.

An ITA voucher is awarded to an eligible customer for a period of up to two years based on the career advisors' assessment that has identified a gap in the job seekers' current occupational skills, the IEP, and if the training is necessary for the customer to become gainfully employed or re-employed. The ITA voucher is issued in amounts up to \$5,000 for the first year of training, and up to \$3,000 for the second year if the training is scheduled to exceed one year. The amount of time and funding can be exceeded on a case-by-case basis.

New commitment: We project that we will serve 40 residents annually, 5 of whom will be former University Homes residents and 35 will be neighborhood residents. The cost to enroll and graduate each person in this program is \$8,000. Therefore, the leverage commitment is 40 participants per year X \$8,000 = \$320,000, for a total five year commitment of \$1,600,000.

Career Services – Work Readiness

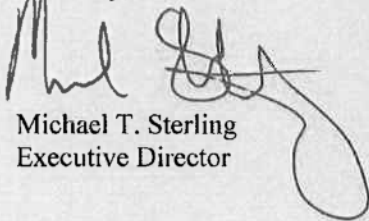
AWDA offers work readiness or employability/soft skills training as a necessary requirement for both adult and youth who are seeking employment and possess little-to-no work histories, or the dislocated "laid-off" worker in need of training for re-employment. The work readiness/employability soft skills

training addresses work habits, communication skills (oral/written), enthusiasm and attitude, teamwork, punctuality/time management, networking, critical thinking and problem solving, ethics/self-discipline, and professionalism.

New commitment: We project that we will serve 165 residents annually, 50 of whom will be former University Homes' residents and 115 will be neighborhood residents. The cost to enroll and graduate each person in this program is \$1,113. Therefore, the leverage commitment is 165 per year X \$1,113 = \$183,645, for a total five year commitment of \$918,225.

Across these three programs, AWDA is committing \$10,340,725 in new, in-kind resources over the grant term to assist targeted households. We are excited to partner with AHA to improve workforce outcomes for Atlanta families. We are committed to continuing to provide workforce development services at an annual level of investment of \$2,068,145 for at least 5 years beyond the CNI grant period, as this is one of our targeted communities. If there are any further questions about the AWDA commitment, please do not hesitate to contact me. We look forward to our continued collaboration on the revitalization of west Atlanta.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Michael T. Sterling', with a large, stylized flourish extending from the bottom right of the signature.

Michael T. Sterling
Executive Director



WESTSIDE

— FUTURE FUND —

February 7, 2015

Ms. Joy Fitzgerald
Interim President and CEO
Atlanta Housing Authority
230 John Wesley Dobbs Avenue
Atlanta, GA 30303

RE: AHA's FY2014 Choice Neighborhoods Implementation Grant Application

Dear Ms. Fitzgerald,

On behalf of the Westside Future Fund (WFF), this letter is to formally convey the strong support of the WFF for the Atlanta Housing Authority's (AHA) Choice Neighborhood implementation fund application targeting Vice City, Ashview Heights and the Atlanta University Center (AUC) neighborhoods.

Attached please find the board members/officers of the WFF. February 6, 2015 was the inaugural meeting of the Board. Among our first orders of business was a briefing on the Choice Neighborhood application by the Board Chair of AHA, Dan Halpern, who is also on the Board of the WFF.

The WFF developed out of a recommendation and support from Mayor Reed and the Atlanta Committee for Progress (ACP). The ACP, of which I am a member, includes as members Atlanta's top business CEOs and university presidents that work collaboratively and closely with the Mayor. Founded in 2003, the mission of the ACP is to provide leadership on selected issues important to economic development in the City of Atlanta by working collaborative and intentionally with the mayor. In the fall of 2013, Mayor Reed requested the ACP support as one of its highest priorities his leadership to revitalize the long distressed neighborhoods of English Avenue, Vine City, AUC, and Ashview Heights. This was also done with the full support of the Arthur M. Blank Family Foundation. After best practice due diligence and the support of Mayor Reed, the ACP formally supported the creation of the Westside Future Fund. I am pleased and honored that I was asked by the Mayor to serve as its Chair. The PulteGroup, of which I am Chairman and CEO, only two years ago announced its HQ reallocation from Detroit to the City of Atlanta.

The WFF, which has been incorporated as a 501(c)(3), is intended to have a board that will provide the long-term leadership to ensure that we fundamentally change the lives of current and future residents in the targeted neighborhoods. A primary purpose will be to help align and coordinate efforts across the targeted neighborhoods. Among other strategies, we will raise and deploy catalytic philanthropic investments to accelerate transformation and revitalization.

One of the best practice models for the WFF is the Eastlake Foundation, which is also considered a national model of revitalization effort by the U.S. Department of Housing and Urban Development. Another learning was from another organization the sponsored by the ACP, the Atlanta BeltLine Partnership. Since its creation a little less than 10 years ago, this organization has raised over \$40 million in philanthropic capital to help accelerate development of the Atlanta Beltline. Just last year, responding to the call of Mayor Reed, the Beltline Partnership worked with the ACP to raise \$10 million for the private sector match of a \$18 federal TIGER grant award won by Mayor Reed on behalf of the Atlanta BeltLine from the U.S. Transportation Department. This funding will enable



WESTSIDE

— FUTURE FUND —

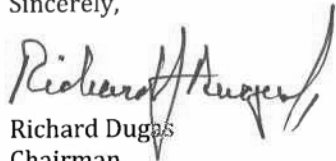
construction of a 3.2-mile trail on Atlanta's Southwest quadrant. This new trail runs along the boundary of Ashview Heights and will add significant momentum.

Led by Mayor Reed in partnership with Arthur M. Blank, we strongly believe, as do the top leaders of Atlanta corporate, university and philanthropic community, that now is the time for a cross-sector coordinated investment strategy to turn the tide of disinvestment in these prime neighborhoods just west of downtown and the new \$1.4 billion Atlanta Falcons stadium. The Westside TAD and the Arthur M. Blank Family Foundation have 'primed the pump' with a variety of physical improvements and human capital initiatives that are beginning to show measurable positive results.

WFF is intended to be here for at least the next 15 to 20 years. We know that change of this magnitude requires a long-term commitment. We intend to go long and hard. Based on best-practice learning, the WFF will focus early on accelerating education attainments results, help to remove blighted and dilapidated properties that are havens for crime, and ensure robust community engagement and ownership.

We are fully committed working with AHA, its partners and the community to coordinate our initiatives and investments to ensure the impactful outcomes deserving of this important historic community and gateway to downtown Atlanta.

Sincerely,



Richard Dugas
Chairman
Westside Future Fund

Board Members



Richard Dugas

Chairman, Westside Future Fund
Chairman, President & CEO, PulteGroup, Inc.

Michael Julian Bond

Atlanta City Council, Post 1 At-Large

Doug Hertz

President, United Distributors

William Taggart

Retired President & CEO, Atlanta Life
Financial Group

Ivory Lee Young, Jr.

Atlanta City Council, District 3

Lee Adrean

Retired CFO, Equifax

Peter Aman

Partner, Bain & Co

Dan Halpern

President & CEO, Jackmont Hospitality

Penny McPhee

President, Arthur M. Blank Family
Foundation

Dr. Beverly Tatum

President, Spelman College

Attachment 55:
Housing Leverage Documentation

Applicant:
Atlanta Housing Authority

File Name:
AHAAtt55HsgLev.pdf

Attachment 55: *Housing Development Resources*

List all funds that will be used for Housing Development only. For each resource you list, you must provide a commitment document behind this Attachment that meets the standards described in the match and leveraging section of the NOFA. The amounts listed on this form must be consistent with the amounts listed on the Sources & Uses Attachment and the amounts in each resource commitment document.

Source of Housing Development Resource	Dollar Value of Resource	Page # of Commitment Document	HUD Use Only Amount Approved
Integral Letter - Deferred Developer Fees	\$ 408,857.00	2	\$
Integral Letter - LIHTC Equity - Oasis at Scholars Landing (Partnership Agreement)	9,194,360.00	3	
DCA Allocation - 9% Tax Credits for Oasis at Scholars Landing		18	
Home Depot Grant - Oasis at Scholars Landing	450,000.00	27	
Invest Atlanta - Letter of Bonds Allocations - Ashley Scholars Landing I & II		39	
DCA Reservation - 4% Tax Credits - Ashley Scholar Landing I (Block B&H)		51	
Enterprise - Tax Credit Equity - Ashley Scholar Landing I (Block B&H)	5,005,195.00	54	
Bellwether - Debt - Ashley Scholars Landing I (Block B&H)	6,200,000.00	56	
DCA Reservation - 4% Tax Credits - Ashley Scholar Landing II (Block E)		59	
Enterprise - Tax Credit Equity - Ashley Scholar Landing II (Block E)	9,672,855.00	62	
Bellwether - Debt - Ashley Scholar Landing II (Block E)	8,950,000.00	64	
Atlanta Emerging Markets, Inc. (NMTC)		67	
Fifth Third CDC - New Market Tax Credits - Block B Retail and Roosevelt	8,000,000.00	68	
Homeownership Construction Loan	7,000,000.00	70	
Homeownership Developer Equity	1,000,000.00	72	
AHA Prog. Inc. for Public Imp. and Remedial Site Work	7,250,000.00	73	
Page Total	\$ 63,131,267.00		\$



January 28, 2014

Joy W. Fitzgerald
Interim President and Chief Executive Officer
Atlanta Housing Authority
230 John Wesley Dobbs Avenue
Atlanta, Georgia 30303

FY 2014 Choice Neighborhoods Implementation Grant Application

Dear Ms. Fitzgerald:

Integral is pleased to support AHA's application for a FY 2014 Choice Neighborhood Implementation Grant.


As you know, we closed on the financing for Oasis at Scholars Landing in December 2013. The financing included equity relating to the Federal and State Low Income Housing Tax Credits.

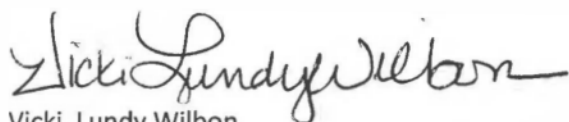
The Limited Partnership Agreement executed at closing is over 200 pages including exhibits. In the interest of brevity, I have attached the following excerpts from this document: (1) the cover page; (2) the section relating to capital contributions which include \$6,405,391 from the federal investor and \$2,788,969 from the state investor for a total of \$9,194,360, and (3) the signature pages.

This documents the commitment of a total of \$9,194,360 in tax credit equity for Oasis at Scholars Landing.

Integral is also providing \$408,857 in developer equity for this project through deferred developer fees.

Please feel free to call me at 404-224-1882 if you have any questions or need any additional information. I wish you success with your grant application.

Sincerely, 



Vicki Lundy Wilbon
President
Integral Development



January 28, 2014

Joy W. Fitzgerald
Interim President and Chief Executive Officer
Atlanta Housing Authority
230 John Wesley Dobbs Avenue
Atlanta, Georgia 30303

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Integral is pleased to support AHA's application for a FY 2014 Choice Neighborhood Implementation Grant.

As you know, we closed on the financing for Oasis at Scholars Landing in December 2013. The financing included equity relating to the Federal and State Low Income Housing Tax Credits.

The Limited Partnership Agreement executed at closing is over 200 pages including exhibits. In the interest of brevity, I have attached the following excerpts from this document: (1) the cover page; (2) the section relating to capital contributions which include \$6,405,391 from the federal investor and \$2,788,969 from the state investor for a total of \$9,194,360, and (3) the signature pages.

This documents the commitment of a total of \$9,194,360 in tax credit equity for Oasis at Scholars Landing.

Please feel free to call me at 404-224-1882 if you have any questions or need any additional information. I wish you success with your grant application.

Sincerely,


Vicki Lundy Wilbon
President
Integral Development

UH SENIOR PARTNERSHIP II, L.P.,
A GEORGIA LIMITED PARTNERSHIP

AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP

As of December 23, 2013

THE LIMITED PARTNERSHIP INTERESTS EVIDENCED BY THIS AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (THE "AGREEMENT") HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933 (THE "1933 ACT") OR PURSUANT TO APPLICABLE STATE SECURITIES LAWS ("BLUE SKY LAWS"). ACCORDINGLY, THE LIMITED PARTNERSHIP INTERESTS CANNOT BE RESOLD OR TRANSFERRED BY ANY PURCHASER THEREOF WITHOUT REGISTRATION OF THE SAME UNDER THE 1933 ACT AND THE BLUE SKY LAWS OF SUCH STATE(S) AS MAY BE APPLICABLE, EXCEPT IN A TRANSACTION WHICH IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND THE BLUE SKY LAWS OR WHICH IS OTHERWISE IN COMPLIANCE THEREWITH. IN ADDITION, THE SALE OR TRANSFER OF SUCH LIMITED PARTNERSHIP INTERESTS IS SUBJECT TO CERTAIN RESTRICTIONS SET FORTH IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RESTRICTIONS SET FORTH IN ARTICLE 8 HEREOF.

Article 5
CAPITAL CONTRIBUTIONS, BRIDGE LOAN, PARTNER LOANS

5.1 Capital Contributions.

(a) Scholars Landing GP and Special Limited Partner.

(i) Initial Capital Contributions. Scholars Landing GP has made a Capital Contribution to the Partnership of \$100.00. Scholars Landing GP represents that as of the date of this Agreement its Capital Account does not exceed \$100.00. Special Limited Partner has made a Capital Contribution to the Partnership of \$100.00. Special Limited Partner represents that as of the date of this Agreement its Capital Account does not exceed \$100.00.

(ii) Scholars Landing GP Special Capital Contribution. If the Partnership has not paid the Development Fee, including the Deferred Development Fee, in full by the first to occur of (A) December 31, 2029, (B) the date of liquidation of the Partnership, (C) the date of Conversion (other than a Conversion based solely on a Dilution Conversion Event), or (D) the date of removal of Scholars Landing GP from the Partnership (the "DDF Outside Date"), then on the DDF Outside Date Scholars Landing GP shall make a Capital Contribution equal to the amount of such outstanding Development Fee (the "Scholars Landing GP Special Capital Contribution"). The Partnership shall use the proceeds of Scholars Landing GP Special Capital Contribution to pay such outstanding Development Fee.

(b) AHF and State AHF. The aggregate Capital Contributions AHF shall make to the Partnership, subject to adjustment as provided in Section 5.1(c) of this Agreement is \$6,405,391.00. The aggregate Capital Contributions State AHF shall make to the Partnership, subject to adjustment as provided in Section 5.1(c) of this Agreement is \$2,788,969.00. Subject to the provisions of this Agreement, including, without limitation, the provisions of Sections 5.1(c) and 5.4 of this Agreement, AHF and State AHF shall be obligated to make Capital Contributions to the Partnership in installments, as follows:

(i) AHF and State AHF First Capital Contribution

(A) AHF shall make a AHF First Capital Contribution (the "AHF First Capital Contribution") in the amount of \$45,741.00. State AHF shall make a First Capital Contribution (the "State AHF First Capital Contribution") in the amount of \$19,259.00. The AHF First Capital Contribution and the State AHF First Capital Contribution shall be made after all of the following conditions have been met. (A) receipt of the legal opinion required pursuant to Section 5.5 of this Agreement, (B) receipt of the executed Guaranty, Scholars Landing GP Pledge, Developer Pledge, Ritter GP Cross Pledge, Ritter Developer Cross Pledge, Development Agreement and Incentive Partnership Management Agreement, and (C) Initial Closing.

(B) Notwithstanding anything to the contrary in Section 5.1(b)(i)(A), AHF and State AHF may, in their sole discretion, after satisfaction of all of the conditions set forth in Section 5.1(b)(i)(A) above, fund only that portion of the AHF First Capital Contribution and the State AHF First Capital Contribution equal to the amount required to pay actual Development Costs that have been incurred as of the date

all of the above conditions have been satisfied. Any portion of the AHF First Capital Contribution or the State AHF First Capital Contribution that is not funded due to the application of the preceding sentence will be held by AHF and/or State AHF and paid in one or more additional installments, not more frequently than monthly, in accordance with Section 5.2(a) of this Agreement, as and when actual Development Costs intended to be funded by the AHF First Capital Contribution and the State AHF First Capital Contribution are incurred.

(ii) AHF and State AHF Second Capital Contribution. After satisfaction of all of the conditions set forth below, receipt and confirmation by AHF of the items described below, and delivery by Scholars Landing GP to AHF of the Second Payment Certificate, but in no event earlier than April 1, 2016, AHF shall make the AHF Second Capital Contribution in the amount of \$6,289,984.00 and State AHF shall make a Second Capital Contribution (the "State AHF Second Capital Contribution") in the amount of \$2,739,376.00, subject to reduction and withholding as provided in Sections 5.1(c) and 5.4 of this Agreement:

(A) General Partner's Certificate. AHF and State AHF shall have received a certificate from the General Partner that the representations, warranties and covenants in Article 4 and Section 6.19 of this Agreement are true and accurate as of the date of the proposed AHF Second Capital Contribution and State AHF Second Capital Contribution and that the General Partner and the Partnership are not in default of any of their obligations hereunder and under the Project Documents as of the date of the proposed AHF Second Capital Contribution and State AHF Second Capital Contribution.

(B) Physical Inspection. A construction consultant selected by AHF shall have prepared a physical inspection report.

(C) Completion and Stabilization. Completion of the Apartment Complex and Stabilization shall have occurred.

(D) Title Policy. To the extent available from the jurisdiction in which the Apartment Complex is located, the Title Company shall have issued the following endorsements to the Owner's Title Policy: (1) an endorsement indicating that the Partnership owns leasehold title to the Land, (2) a "date down" endorsement extending the effective date of the Owner's Title Policy to the date of funding and showing no exceptions to the title other than the Permitted Exceptions, except as shall be acceptable to AHF; and (3) any other endorsements as may be required by AHF. If such endorsements are not available in the jurisdiction in which the Apartment Complex is located, AHF shall have received such confirmation of the matters described in items (1) and (2) above as AHF may reasonably require.

(E) "As-Built" Survey. AHF shall have received and approved an updated and recertified ALTA Survey meeting the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, including Items 1-4, 6 through 11, and 13-22 thereof, and such other matters as shall be satisfactory to AHF, dated no more than thirty (30) days prior to the date of funding

(F) "As-Built" Plans and Specifications. The General Partner shall have submitted to AHF a written document executed by the General Partner, the architect and the Contractor certifying that no material changes have been made to the approved "for-construction" Plans and Specs, except to the extent previously Consented to by AHF.

(G) Permits, Licenses and Certificates of Occupancy. AHF shall have received a copy of any permits and licenses which are required for the operation and use of the Apartment Complex and a copy of the final and unconditional certificate or certificates of occupancy, or the equivalent, issued by the appropriate governmental authorities for the Apartment Complex in its entirety. In addition to the foregoing, AHF shall have received a copy of the provisional permit issued by the Department to the Partnership confirming that the Apartment Complex is a Personal Care Home under Ga. Comp. R. & Regs. 111-8-62-.01 et. seq, and copies of all other certifications, waivers and permits issued by Department or other agencies to the Partnership.

(H) Environmental Matters. AHF shall have received a report in form satisfactory to AHF showing that radon gas is not present in any of the apartment units at a level above the recommended permitted safe level as determined by the Environmental Protection Agency or any other applicable governmental authority. In addition, the General Partner has provided AHF evidence that the construction of the Apartment Complex did not result in the filling or disturbance of any wetlands and that any actions recommended to be taken which were contained in any environmental assessment reports prepared in conjunction with the development of the Apartment Complex or were contained in any report by the Environmental Consultant have each been appropriately completed in a manner that fully complies with such recommendations and Environmental Laws (provided such reports or recommendations have been provided to the General Partner prior to the date of this Agreement or if delivered during the course of construction related solely to a finding of Hazardous Materials or environmental contamination).

(I) Rent Roll. The General Partner shall have delivered to AHF a current rent roll for the Apartment Complex certified to AHF by the General Partner and the Property Manager, and in form and substance reasonably satisfactory to AHF, together with copies of all tenant leases, if requested by AHF.

(J) Estoppel Certificates. The General Partner shall have provided AHF with an estoppel certificate from the Second Priority Lender or other evidence reasonably satisfactory to AHF and State AHF that there are no defaults or events which, with notice or the passage of time, or both, would constitute a default under the Second Priority Loan Documents.

(K) Architect's Certificate. The General Partner shall have delivered to AHF an architect's certificate related to completion of the Apartment Complex in the form requested by AHF.

(L) Payment of Taxes. AHF shall have received satisfactory evidence (which may be included in the endorsements to the Owner's Title Policy described in Section 5.1(b)(ii)(D) of this Agreement) that all real property taxes and assessments for the Apartment Complex due and payable through the date of funding have been timely and fully paid.

(M) Other Documentation. AHF shall have received such other documentation as it may reasonably request to verify the accuracy of the representations and warranties and compliance with the covenants, duties and obligations set forth in this Agreement.

(N) Management Agreement. If the Management Agreement is not executed and delivered on or before Initial Closing, or if the Property Manager is replaced or a new Management Agreement is executed after Initial Closing, AHF shall have received and approved the Management Agreement.

(O) AHP Specified Products Utilization Plan. AHF shall have received a completed form of AHP Specified Products Utilization Plan and corresponding invoices confirming the use of specified products in the construction of the Apartment Complex.

(P) No Event of Default. Scholars Landing GP shall not be in default of its obligations hereunder, including without limitation, current on all reporting requirements set forth in Section 12.5 of this Agreement.

(Q) Subsidies. AHF shall have received evidence satisfactory to AHF that the VA Receivables are payable to the Partnership.

(R) PBRA Agreement. AHF shall have received the PBRA Agreement.

(S) Repayment of the Construction Loan. The Construction Loan shall have been paid in full (the proceeds of this Capital Contribution can be used to repay the Construction Loan in full).

(T) Carryover Documentation. AHF shall have received and approved the Carryover Allocation, and other documents supporting the Carryover Allocation, including without limitation the Accountants 10% certification and back-up documentation supporting the Accountant's 10% certification

(U) Due Diligence. AHF shall have received such due diligence as to the Partnership, Guarantors, the General Partner and acquisition of the Land and development financing and future operation of the Apartment Complex that it reasonably requested but did not receive prior to the First Capital Contribution. In addition, AHF has determined that there has been no material adverse change to the facts disclosed by the prior due diligence it conducted that would materially adversely affect the Partnership, the General Partner, Guarantors, the Land and/or the development, financing and operations of the Apartment Complex prior to its admission to the

Partnership. Notwithstanding the foregoing, an adverse change in the financial condition of the Guarantor or a death of a Guarantor shall not be a reason for AHF or State AHF to withhold funding of the AHF Second Capital Contribution and State AHF Second Capital Contribution.

The funds contributed as the AHF Second Capital Contribution and State AHF Second Capital Contribution shall be used as follows (i) first, to make a principal payment on the Construction Loan (such Capital Contribution shall be made directly to the Construction Lender and shall be treated as a Capital Contribution by the applicable limited partner), (ii), then, to fund the Rent-Up Reserve and to pay Development Costs (including Development Fee). Notwithstanding anything to the contrary herein, if all conditions to making the AHF Second Capital Contribution and the State AHF Second Capital Contribution except for Stabilization have occurred, but Stabilization (Construction Lender) has occurred, AHF and State AHF shall contribute that portion of the AHF Second Capital Contribution and that portion of the State AHF Second Capital Contribution in an aggregate amount sufficient to pay all amounts outstanding under the Construction Loan Documents in full. Once all conditions to funding the AHF Second Capital Contribution and State AHF Second Capital Contribution have been achieved (including Stabilization, AHF and State AHF shall contribute the remainder of their Capital Contributions.

(iii) AHF and State AHF Third Capital Contribution. After satisfaction of the following conditions and delivery by Scholars Landing GP to AHF of the Third Payment Certificate, but in no event earlier than July 1, 2016, AHF shall make the AHF Third Capital Contribution in the amount of \$69,667.00 and State AHF shall make a Third Capital Contribution (the "State AHF Third Capital Contribution") in the amount of \$30,333.00 subject to reduction and withholding as provided in Sections 5.1(c) and 5.4 of this Agreement: (A) the funding of AHF's Second Capital Contribution and State AHF Second Capital Contribution; (B) receipt of any items which were required as a condition to the AHF Second Capital Contribution and State AHF Second Capital Contribution but which AHF and State AHF deferred until the AHF Third Capital Contribution and State AHF Third Capital Contribution, (C) evidence that the Apartment Complex has attained 130 Expense Coverage Ratio for the period from the date of funding the AHF Second Capital Contribution and State AHF Second Capital Contribution until the date of funding the AHF Third Capital Contribution and State AHF Third Capital Contribution; (D) receipt of an audited cost certification of Eligible Basis (as defined in Section 42(d) of the Code) for the Apartment Complex prepared by the Accountants; (E) receipt of Forms 8609 and Eligibility Certificates for the entire Apartment Complex, (F) receipt by AHF of a copy of an as-recorded Extended Use Agreement; (G) receipt of a certificate from the General Partner that (1) the representations, warranties and covenants in this Agreement (including without limitation in Article 4 and Section 6.19 of this Agreement) continue to be true and accurate through the date of the proposed AHF Third Capital Contribution and State AHF Third Capital Contribution, and (2) the Partnership and the General Partner are not in default of any of their obligations with respect to the Partnership or the Apartment Complex at such time, including without limitation, current on all reporting requirements set forth in Section 12.5 of this Agreement, (H) AHF and State AHF shall have received satisfactory evidence that the Applicable Fraction (as defined in Section 42(c)(1)(B) of the Code) for the Apartment Complex equals or exceeds one hundred percent (100%) determined as of any month after Completion of the Apartment Complex; (I) the Initial Occupancy Date has occurred, (J) receipt of copies of the license to operate the Apartment Complex as an assisted living facility, and (K) receipt of such

other documentation as it may reasonably request to verify the accuracy of the representations and warranties and compliance with the covenants, duties and obligations set forth in this Agreement (including without limitation, in Article 4 and Section 6.19 of this Agreement). The Partnership shall use the AHF Third Capital Contribution and State AHF Third Capital Contribution to fund the Operating Reserve and pay Development Costs (including Development Fee).

(iv) Cost Savings. AHF shall confirm the amount of Cost Savings as of the date of the AHF Third Capital Contribution. If Cost Savings exist, on such date the Partnership shall use Cost Savings as follows: (A) until the Deferred Development Fee has been reduced to \$98,000.00, ninety percent (90%) to the payment of the Deferred Development Fee and ten percent (10%) to AHF as a distribution, (B) until the Deferred Development Fee has been paid in full, forty five percent (45%) to the payment of the Deferred Development Fee, forty five percent (45%) to the SLP as an incentive fee and (C) the balance, if any, ten percent (10%) to AHF as a distribution and ninety percent (90%) to Scholars Landing GP as an additional incentive fee.

(v) Special Additional Capital Contributions. If, in any Fiscal Year, AHF's Capital Account balance may be reduced to or below zero, AHF may, in its sole and absolute discretion, make a special additional Capital Contribution to the Partnership in an amount reasonably required to avoid the reduction of AHF's Capital Account balance to or below zero (a "Special Additional Capital Contribution"). If AHF makes a Special Additional Capital Contribution to the Partnership pursuant to this Section 5.1(b)(vii), AHF shall receive a guaranteed payment pursuant to Section 5.7 of this Agreement for the use of its Special Additional Capital Contribution.

(c) Adjustment to Capital Contributions of AHF and State AHF. Upon the issuance of Forms 8609 and the Eligibility Certificates, the Accountants shall calculate the Upward Adjustor, Georgia Upward Adjustor, Downward Adjustor or the Georgia Downward Adjustor, as applicable. If subsequent events result in an increase or decrease in the Late Delivery Adjustment or the Georgia Late Delivery Adjustment, then the Accountants shall recalculate the Upward Adjustor, Georgia Upward Adjustor, Downward Adjustor or the Georgia Downward Adjustor, as applicable, and the Partners or the Partnership, as appropriate, shall make payments pursuant to Sections 5.1(c)(i) and 5.1(c)(ii) of this Agreement to reflect such recalculation.

(i) Downward Adjustor If there is a Downward Adjustor or a Georgia Downward Adjustor, then the Capital Contributions of AHF and State AHF shall be immediately reduced by the Downward Adjustor or the Georgia Downward Adjustor, as applicable. The Downward Adjustor shall first reduce the AHF Second Capital Contribution and Georgia Downward Adjustor shall first reduce the State AHF Second Capital Contribution (if they have not previously been funded), and then to the extent necessary, the AHF Third Capital Contribution and State AHF Third Capital Contribution. If the Downward Adjustor exceeds the total of all unfunded AHF Capital Contributions or the Georgia Downward Adjustor exceeds the total of all unfunded State AHF Capital Contributions (other than the AHF Third Capital Contribution and the State AHF Third Capital Contribution) (prior to the reduction under this provision), then Scholars Landing GP shall make a payment to the Partnership within seventy-

five (75) days after AHF delivers to the Partners a written calculation by the Accountants of the Certified Credits and/or the Georgia Certified Credits equal to the amount of such excess, and the Partnership shall immediately distribute such amount to AHF and State AHF as a return of their Capital Contributions. Such payment by Scholars Landing GP shall constitute a non-reimbursable funding by it of Excess Development Costs and shall not give rise to any right as a loan or credit as a Capital Contribution which would otherwise result in any increase in the Capital Account of Scholars Landing GP. Notwithstanding the foregoing, the Downward Adjustor shall not reduce the AHF Third Capital Contribution or the Georgia Downward Adjustor shall not reduce the State AHF Third Capital Contribution.

(ii) Upward Adjustor. If there is an Upward Adjustor or a Georgia Upward Adjustor, then the AHF Third Capital Contribution and the State AHF Third Capital Contribution shall be increased by the Upward Adjustor and/or the Georgia Upward Adjustor, as applicable; provided, however, that neither AHF and State AHF shall be obligated to increase its Capital Contributions in an amount greater than five percent (5%) of its aggregate Capital Contributions set forth in Section 5.1(b). The Partnership shall use the increase in the AHF Third Capital Contribution and State AHF Third Capital Contribution (A) first to pay Development Costs (other than Operating Deficits), and (B) then, as Cost Savings pursuant to Section 5.1(b)(iv) of this Agreement.

(iii) Adjustor Definitions. The following definitions shall apply for purposes of determining adjustments to Capital Contributions:

"Upward Adjustor" shall mean the following: (a) if there is a Certified Credit Increase, the positive amount, if any, by which the Certified Credit Increase exceeds the Late Delivery Adjustment; or (b) if either there is a Certified Credit Decrease, or if the Certified Credit Adjustment is zero, then zero

"Upward Georgia Adjustor" shall mean the following: (a) if there is a Certified Georgia Tax Credit Increase, the positive amount, if any, by which the Certified Georgia Tax Credit Increase exceeds the Georgia Late Delivery Adjustment; or (b) if either there is a Certified Georgia Tax Credit Decrease or if the Certified Georgia Tax Credit Adjustment is zero, then zero.

"Downward Adjustor" shall mean the following: (a) if either there is a Certified Credit Decrease or if the Certified Credit Adjustment is zero, then the Certified Credit Decrease plus the Late Delivery Adjustment; or (b) if there is a Certified Credit Increase, the positive amount, if any, by which the Late Delivery Adjustment exceeds the Certified Credit Increase.

"Downward Georgia Adjustor" shall mean the following: (a) if either there is a Certified Georgia Tax Credit Decrease or if the Certified Georgia Tax Credit Adjustment is zero, then the Certified Georgia Tax Credit Decrease plus the Georgia Late Delivery Adjustment, or (b) if there is a Certified Georgia Tax Credit Increase, the positive amount, if any, by which the Georgia Late Delivery Adjustment exceeds the Certified Georgia Tax Credit Increase.

"Certified Credit Adjustment" shall equal the product of (a) Certified Credits for the Credit Period (excluding any Tax Credits resulting from an increase in qualified basis after the end of the first year of the Credit Period under Section 42(f)(3) of the Code), minus \$6,810,638.00, and (b) \$0.95. The Certified Credit Adjustment may be a positive or negative number. A positive Certified Credit Adjustment is referred to as a "Certified Credit Increase"; a negative Certified Credit Adjustment is referred to as a "Certified Credit Decrease".

"Certified Georgia Tax Credit Adjustment" shall equal the product of (a) Certified Georgia Tax Credits for the Credit Period (excluding any Georgia Tax Credits resulting from an increase in qualified basis after the end of the first year of the Credit Period under Section 42(f)(3) of the Code), minus \$6,810,638.00, and (b) \$0.40. The Certified Georgia Tax Credit Adjustment may be a positive or negative number. A positive Certified Georgia Tax Credit Adjustment is referred to as a "Certified Georgia Tax Credit Increase"; a negative Certified Georgia Tax Credit Adjustment is referred to as a "Certified Georgia Tax Credit Decrease".

"Late Delivery Adjustment" shall mean the sum of the following: (a) if \$368,626.00 of Certified Credits exceeds Actual Credits for Fiscal Year 2015 without regard to an upward or downward adjustment, then \$0.70 of such excess; and (b) with respect to each subsequent Fiscal Year during which there are no Actual Credits or to which Section 42(f)(2) of the Code applies (special rule for first year of Credit Period), if \$681,063.80 exceeds Actual Credits for such Fiscal Year, then \$0.70 of such excess.

"Georgia Late Delivery Adjustment" shall mean the sum of the following: (a) if \$368,626.00 of Certified Georgia Tax Credits exceeds Actual Georgia Tax Credits for Fiscal Year 2015, without regard to an upward or downward adjustment, then \$0.455 of such excess, and (b) with respect to each subsequent Fiscal Year during which there are no Actual Georgia Tax Credits or to which Section 42(f)(2) of the Code applies (special rule for first year of Credit Period), if \$681,063.80 exceeds Actual Georgia Tax Credits for such year, then \$0.455 of such excess.

The purpose of this Section 5.1(c) is to compensate AHF and State AHF for shortfalls in the delivery of Tax Credits and Georgia Tax Credits relative to the expectation of AHF and State AHF as set forth in the calculation of the Certified Credits and Certified Georgia Credits. This Section 5.1(c) shall be interpreted so as to avoid any duplicate distributions or payments under Sections 6.9(c) and (d) for the same shortfall in or loss of Tax Credits and Georgia Tax Credits.

(iv) Certified Credits Calculation. Scholars Landing GP shall cause the Accountants to provide to the Partners a calculation of the Certified Credits and the Georgia Certified Credits for each year during the Credit Period based, among other things, on the Forms 8609 and Eligibility Certificates issued by the Agency for all the buildings comprising the Apartment Complex and on the cost certification prepared in connection with the application by the Partnership for Forms 8609 and Eligibility Certificates.

(v) Projected Late Delivery Adjustment or Projected Certified Credit Decrease. If AHF determines in its reasonable discretion that the projected Late Delivery Adjustment, Georgia Late Delivery Adjustment, projected Certified Credit Decrease and/or projected Georgia Certified Credit Decrease exceeds the amount of the AHF Third Capital Contribution and/or the State AHF Third Capital Contribution, then, AHF and/or State AHF, may cause the withholding of payment of any Capital Contribution (other than the AHF Third Capital Contribution or the State AHF Third Capital Contribution) otherwise payable to the Partnership in amount determined by AHF in its reasonable discretion to insure that there are sufficient funds to account for the Late Delivery Adjustment Georgia Late Delivery Adjustment, projected Certified Credit Decrease and/or projected Georgia Certified Credit Decrease.

(d) Payment of Legal Fees; Excess Legal Fee Capital Contributions. The Partnership shall pay the legal fees, costs and expenses incurred by AHF in connection with this Agreement, the due diligence activities of AHF and the closing of the transactions described herein ("Legal Fees"). If the Legal Fees exceed \$70,000.00, then AHF shall make a Capital Contribution to fund the amount of such excess. If AHF has funded its AHF First Capital Contribution and satisfied its obligation to make any Capital Contribution required of it under this Section 5.1(d), then the Partnership shall pay the Legal Fees either upon execution of this Agreement or within ten (10) days after receipt of invoices, with respect to Legal Fees billed after the execution of this Agreement. AHF's agreement to make a Capital Contribution or Capital Contributions equal to the amount of the excess over \$70,000.00 does not apply to legal fees, costs or expenses incurred by AHF in connection with any subsequent amendments or further transactions relating to the Partnership or the Apartment Complex, which legal fees shall be a Partnership obligation and shall be paid by the Partnership within ten (10) days after receipt of invoices.

(e) Deposits of Capital Contributions. The cash portion of the Capital Contributions of each Partner shall be deposited at Scholars Landing GP's discretion in a segregated checking, savings and/or money market or similar account to be established and maintained in the name of the Partnership or invested in government securities or certificates of deposit issued by any bank. Scholars Landing GP's shall not use a "standardized clearing account" for any depository account. Thereafter, such amounts shall be utilized for the conduct of the Partnership business under this Agreement.

5.2 Draw Requests.

(a) AHF has designated AHP as its agent for the purpose of reviewing copies of requests for draws under the Project Loans and Capital Contributions to pay costs of constructing the Apartment Complex ("Draws"). AHF has the right, exercisable from time to time as hereinafter provided, to appoint another person or entity as its agent for such purpose by delivering to the Partnership written notice of the appointment of a successor agent. The agent at any time serving as the agent of AHF hereunder shall hereinafter be called the "Agent."

(b) Draws shall be requested as follows:

IN WITNESS WHEREOF, the parties have affixed their signatures and seals to this Amended and Restated Agreement of Limited Partnership of UH Senior Partnership II, L.P. as of the date first written above.

SCHOLARS LANDING GP:

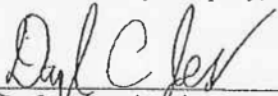
UH SENIOR GP II, LLC, a Georgia limited liability company

By: INTEGRAL UH SENIOR II, LLC, a Georgia limited liability company, Manager

By:

Name:

Title:


DARYL C. JONES
VICE PRESIDENT

AHF:

AHP HOUSING FUND 55, LLC, a Delaware limited liability company

By: AFFORDABLE HOUSING PARTNERS, INC., a Delaware corporation, Managing Member

By:

Michael L. Fowler, President

STATE AHF:

AHP STATE HOUSING FUND 3, LLC, a Delaware limited liability company

By: AFFORDABLE HOUSING PARTNERS, INC., a Delaware corporation, Managing Member

By:

Michael L. Fowler President

IN WITNESS WHEREOF, the parties have affixed their signatures and seals to this Amended and Restated Agreement of Limited Partnership of UH Senior Partnership II, L.P. as of the date first written above.

SCHOLARS LANDING GP:

UH SENIOR GP II, LLC, a Georgia limited liability company

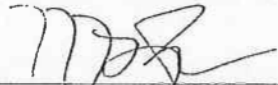
By: INTEGRAL UH SENIOR II, LLC, a
Georgia limited liability company, Manager

By: _____
Name: _____
Title: _____

AHF:

AHP HOUSING FUND 55, LLC, a Delaware limited liability company


By: AFFORDABLE HOUSING PARTNERS,
INC., a Delaware corporation, Managing
Member

By: 
Michael L. Fowler, President

STATE AHF:

AHP STATE HOUSING FUND 3, LLC, a Delaware limited liability company

By: AFFORDABLE HOUSING PARTNERS,
INC., a Delaware corporation, Managing
Member

By: 
Michael L. Fowler, President

SPECIAL LIMITED PARTNER:

ATLANTA AFFORDABLE HOUSING FOR THE
FUTURE, INC., a Georgia non-profit corporation

By: Jay W. Fitzgerald
Name: Jay W. Fitzgerald
Title: Interim President and CEO

WITHDRAWING LIMITED PARTNER:

INTEGRAL UH SENIOR, LLC, a Georgia limited
liability company

By: _____
Name: _____
Title: _____

AS A CONSENTING PARTY WITH RESPECT
TO THE PROVISIONS OF SECTIONS 4.1(r),
6.13 AND 6.14:

INTEGRAL DEVELOPMENT LLC, a Georgia
limited liability company

By: Vicki Lundy Wilbon, President

SPECIAL LIMITED PARTNER:

ATLANTA AFFORDABLE HOUSING FOR THE
FUTURE, INC., a Georgia non-profit corporation

By: _____
Name: _____
Title: _____

WITHDRAWING LIMITED PARTNER:

INTEGRAL UH SENIOR, LLC, a Georgia limited
liability company

By: Vicki Lundy Wilbon
Name: VICKI LUNDY WILBON
Title: VICE PRESIDENT

AS A CONSENTING PARTY WITH RESPECT
TO THE PROVISIONS OF SECTIONS 4.1(r),
6.13 AND 6.14:

INTEGRAL DEVELOPMENT LLC, a Georgia
limited liability company

By: Vicki Lundy Wilbon
Vicki Lundy Wilbon, President



GEORGIA HOUSING & FINANCE AUTHORITY

Programs Administered by The Georgia Department of Community Affairs

Mike Beatty
EXECUTIVE DIRECTOR

NATHAN DEAL
GOVERNOR

Georgia Housing and Finance Authority Carryover Allocation of 2013 Housing Credit Authority

- (1) Georgia Housing and Finance Authority ("GHFA") has reviewed the original application being application number **2012-034** for an Allocation of Low-Income Housing Credit Authority and, based on the representations therein made by the below-signed Owner, hereby issues this Carryover Allocation (Carryover pursuant to section 42(h)(1)(F) of the Internal Revenue Code of 1986, as amended ("Code"). GHFA and the Owner acknowledge that this Carryover constitutes an agreement binding upon GHFA, the Owner and all successors in interest to the Owner as Owners of the project, as to the allocation of 2013 Housing Credit authority to the buildings in the project, subject to compliance by the Owner with the requirements of Section 42 of the Code and the requirements of GHFA.
- (2) GHFA agrees to allocate an amount of Housing Credit not to exceed the lesser of (a) the Carryover amount or (b) the amount of Housing Credit the project is qualified to receive under section 42(m)(2) of the Code.
- (3) This Carryover Allocation is made pursuant to section 42(h)(1)(F) of the Code. **UH Senior Partnership II, L.P.** ("Owner") certifies that all building(s) identified in Exhibit A will be a qualified building as defined in section 42(h)(1)(E)(ii) of the Code. The Owner further certifies that the Owner's basis in such project, as of the date which is one year after the date that this Carryover is made, will be more than ten percent of said Owner's reasonably expected basis in the project as of December 31, 2014. The Owner understands and agrees that each building will be placed in service by December 31, 2014.
- (4) The Owner represents and certifies that as of the date that is one year after this Carryover Allocation, the Owner owns or will own the land or depreciable property that is reasonably expected to be part of the project and has or will have accumulated more than 10% of the reasonably expected total basis as of December 31, 2014 in the project. If the Owner does not own the land or depreciable property or if the Owner has not accumulated more than 10% of the reasonably expected total basis by the date that is one year after this Carryover Allocation, then this agreement shall be null and void, and any and all Housing Credit authority allocated to this particular project shall be reclaimed by GHFA.
- (5) In issuing the Carryover Allocation, GHFA has relied upon the information submitted to it by the Owner. GHFA makes no representations concerning or guaranteeing that the Owner is eligible to receive Housing Credit in the amount herein stated, such determination resting with the Internal Revenue Service ("IRS").

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Georgia Housing and Finance Authority
Carryover Allocation of 2013 Housing Credit Authority

- (6) The Owner must submit to GHFA the certification of the 10% test with supporting documentation no later than one year after the date of this Carryover Allocation.
- (7) For tax credit only projects, construction loan closing must occur no later than August 31, 2013. Construction loan documents must be submitted to DCA by such date.
- (8) Construction Document Submittal and Construction Commencement:
 - (a) A boundary survey, topographic survey, and geotechnical soils boring report must be submitted to DCA for review and approval no later than 60 day from the date of this carryover.
 - (b) Construction Documents must be submitted to DCA for review and approval no later than May 1, 2013.
 - (c) The Owner of a Tax Credit only project must commence construction and/or rehabilitation no later than September 30, 2013. Failure to commence construction as scheduled may cause an automatic recapture of the Credits.

To certify the commencement of construction and/or rehabilitation, the Project Owner will be required to provide DCA with copies of the following on or before September 30, 2013:

- "For Construction" drawing and specifications
- Project construction schedule
- Copies of project building permits
- Owner/Contractor Agreement
- Notice to Proceed (if issued)

If the Owner fails to submit the Construction Documents as required or fails to commence construction/rehabilitation as scheduled or fails to submit the required documentation to GHFA by September 30, 2013, GHFA, at its sole discretion, may immediately recapture all Housing Credit authority allocated to the project.

For projects with DCA HOME, please comply with the deadlines in the HOME Preliminary Commitment Letter.

- (9) The Owner hereby agrees to execute and record GHFA's prescribed form of Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits ("Covenants"), as required under section 42(h)(6) of the Code, prior to final allocation with such insertions as approved by GHFA for this particular project, and further agrees to provide GHFA with an executed original of said Covenants showing that they were duly recorded. The Covenants will reflect all representations made in the original application and any changes made to the original application that have been approved in writing by GHFA. The Covenants

Georgia Housing and Finance Authority
Carryover Allocation of 2013 Housing Credit Authority

will be drafted after GHFA's receipt of the certification of the 10% test, and must be recorded upon their execution. All construction and/or permanent financing for the project must be subordinated to the portion of the recorded Covenants that sets forth the requirements of IRC Sec. 42(h)(6)(E)(ii).

- (10) The Owner must submit a marketing plan outlining how the project will market units to tenants with special needs. Such plan must be submitted to GHFA prior to issuance of 8609s.
- (11) The Owner must request for issuance of IRS Form(s) 8609 by submitting to GHFA a complete application for final allocation no later than February 15, 2015.
- (12) The development will be reevaluated before issuance of IRS Form(s) 8609. Owner must notify GHFA in writing of any proposed change(s) to the project as set forth in the original application. Before making any changes, Owner must obtain the prior written approval of GHFA. Failure to do so will result in the immediate recapture of the Housing Credit allocated to the project. The Owner hereby agrees to pay the required non-refundable Allocation Fee of **\$54,496** as a condition of this Carryover Allocation and the payment of such fee is due to GHFA upon Owner's receipt of this Carryover Allocation document; however, for non-profit sole general partner(s), the payment of the allocation fee is due to GHFA no later than September 30, 2013.
- (13) The Owner hereby agrees to pay the required Compliance Monitoring Fee of **\$48,000** as a condition of this Carryover Allocation, and that payment of such fee will be a condition of GHFA's issuance of IRS Form(s) 8609 and must be made within 18 months of the date of the carryover allocation, but no later than the project placed in service date or the Owner will be assessed a late fee of \$25 per day.
- (14) The Owner hereby agrees, understands, accepts and acknowledges GHFA is under no obligation to issue IRS Form(s) 8609 unless the formal firm commitments for equity and non-DCA debt, certification of the 10% test, application for final allocation, any unpaid allocation fee, any unpaid Compliance Monitoring fee, any late fee, and the duly executed and recorded Covenants, if not previously received, are presented timely to GHFA in accordance with the terms set forth by GHFA. In addition, the Owner must attend GHFA's compliance monitoring workshop and submit proof of such attendance with its application for final allocation. Finally, GHFA may withhold issuance of IRS Form(s) 8609 if it determines that the project has not been completed in accordance with the representations made in the original application, and all applicable federal and State requirements.
- (15) The Owner hereby agrees to return any excess Housing Credit authority at the time of final allocation should GHFA determine that a reduction in Housing Credit authority is appropriate under section 42(n)(2) of the Code. Such excess shall be deemed to be returned to GHFA pursuant to Section 42(h)(3)(C) of the Code.

Georgia Housing and Finance Authority
Carryover Allocation of 2013 Housing Credit Authority

- (16) The Owner hereby agrees that, in order to receive IRS Form(s) 8609, 100 % of the scope of work identified in the original application (and taking into account any changes approved in writing by GHFA) must be completed to GHFA's satisfaction by December 31, 2014. For new construction, Owners must obtain Certificates of Occupancy for all Housing Credit-subsidized units by December 31, 2014. If the Owner fails to complete the prescribed amount of work by December 31, 2014, GHFA reserves the right to recapture all Housing Credit authority allocated to the project.
- (17) If there is an Identity of Interest between any Project Participant and the general contractor, a third party front-end analysis of the construction costs must be submitted by the selected Applicant with the plans and specifications. Additionally, industry standards for such Owner-provided construction services shall be used to determine reasonableness for the services. DCA will require that a contractor cost certification be submitted where there is an identity of interest between any Project Participant and the general contractor. The cost certification shall be prepared in accordance with the standards set forth for a HOME contractor cost certification.
- (18) ☐ If this blank is checked, the project has been designated by the Owner as a Nonprofit-Sponsored project, and will thus be reported by GHFA to the IRS as such. The qualified nonprofit, as defined under section 42(h)(5)(B), must materially participate (within the meaning of section 469(h)) in the development and ongoing operation of the project through the compliance period.
- (19) For any rehab project: Radon levels in all existing residential buildings must be re-tested after rehabilitation activities are complete and prior to issuance of forms 8609.

For any new construction project: All new construction must be built in accordance with current EPA requirements for radon resistant construction techniques, per QAP requirements, including, but not limited to, ASTM E1465 - 08 and the buildings must be tested for radon upon completion of construction.

- (20) This carryover allocation is also conditioned upon the following:

- 1) Provide updated EarthCraft scoring sheet (v2012.03.14) by 60 days of the Carryover date.
- 2) Vapor intrusion mitigation must be installed in accordance with Environmental Professional's recommendations.

Georgia Housing and Finance Authority
Carryover Allocation of 2013 Housing Credit Authority

GHFA, as the Housing Credit agency for the State of Georgia, hereby allocates the maximum following amount of Housing Credit to the project as set forth below:

Ownership Entity: UH Senior Partnership II, L.P.
Taxpayer ID No. **45-5411572**
Owner Address: 60 Piedmont Avenue
Atlanta, GA 30303

Project Name: Affordable Assisted Living at Scholars Landing
Project Address: 134 John Hope Drive
Atlanta, GA 30314

<u>REASONABLY EXPECTED</u>	<u>APPLICABLE</u>
<u>BASIS IN THE PROJECT</u>	<u>AUTHORITY</u>

\$ 7,062,494

\$681,201

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Georgia Housing and Finance Authority
Carryover Allocation of 2013 Housing Credit Authority

GEORGIA HOUSING AND FINANCE AUTHORITY

Address: 60 Executive Park South, N.E. Atlanta, Georgia 30329-2231
Agency Taxpayer ID Number: 58-1222605
Date of Allocation: January 2, 2013

Signed:
Name and Title:


Ferice Taylor
Office Director of Housing Finance

Date:

1/2/13

Witnessed:

Date:

Phyllis Carr
Tax Credit Document Processor

OWNER

I hereby certify that I have read the Carryover Allocation of 2013 Housing Credit Authority and fully understand, agree and accept the terms and conditions set forth in this document.

Ownership Entity:

UH Senior Partnership II, L.P. ^{HAM}

Signature of Representative:

Zicki Lundy Wilson

Title:

VICE PRESIDENT

Date:

2/1/2013

Date subscribed and sworn before me:

Signature of Notary Public:

Stacy L. Saunders

Printed name of Notary Public:

Stacy L. Saunders

Date Commission Expires:

Printed name of Notary Public:

Stacy L. Saunders

Notary Public In and For:

State of:

County of:

Georgia
Burrhead

My Commission
Expires
April 5, 2013

(SEAL)

EXHIBIT A: BUILDING DESIGNATION

[illegible]



GEORGIA HOUSING & FINANCE AUTHORITY

Programs Administered by The Georgia Department of Community Affairs

Mike Beatty
EXECUTIVE DIRECTOR

Nathan Deal
GOVERNOR

Carryover Allocation of 2013 Housing Credit Authority Addendum Georgia Housing Tax Credit

On April 27, 2000, Georgia Governor Roy Barnes signed into law House Bill 272, which established the Georgia Housing Tax Credit (GHTC), found at O.C.G.A. Sections 48-7-29.6 and 33-1-18. The GHTC is a credit against Georgia income tax liability and/or insurance premium tax for the owner of an affordable housing development that has received an allocation of federal Low-Income Housing Tax Credit (LIHTC) authority. The GHTC will be in an amount equal to the federal LIHTC, and will be issued to owners of qualified projects placed in service after January 1, 2001. The Georgia Housing Tax Credit is administered by three state agencies: the Georgia Department of Community Affairs (DCA), as the administrator of the Georgia Housing and Finance Authority, the Department of Revenue (DOR) and Office of the Insurance and Safety Fire Commissioner (OCI).

In a joint effort to facilitate the effective and efficient use of the GHTC, DCA, DOR, and OCI have determined and wish to make public the following points:

- There is no State minimum percentage of a general partner or limited partner's interest in the ownership entity, as long as the partner would be recognized under federal tax law.
- O.C.G.A. Sections 48-7-29.6 and 33-1-18 stipulate that if a portion of any federal LIHTC taken on a project is required to be recaptured as a result of a reduction in the qualified basis of such project, the taxpayer claiming any GHTC with respect to such project shall also be required to recapture a portion of any GHTC. The state recapture amount shall be equal to the proportion of the state tax credit claimed by the taxpayer that equals the proportion of the federal recapture. The GHTC shall not be subject to recapture if such recapture is due solely to the sale or transfer of any direct or indirect interest in such qualified project. Also, there is no requirement for posting a surety bond, or other similar mechanism, on the State level for transferring the GHTC investor's interest. However, in the case of a transfer, the Commissioner of DOR and/or OCI must be notified.
- The GHTC should be claimed by filing a copy of the Form(s)IT-HC (State of Georgia Departments of Revenue, Insurance and Community Affairs Certification of Georgia Housing Tax Credit), along with all applicable attachments tracing the ownership entity to the investor(s) concerned, with the investor's Georgia Income Tax Return or Insurance Premium Tax Return.
- DCA, DOR, and OCI reserve the right, independently or jointly, to issue in the future any such policies, procedures, rulings, or regulations concerning the GHTC as circumstances may warrant. Legislative changes and adjustments may also occur in the future.
- Any questions regarding the GHTC should be directed to Pamela Goshay at DOR at (404) 417-2441, Linda Brooks at OCI at (404) 656-7553, or Fenice Taylor at DCA at (404) 679-4840.

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Low-Income Housing Tax Credit Program
2013 Carryover Allocation

GROSS RENT FLOOR ELECTION

Project Name

Affordable Assisted Living at Scholars Landing

Project Number

2012-034

In accordance with Revenue Procedure 94-57, the Internal Revenue Service will treat the gross rent floor in Section 42(g)(2)(A) as taking effect on the date the Authority initially allocates tax credits to the building. However, the IRS will treat the gross rent floor as taking effect on the building's placed-in-service date IF the owner designates that date instead and so informs the Authority no later than the placed-in-service date of the building.

The undersigned owner hereby makes the following election with respect to the Gross Rent Floor Effective Date for each building in the project designated below:

☒

On date of initial allocation (or determination)

☐

On placed-in-service date

*If the proposed project is tax-exempt bond financed (as defined by the IRC), the IRS will treat the gross rent floor as taking effect on the date the Authority initially issues a determination letter unless the owner designates that the placed-in-service date should be used.

Licki Lundy Wilson
Signature of Owner Representative

2/1/2013
Date

UH Senior Partnership II, L.P.
Ownership Entity (Print or Type)

THIS ELECTION MUST BE RECEIVED BY THE AGENCY NO LATER THAN THE PLACED-IN-SERVICE DATE OF ANY BUILDING IN THE PROJECT.

RECEIVED BY THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS:

(Date Stamp):



Grant Number: 201400824
Grant Authorization Date: 08/04/2014
Grant Report Due Date: 08/30/2015

The Home Depot Foundation Grant Agreement

Mr. Michael Wilson
Interim VP of Real Estate Investments and Finance
The Housing Authority of the City of Atlanta, Georgia
230 John Wesley Dobbs Avenue
Atlanta, GA 30303

Dear Mr. Wilson:

The Home Depot Foundation (the "Foundation") is pleased to approve a grant, on the terms and conditions set forth below, to The Housing Authority of the City of Atlanta, Georgia ("Grantee") in the amount of \$450,000 (the "Grant") for "Oasis at Scholars Landing Affordable Assisted Living" project described in the Documents (defined hereinafter) and this letter (the "Project"). In order to accept this Grant, please sign this Grant Agreement ("Agreement") and return a copy to the Foundation by 09/25/2014. Please retain a copy for your files.

Please note that the Grant funds must be used in accordance with this Agreement, as modified by Grantee's letter to the Foundation dated October 8, 2014 ("AHA Letter"), a copy of which is attached hereto and made a part hereof by this reference, and that no substantial changes in the Grant purposes, period or conditions may be made without prior written approval from the Foundation. Any portion of any funds disbursed to Grantee that are not used for the purposes described in this letter, as modified by the AHA Letter, will revert to the Foundation and be promptly refunded to it, regardless of any claimed adverse effect of such return on the programs or operations of Grantee.

Your signature on this Agreement acknowledges your acceptance of the following terms of this Grant:

1. The Grant, and any income earned thereon, shall be used exclusively for the Project, and Grantee will promptly return, without the necessity of a request from the Foundation, any portion of the Grant not used for such purpose. During the grant period, the organization intends to achieve the following outcomes with regard to the Project:
 - \$450,000 is to go towards construction costs for the redevelopment of several phases of rental housing and homeownership on the University site as referenced in the attached budget (attachment A).

- Grantee assurances and expected outcomes are defined as:
 - Grantee shall develop Oasis at Scholars Landing to provide 60 affordable assisted living units for senior veterans.
 - Referrals for residents will be received through the VA and the Atlanta Housing Authority.
 - Health services will be provided by Mia Senior Living Solutions.
 - Grantee shall provide Team Depot volunteer opportunities such as the creation of an edible garden for residents.
 - No salary and/or administrative costs will be covered using the proposed grant from the Foundation.
 - The entire amount of the proposed grant will be used solely to support the materials costs related to the construction of the 60 housing units for senior veterans, and no part of the Foundation's grant will be used for payment to the Limited Partner.
- Upon execution of the grant agreement, develop and submit a Communications Plan relating to the project that is acceptable to the Foundation - the format and content of the plan should be discussed with the Foundation's Communications team prior to submission.

The specific charitable purposes of this Grant are set forth more fully in Grantee's grant proposal to the Foundation and the related budgets, documents, and correspondence between the Foundation and the Grantee, to the extent approved by the Foundation, and all such documents are incorporated herein by reference (the "Documents"). The Grantee affirms and represents that all statements made and facts presented in the Documents, as modified by the AHA Letter, were accurate and complete as of the date they were submitted to the Foundation and remain accurate and complete as of the date hereof. If any statement made or facts presented in the Documents, as modified by the AHA Letter, become inaccurate or incomplete in any material way, the Grantee will notify the Foundation in writing within fourteen (14) days. Grantee agrees that neither the purposes for which the Grant may be expended nor the manner in which the Grant may be used will be amended without the prior written consent of the Foundation. This Grant is made for the period 8/30/2014 to 8/29/2015.

2. Before receiving the Grant, the Grantee must (a) return a fully-executed copy of this Grant Agreement to the Foundation; (b) provide evidence (Internal Revenue Service determination letter), if not already provided, that Grantee is an organization exempt from federal taxation under the Internal Revenue Code of 1986, as amended (the "Code"); and (c) provide any other specific documentation requested in writing by the Foundation at the time of this Agreement or hereafter.
3. All Grant funds must be used exclusively for charitable purposes in accordance with all applicable federal and state laws, rulings and regulations. If any law, ruling or regulation now or hereafter in effect shall render any provision of this Agreement void, unenforceable or unlawful, either party may terminate this Agreement immediately by providing written notice to the other party. Immediately upon such termination, all disbursements or expenditures of the Grant funds shall cease and Grantee shall return any unexpended portion of the Grant to the Foundation.
4. Grant funds and any interest earned thereon shall not be used:
 - A. To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 4945(d)(1) of the Code);
 - B. To participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 4945(d)(2) of the Code);

- C. To undertake any activity for any purpose other than a charitable, educational, scientific or literary purpose (as such terms are defined in section 170(c)(2)(8) of the Code);
 - D. To make any grant, loan, compensation, or similar payment constituting a "excess benefit transaction" described in section 4958 of the Code;
 - E. To make any grants to individuals or organizations (unless approved in writing by the Foundation);
 - F. To make payments to cover debts, liabilities, or expenses unrelated to the proposed grant activities;
 - G. To conduct transactions that involve conflicts of interest, self-dealing, and/or private inurement; or
 - H. To finance past or potential future litigation.
5. Grantee shall maintain separate records of receipts and expenditures of Grant funds and make books, records and personnel available to the Foundation and its agents at reasonable times. The Foundation may, at its own expense, monitor or evaluate the use of Grant funds through various methods, including but not limited to site visits, conferences with your staff, third party evaluations, examination of books and records, etc. Grantee agrees to cooperate with the Foundation with regard to any such monitoring or evaluation.
 6. This Agreement shall terminate immediately, the Foundation shall have no obligation to disburse any additional amounts payable under the Grant, all further disbursements or expenditures of the Grant by Grantee shall cease, and Grantee shall immediately return any unexpended portion of the Grant to the Foundation if Grantee ceases to be recognized by the Internal Revenue Service as an organization exempt from taxation under the Code. Any organizational or operational changes by Grantee that reasonably could be expected to affect the exempt status of Grantee must be reported to the Foundation in writing immediately, and the Foundation, in its sole discretion, shall have the right to terminate this Agreement immediately upon such notice and shall thereafter have no further obligations to Grantee hereunder.
 7. Notwithstanding anything stated herein, this Agreement shall terminate and all further disbursements or expenditures of the Grant by Grantee shall cease if any of the facts contained in Grantee's grant proposal cease to be correct and accurate or if Grantee fails to perform any of the requirements of this Agreement. In such event, Grantee shall immediately return any unexpended portion of the Grant to the Foundation, and the Foundation shall have no obligation to disburse any additional amounts payable under the Grant, regardless of any claimed adverse effect on the programs or operations of the Grantee.
 8. Grantee will notify the Foundation immediately in the event that any of the following occur:
 - A. The Grantee is unable to use any portion of the Grant funds for the intended purposes;
 - B. The Grantee is unable to comply with any of the terms of this Agreement; or
 - C. Any Grant funds are used in a manner inconsistent with the terms of this Agreement.
 9. Public announcements of the Grant may be made by the Grantee and the Foundation. The Foundation's consent is required prior to the distribution of any such announcements, including press releases or media alerts. Copies of such materials should be submitted to the Foundation at least fourteen (14) business days before such public announcement is to be released. Any

written materials printed with funds from the Grant should acknowledge the support of the Foundation. Grantee will provide the Foundation with prior written notice of any reference to the Foundation in its written materials, and will give the Foundation an opportunity to approve any such references, such approval not to be unreasonably withheld. Copies of all such materials should be submitted to the Foundation at least fourteen (14) days before such approval is required to be received, and final copies of such written materials must be included with Grantee's next written report to the Foundation. All public announcements or printed materials must comply with the requirements for use of the Foundation's name and logos as specified in the Foundation's Communications Kit, a copy of which will be provided to you with the first Grant payment.

10. Grantee shall submit a full and complete written report to the Foundation, in the format outlined in your grant account. **The Interim/Final Report form link can be found in your account at www.grantrequest.com/SID 248.** This report includes information regarding the degree to which Grantee achieved the outcomes specifically set forth in Section 1 hereof. These reports shall be due no later than the grant report due date set forth on page one of this Agreement. Grantee agrees that the Foundation shall have no obligation to make a disbursement of any Grant funds so long as a written report due pursuant to this Agreement has not been received by the Foundation in a form acceptable to the Foundation in its sole discretion. Grantee's reporting obligation to the Foundation shall survive the termination of this Agreement, regardless of the reason therefore.
11. Grantee agrees to comply with all applicable requirements of the USA Patriot Act and Executive Order 13224, and all subsequently enacted legislation, executive orders, or regulations, designed to prevent any Grant funds from being used in support of terrorism or a terrorist organization. Grantee may not expend any grant funds for any activity conducted in a country, or in a manner, that is banned by the United States government, including, without limitation, any support of terrorist organizations or individuals identified as such by the United States government, including, but not limited to, any parties listed on the United States Office of Foreign Assets Control master list of Specially Designated Nationals and Blocked Persons.
12. No part of the Grant funds shall be paid to any official of the Foundation, The Home Depot or any affiliate thereof, and Grantee acknowledges that no gifts or services were or will be rendered to the Foundation, The Home Depot or any affiliate thereof, or any official of any of these organizations in exchange for this Grant.
13. The undersigned declares that Grantee operates in accordance with the Foundation's non-discrimination policy and does not discriminate against any person or group on the basis of age, political affiliation, race, national origin, ethnicity, disability, sexual orientation, or religious belief.
14. The Foundation reserves the right, in its sole discretion:
 - A. To withhold any payments provided for under this Grant, to recover from the Grantee any unexpended Grant funds, and, if the terms of this Agreement are violated by Grantee, to require restitution by the Grantee of any previously expended Grant funds; and
 - B. To require the Grantee to take reasonable precautions to prevent any diversion of Grant funds.
15. This Agreement is personal among the parties hereto and shall not be assignable by any party or transferable by operation of law or otherwise.
16. Payment of \$450,000 in cash will be made to Grantee upon receipt of a signed Agreement.

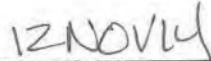
Funds paid via gift cards, that are lost or stolen cards are the responsibility of the Grantee and will not be replaced or reissued. Funds paid via gift cards shall not be gifted or transferred in exchange for cash or other consideration, and any funds remaining on gift cards at the completion of the Project shall be returned to the Foundation.

17. Grantee certifies that, on the date this Agreement is executed, its tax-exempt status and classification (evidence of which was provided pursuant to paragraph two above) remains in full force and effect. Grantee agrees to inform the Foundation immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of, its tax status and classification described above in paragraph two.
18. This Agreement, as modified by the AHA Letter, sets forth the entire understanding of the parties hereto as of the date hereof. It may be modified or amended only by the written agreement of both parties. This Agreement does not create a legal partnership or joint venture between the parties. No waiver by any party of any of the conditions, agreements or obligations herein contained shall be construed as a waiver of any succeeding breach thereof, and no delay or omission on the part of any party hereto to exercise any rights acquired through the default of any other party shall be construed as a waiver of, or impair such right. Because the Agreement is not intended to achieve a commercial objective for the Foundation and the Foundation cannot be adequately compensated by monetary damages for a breach by Grantee, the Foundation shall be entitled to specific performance of any provision of the Agreement. This Agreement shall be interpreted in accordance with the laws of the State of Georgia, not including the choice-of-law rules thereof.

Sincerely,



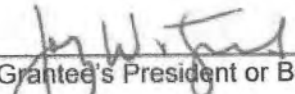
Gaven Gregory, Executive Director
The Home Depot Foundation



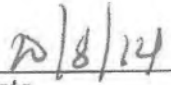
Date

Agreement of Grantee:

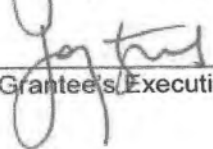
On behalf of the Grantee, we understand and agree to the foregoing terms and conditions of the Foundation's Grant and hereby certify our authority to execute this agreement on the Grantee's behalf.



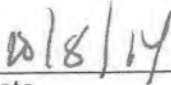
Grantee's President or Board Chair



Date



Grantee's Executive Director



Date



October 8, 2014

VIA UPS AND EMAIL

Ms. Ashleigh Woodard (Ashleigh_N_Woodard@homedepot.com)

Grants and Database Analyst

The Home Depot Foundation

2455 Paces Ferry Road, C-17

Atlanta, GA 30339

RE: Grant Number 201400824; The Home Depot Foundation Grant Agreement

Dear Ms. Woodard:

The Housing Authority of the City of Atlanta, Georgia ("AHA") acknowledges and appreciates the approval by The Home Depot Foundation ("Foundation") of the referenced grant for \$450,000 ("Grant") with respect to the Oasis at Scholars Landing, a 60-unit affordable assisted living community ("Oasis"). Because The Home Depot Foundation Grant Agreement ("Agreement") requires AHA to make representations regarding the "Documents," we would like to make certain clarifications and corrections to the THDF Application Submission (Tracking Number 507492) received by the Foundation on June 23, 2014 ("Application"). We also would like to request the changes to the Agreement shown on the attached redline and list the assumptions we will make in connection with the execution of the Agreement.

Please note the following corrections and updates regarding the Application, which are intended to modify the Application as of the date of this letter:

1. Please provide an overview or summary of your project.

Amended Response:

Oasis at Scholars Landing will be a full service Assisted Living Facility (ALF) that will operate 24 hours per day, 7 days per week, serving 3 meals per day. The service staff will assist residents with the activities of daily living (feeding, ambulating, toileting, grooming, bathing, transferring, etc.) along with medication management. This project will target military veterans and their spouses in need of assisted living services, who qualify for the Veterans Administrations Aid & Attendance Program. The project originally was financed through a \$9,000,000 bridge loan from EastWest Bank and a \$1,500,000 subordinated loan from the Atlanta Housing Authority (AHA). Commencing at completion of construction and "stabilization" (which is attained by achieving certain occupancy and financial goals), the EastWest Bank loan will be financed paid off prior to the end of its term with installments of LIHTC equity and a "surplus cash" payment loan from the Atlanta Housing Authority (no "hard debt").

Our project will be designed and operated to allow income qualified seniors to choose assisted living services that otherwise they could not afford. The building will be designed with a commercial kitchen to offer meals in a dining area for our residents. Additional non-residential space is dedicated to functional uses such as staff and management offices, resident care room, personal care room, laundry room and medical preparation space. Also, a facility-provided van will facilitate transportation to medical appointments as well as other activities for residents outside of the facility. All units will be designed for the frail elderly. 100% of the project will be affordable to seniors, at or below 60% of the Area Median Income.

The Housing Authority of the City of Atlanta, Georgia

230 John Wesley Dobbs Avenue, N.E. • Atlanta, Georgia 30303-2421 • Phone: 404.892.4700 • www.atlantahousing.org

2. Please list other funders and the amounts they have committed to the project/program.

Amended Response:

Construction/Pre-Stabilization:

Atlanta Housing Authority Mortgage Subordinated Loan - \$1,500,000

EastWest Bank Bridge Loan - \$9,000,000

Tax Credit Equity Investor - \$65,000

Post-Stabilization:

Federal/State Tax Credit Equity - \$8,207,671.9,194,360

3. How do you plan to publicize the grant and acknowledge receipt of grant support from the Foundation?

Update:

AHA will cooperate with the Foundation regarding any public announcement of the Grant in accordance with the terms of the Agreement. Please note, however, that AHA recently was notified that it would not receive the \$30 million HUD Choice Neighborhood Implementation Grant that was referenced in the Application.

4. Project Budget (Attachment A to Application).

Amended Response:

Please see the amended THDF Project Budget attached to this letter and discard the previously submitted Project Budget.

5. Board of Directors List (Attachment B to Application).

Amended Response:

Please note that Gloria Green no longer serves as General Counsel. Angela Chadwick and Karen Fuerst presently are acting as Co-General Counsels on an interim basis. Additionally, Cecil Phillips no longer serves on AHA's Board of Commissioners, but Dr. Christopher Edwards recently joined the Board.

In addition to the foregoing, please note the following assumptions we will make in connection with our execution of the Agreement:

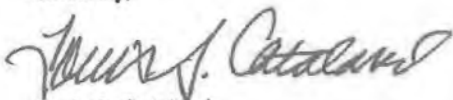
1. The "Documents" (as such term is used in Paragraph 1 of the Agreement) shall consist of this letter, the attached THDF Project Budget and the following additional items, all of which were submitted by AHA and received by the Foundation on June 23, 2014:
 - a. the Application (including the THDF Project Budget), as amended by this letter;
 - b. Microsoft Excel file Attachment B – Board of Directors List (revised Nov 2013).xls, as amended by this letter (submitted as Attachment B – THDF Board of Directors List);
 - c. Microsoft Word file IRS determination.docx (submitted as Attachment C – Assurance of Occupancy);
 - d. Microsoft Word file IRS Form 990.docx (submitted as Attachment D – 990 Report);

- e. Memorandum of Ground Lease recorded at Deed Book 53461, P174 (submitted as Attachment E – Ownership Documentation); and
 - f. Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits recorded at Deed Book 53461, P194 (submitted as Attachment F – Assurance of Occupancy).
2. AHA intends to direct the \$450,000 to the owner of Oasis, UH Senior Partnership II, L.P., a Georgia limited partnership ("Owner") in the form of loan (the details of such arrangement are under discussion between Owner and its tax credit investor), which is a structure that is preferred by Owner and its investor limited partner in order to comply with the tax credit law and regulations. Owner, in turn, will use the Grant proceeds for the payment of "hard" material costs that it will incur in connection with the construction of Oasis. AHA will assume that the transfer of the Grant proceeds to Owner as a loan for use toward the payment of Oasis' hard construction costs will satisfy the following requirements in the Agreement:
- "\$450,000 is to go towards construction costs for the redevelopment of several phases of rental housing and homeownership on the University site ... "; and
 - "The entire amount of the proposed grant will be used solely to support the materials costs related to the construction of the 60 housing units for senior veterans ... "
3. The Foundation understands that the owner of Oasis is UH Senior Partnership II, L.P., a Georgia limited partnership. AHA's affiliate, Atlanta Affordable Housing for the Future, Inc., a Georgia not-for-profit corporation ("AAHF"), serves as the "Special Limited Partner" in that limited partnership and owns a 0.01% percentage interest. The Foundation further understands that Integral Development LLC, and not AHA, is the developer for Oasis.

I have included in this package two (2) "clean" counterparts of the revised Agreement, each of which incorporates a copy of this letter and the revised THDF Project Budget. These counterparts have been signed by AHA's Interim President and Chief Executive Officer; and, if they are acceptable in form to the Foundation, please arrange for Mr. Gregory to sign the counterparts on behalf of the Foundation and return one fully executed counterpart to me for our files. If, however, there are outstanding issues relating to the Grant, then please call me to discuss the same at your earliest convenience.

Thank you for your consideration. We look forward to working with you and your organization.

Sincerely,



Louis S. Cataland
Vice President and Managing General Counsel

Enclosures

cc: Via Email (w/ encl.)
Michael Wilson (Mike.Wilson@atlantahousing.org)

The Home Depot Foundation (THDF) Proposal

Name of Organization: Atlanta Housing Authority
 Program Budget Period: 2014-15

Instructions:

1. Include revenues and expenses for **THIS PROJECT ONLY**.
2. Not all the entries below may apply to your organization. Leave those items blank that do not apply.
3. For multi-year projects, please list each year's budget total in a separate column to the right. Insert/delete columns as needed.
4. Cells have been formatted for commas and columns will total at the bottom of the page. Shaded columns contain formulas and should not be

Project Revenues	Total Project Funding		
	THDF Funds	All non-THDF Funds	Total
Contributed Income			
1. Individual contributions			\$ -
2. Corporate contributions			\$ -
3. Foundation grants	450,000		\$ 450,000
4. Federal government support			\$ -
5. State government support		1,500,000	\$ 1,500,000
6. Local government support			\$ -
7. Parent organization support			\$ -
8. Special events			\$ -
9. In-kind contributions			\$ -
10. Other (specify below):			\$ -
Tax Credit Equity		9,194,360	\$ 9,194,360
Deferred Developer Fee		408,857	\$ 408,857
			\$ -
Earned Income			
11. Fees for services			\$ -
12. Admissions			\$ -
13. Memberships			\$ -
14. Publications and royalties			\$ -

Total Project Funding			
	THDF Funds	All non-THDF Funds	Total
15. Contracted services			\$ -
16. Rentals			\$ -
17. Other (specify below):			\$ -
			\$ -
			\$ -
			\$ -
Other Income			\$ -
18. Investment			\$ -
19. Interest			\$ -
20. Other (specify below):			\$ -
			\$ -
			\$ -
Total Revenues	\$ 450,000	\$ 11,103,217	\$ 11,553,217

Project Expenses			
1. Salaries and benefits			\$ -
2. Consultant/Contract services (specify below):			
Construction Costs	450,000	6,114,798	\$ 6,564,798
Professional		532,110	\$ 532,110
Other Soft Costs		3,493,689	\$ 3,493,689
3. Travel and transportation			\$ -
4. Supplies and materials (specify below):			
-- include # of units where applicable			
Developer Fee		962,620	\$ 962,620
			\$ -
			\$ -
			\$ -
5. Equipment:			\$ -
Non-capitalized (minor)			\$ -

	Total Project Funding		
	THDF Funds	All non-THDF Funds	Total
Capitalized (major)			
6. Legal and/or professional fees			\$ -
7. Fundraising expenses			\$ -
8. Training and conferences			\$ -
9. Rent and utilities			\$ -
10. Subgrants (specify below if applicable):			\$ -
			\$ -
			\$ -
			\$ -
11. Other expenses (specify below).			\$ -
-- listing noncapital outlays			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Expenses	\$ 450,000	\$ 11,103,217	\$ 11,553,217

Notes: (Please add below any notes applicable to the funding of this grant)

A bridge loan will take the place of the tax credit equity during the construction period.



133 Peachtree St, NE, Suite 2900
Atlanta, GA 30303
404.880.4100 Phone
404.880.9333 Fax
www.investatlanta.com
Atlanta Development Authority
Urban Residential Finance Authority
Downtown Development Authority

January 29, 2015

Ms. Joy Fitzgerald
Interim President and Chief Executive Officer
Atlanta Housing Authority
230 John Wesley Dobbs Avenue, N.E.
Atlanta, Georgia 30303

**RE: UNIVERSITY HOMES CHOICE NEIGHBORHOODS REVITALIZATION PLAN
LETTER OF ALLOCATION**

Dear Ms. Fitzgerald:

The Urban Residential Financing Authority (URFA) is pleased to support the Atlanta Housing Authority (AHA) in its application for Choice Neighborhood implementation grant funds for revitalization of the former University Homes site. We understand that 100 units of senior housing (Veranda at Scholars Landing) have been constructed and are fully occupied. The development plan for the remaining University Homes site calls for the new construction of 466 residential units consisting of the completion of 60 units of affordable assisted living housing (Oasis at Scholars Landing), two phases totaling 373 mixed-income family rental units, and 33 homeownership units of which seven (20%) will be affordable to buyers earning from 80% to 120% of Area Median Income (AMI). Of the 433 rental units, 53% will be affordable to households below 60% AMI.

On December 18, 2014, the URFA Board approved an allocation of up to \$31.2 million in tax-exempt bonds for the construction of the two phases of family rental housing, including up to \$14.5 million for Ashley Scholars Landing I and up to \$16.7 million for Ashley Scholars Landing II. The permanent financing for the mixed-income apartments is projected to be \$14.65 million, in the form of FHA-insured 221(d)(4) mortgages.


By way of background, URFA has a long and successful relationship assisting AHA in providing financing for its developments. URFA has provided tax-exempt bonds for the development of seven (7) AHA mixed income, mixed finance apartment communities. URFA is committed to working with AHA similarly in the future. As the designated issuer of tax-exempt bonds for affordable housing for the City of Atlanta, URFA receives an allocation of approximately \$76 million of tax-exempt bond authority annually.

URFA also has a homeownership program offering low interest first mortgages as well as down payment assistance to eligible borrowers who would be participating in the homeownership component of University Homes revitalization. URFA looks forward to

participating in the revitalization of University Homes through the homeownership program, as well.

URFA reiterates its support to the University Homes application for Choice Neighborhoods funds and looks forward to an ongoing collaboration with AHA on this important revitalization project.

Sincerely,



CRW Craig J. Richard

President and Chief Executive Officer

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE URBAN
RESIDENTIAL FINANCE AUTHORITY OF THE CITY OF ATLANTA,
GEORGIA DECLARING ITS INTENTION TO ISSUE MULTIFAMILY
HOUSING REVENUE BONDS IN AN AMOUNT NOT TO EXCEED
\$16,700,000, TO FINANCE NEW CONSTRUCTION OF A 223 UNIT
MULTIFAMILY RENTAL FACILITY KNOWN AS ASHLEY
SCHOLARS LANDING II; AND FOR OTHER PURPOSES.**

WHEREAS, the Urban Residential Finance Authority of the City of Atlanta, Georgia (the "Authority") has been created and is existing under and by virtue of the Constitution and laws of the State of Georgia (the "State"), in particular, the Urban Residential Finance Authorities Act for Large Municipalities, Georgia (O.C.G.A §36-41-1, *et seq.*, as amended (the "Act")) and an activating resolution of the City Council of the City of Atlanta, Georgia (the "City"), duly adopted on May 7, 1979 and approved by the Mayor of the City on May 19, 1979, and is now existing and operating as a public body corporate and politic of the State;

WHEREAS, pursuant to the laws of the State of Georgia, particularly the Act, the Authority is authorized to carry out the public purpose described in the Act by issuance of its revenue bonds to provide funds for the financing of the acquisition, construction and rehabilitation of residential housing located in Atlanta, Georgia;

WHEREAS, the Authority has been informed by representatives of UH Scholars Partnership IV, LP a Georgia limited partnership (the "Borrower") that the Borrower is planning the new construction of approximately 223 units of affordable housing development targeting mixed-income households to be located at Atlanta Student Movement Blvd. and Elm Street, Atlanta, Georgia 30314 and to be known as Ashley Scholars Landing II (the "Development");

WHEREAS, the Borrower has estimated that the acquisition and construction of the Development will require tax-exempt bond financing in an amount not to exceed \$16,700,000;

WHEREAS, after careful study and investigation of the nature of the proposed Development, the Authority has determined that the Development will help alleviate the shortage of decent, safe and sanitary housing which persons and families residing or desiring to reside in the area can afford, and that the Authority, in assisting with the financing of the Development, will be acting in furtherance of the public purpose for which it was created;

WHEREAS, the Authority has further determined that the most feasible method of financing the Development is for the Authority to issue its revenue bonds (the "Bonds") for that purpose and to loan the proceeds of the Bonds to the Borrower to enable the Borrower to acquire, construct and equip the Development pursuant to a financing agreement in which the Borrower will agree to make payments in amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds; and

WHEREAS, in furtherance of its public purpose, the Authority wishes to declare its preliminary determination of its intention to issue the Bonds as authorized by the Act, said Bonds to be designated appropriately as approved by the Authority prior to issuance of the Bonds; and

WHEREAS, the Authority, after careful consideration, has preliminarily ascertained, found and determined that (i) the Bonds will constitute special and limited obligations of the Authority payable solely from the revenue pledged to the payment thereof and shall not constitute or be deemed to constitute a debt of the Authority, the City or the State or any political subdivision thereof nor a pledge of the faith and credit of the Authority, the City or the State or any political subdivision thereof, nor shall the Authority, the City or the State be subject to any pecuniary liability thereon, (ii) the Bonds will be not be payable from nor charge upon any funds other than revenue pledged to the payment thereof, (iii) no holder or holders of any Bonds will ever have the right to compel any exercise of the taxing power of the City or the State or any political subdivision thereof to pay the Bonds or any interest thereon, nor to enforce the payment thereof against any property of the Authority, the City or the State or any political subdivision thereof and (iv) the Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Authority, the City or the State or any political subdivision thereof, other than the specific funds pledged therefor; the Authority has no taxing power.

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the Authority, and it is hereby resolved by the authority of the same as follows:

1. This Inducement Resolution is adopted pursuant to the provisions of the Act.
2. To evidence the Authority's willingness to issue the Bonds to finance, in whole or in part, the acquisition, rehabilitation, renovation and equipping of the Development, the execution by the Authority and delivery to the Borrower of an inducement letter (the "Inducement Letter") is hereby authorized, subject to such changes, insertions and omissions as may be approved by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of the Authority, and the execution of said Inducement Letter by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of the Authority shall be conclusive evidence of any such approval.
3. For the purpose of financing the costs of the Development and other costs and expenses incident thereto, funding any necessary reserves and paying all or a portion of the costs of issuance of the Bonds, the Authority hereby declares its official intention to issue the Bonds (to be designated more appropriately as approved by the Authority prior to issuance of the Bonds) in one or more series from time to time in the maximum original aggregate principal amount not to exceed **SIXTEEN MILLION, SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$16,700,000.00)**, or such greater amount as the Authority by a subsequent resolution may approve, on such terms and conditions as the Authority in its sole and absolute discretion by a subsequent resolution may approve under and in accordance with the applicable laws of the State, and further subject to the following: (a) a reasonably acceptable financing plan being implemented by the Borrower which would comply in all respects with State law; (b) the execution by the Borrower and other applicable parties of such documentation as may be required by the Authority in its sole and absolute discretion, to effect the financing of the Development herein contemplated; and (c) the compliance with all applicable requirements of State, local and federal law in effect at the time of issuance of the Bonds.

4. The Authority finds, considers and declares that the issuance and sale of the Bonds for the purposes set forth in this Inducement Resolution will be appropriate and consistent with the objectives of the Act and the other laws of the State.

5. The Chair, Vice Chair, President/CEO, Executive Vice President/COO, General Counsel, Secretary-Treasurer or Assistant Secretary of the Authority (each, an "Authorized Officer") are further hereby authorized to publish a notice of public hearing with respect to the issuance of the Bonds and to take any and all further action, and execute and deliver any and all other documents as may be necessary or appropriate to authorize, issue and deliver the Bonds and to effect the undertaking for which the Bonds are to be issued.

6. No declaration, obligation or agreement herein contained or contained in any of the documents authorized hereby shall be deemed to be a covenant, obligation or agreement of any director, officer, agent, attorney or employee of the Authority in his or her individual capacity, and neither the directors of the Authority nor any officer or employee executing any document authorized by this Inducement Resolution shall be liable personally thereunder or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

7. The Authorized Officers are hereby authorized to execute such further documents and do such further things as they may determine to be necessary or proper to carry out the intent and purpose of this Inducement Resolution or any document herein authorized. All acts and doings of the directors, officers, agents, attorneys and employees of the Authority which are in conformity with the purposes and intent of this Inducement Resolution and in the furtherance of the proposed issuance of the Bonds and the execution, delivery and performance of any document authorized hereby, shall be, and the same hereby are, in all respects approved, ratified and confirmed.

8. All resolutions of the Authority or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

9. The Authority finds, intends and declares that this Inducement Resolution shall constitute its official action evidencing its present intent, subject to the terms and conditions hereof, to issue the Bonds pursuant to the laws of the State in an aggregate principal amount not to exceed the amount set forth hereinabove, or such greater amount as the Authority by a subsequent resolution may approve, to finance the Development in whole or in part, including, without limitation, to reimburse such original expenditures from bond proceeds as may be permitted by the Internal Revenue Code of 1986, as amended (the "Code"). The Authority finds, determines and declares that the issuance and sale of the Bonds for the purposes set forth in this Inducement Resolution will be authorized by, and will be appropriate and consistent with, the provisions of the Act and the other laws of the State, and that the adoption of this Inducement Resolution is and constitutes the taking of affirmative official action by the Authority evidencing its present intent, subject to the terms and conditions hereof, to issue the Bonds within the meaning of the Code, and the regulations promulgated pursuant thereto, including, without limitation, Section 1.150-2 of such regulations.


10. This Inducement Resolution is not intended to be a binding commitment of the Authority to issue the Bonds. The financing described herein is subject to (a) availability of bond allocation, (b) issuance by the Authority of an Inducement Letter for the Development; (c) approval by the Authority of a bond resolution authorizing the issuance of such Bonds and (d) receipt by the Authority of an opinion of Bond Counsel, that, subject to certain exceptions, interest on such Bonds is excludable from the gross income of the owners thereof for federal income tax purposes.

11. This Inducement Resolution shall be effective from the date hereof through December 31, 2015, subject to extension at the sole and absolute discretion of the Authority, which extension, if granted, shall not require board approval of the Authority and may be approved by the President/CEO or Executive Vice President/COO of the Authority.

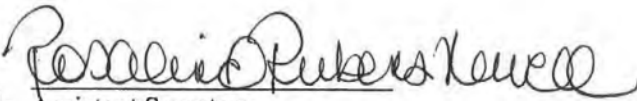
Adopted this 18th day of December, 2014.

URBAN RESIDENTIAL FINANCE AUTHORITY
OF THE CITY OF ATLANTA, GEORGIA

(SEAL)

By: 
Name:
Title:

Attest:

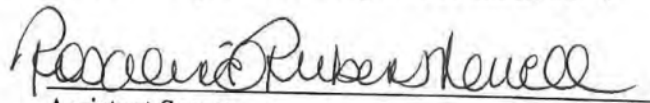

Assistant Secretary

SECRETARY'S CERTIFICATE

I, Rosalind Rubens Newell, the duly appointed, qualified and acting Assistant Secretary of the Urban Residential Finance Authority of the City of Atlanta, Georgia (the "Authority"), do hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of an Inducement Resolution adopted on December 18, 2014, by the members of the Board of Directors of the Authority in a meeting duly called and assembled, after due and reasonable notice was given in accordance with applicable laws and with the procedures of the Authority, by a vote of a majority of the directors present and voting, which meeting was open to the public and at which a quorum was present and acting throughout and that the original of the foregoing Inducement Resolution appears of public record in the Minute Book of the Authority, which is in my custody and control.

I further certify that such Inducement Resolution has not been rescinded, repealed or modified.

Given under my signature and seal of the Authority, this 18th day of December, 2014.


Assistant Secretary

[SEAL]

RESOLUTION OF THE BOARD OF DIRECTORS OF THE URBAN RESIDENTIAL FINANCE AUTHORITY OF THE CITY OF ATLANTA, GEORGIA DECLARING ITS INTENTION TO ISSUE MULTIFAMILY HOUSING REVENUE BONDS IN AN AMOUNT NOT TO EXCEED \$14,500,000, TO FINANCE NEW CONSTRUCTION OF A 150 UNIT MULTIFAMILY RENTAL FACILITY KNOWN AS ASHLEY SCHOLARS LANDING I; AND FOR OTHER PURPOSES.

WHEREAS, the Urban Residential Finance Authority of the City of Atlanta, Georgia (the "Authority") has been created and is existing under and by virtue of the Constitution and laws of the State of Georgia (the "State"), in particular, the Urban Residential Finance Authorities Act for Large Municipalities, Georgia (O.C.G.A §36-41-1, *et seq.*, as amended (the "Act") and an activating resolution of the City Council of the City of Atlanta, Georgia (the "City"), duly adopted on May 7, 1979 and approved by the Mayor of the City on May 19, 1979, and is now existing and operating as a public body corporate and politic of the State;

WHEREAS, pursuant to the laws of the State of Georgia, particularly the Act, the Authority is authorized to carry out the public purpose described in the Act by issuance of its revenue bonds to provide funds for the financing of the acquisition, construction and rehabilitation of residential housing located in Atlanta, Georgia;

WHEREAS, the Authority has been informed by representatives of UH Scholars Partnership III, LP a Georgia limited partnership (the "Borrower") that the Borrower is planning the new construction of approximately 150 units of affordable housing development targeting mixed-income households to be located at Atlanta Student Movement Blvd. and Elm Street, Atlanta, Georgia 30314 and to be known as Ashley Scholars Landing I (the "Development");

WHEREAS, the Borrower has estimated that the acquisition and construction of the Development will require tax-exempt bond financing in an amount not to exceed \$14,500,000;

WHEREAS, after careful study and investigation of the nature of the proposed Development, the Authority has determined that the Development will help alleviate the shortage of decent, safe and sanitary housing which persons and families residing or desiring to reside in the area can afford, and that the Authority, in assisting with the financing of the Development, will be acting in furtherance of the public purpose for which it was created;

WHEREAS, the Authority has further determined that the most feasible method of financing the Development is for the Authority to issue its revenue bonds (the "Bonds") for that purpose and to loan the proceeds of the Bonds to the Borrower to enable the Borrower to acquire, construct and equip the Development pursuant to a financing agreement in which the Borrower will agree to make payments in amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds; and

WHEREAS, in furtherance of its public purpose, the Authority wishes to declare its preliminary determination of its intention to issue the Bonds as authorized by the Act, said Bonds to be designated appropriately as approved by the Authority prior to issuance of the Bonds; and

WHEREAS, the Authority, after careful consideration, has preliminarily ascertained, found and determined that (i) the Bonds will constitute special and limited obligations of the Authority payable solely from the revenue pledged to the payment thereof and shall not constitute or be deemed to constitute a debt of the Authority, the City or the State or any political subdivision thereof nor a pledge of the faith and credit of the Authority, the City or the State or any political subdivision thereof, nor shall the Authority, the City or the State be subject to any pecuniary liability thereon, (ii) the Bonds will be not be payable from nor charge upon any funds other than revenue pledged to the payment thereof, (iii) no holder or holders of any Bonds will ever have the right to compel any exercise of the taxing power of the City or the State or any political subdivision thereof to pay the Bonds or any interest thereon, nor to enforce the payment thereof against any property of the Authority, the City or the State or any political subdivision thereof and (iv) the Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Authority, the City or the State or any political subdivision thereof, other than the specific funds pledged therefor; the Authority has no taxing power.

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the Authority, and it is hereby resolved by the authority of the same as follows:

1. This Inducement Resolution is adopted pursuant to the provisions of the Act.
2. To evidence the Authority's willingness to issue the Bonds to finance, in whole or in part, the acquisition, rehabilitation, renovation and equipping of the Development, the execution by the Authority and delivery to the Borrower of an inducement letter (the "Inducement Letter") is hereby authorized, subject to such changes, insertions and omissions as may be approved by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of the Authority, and the execution of said Inducement Letter by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of the Authority shall be conclusive evidence of any such approval.
3. For the purpose of financing the costs of the Development and other costs and expenses incident thereto, funding any necessary reserves and paying all or a portion of the costs of issuance of the Bonds, the Authority hereby declares its official intention to issue the Bonds (to be designated more appropriately as approved by the Authority prior to issuance of the Bonds) in one or more series from time to time in the maximum original aggregate principal amount not to exceed **FOURTEEN MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$14,500,000.00)**, or such greater amount as the Authority by a subsequent resolution may approve, on such terms and conditions as the Authority in its sole and absolute discretion by a subsequent resolution may approve under and in accordance with the applicable laws of the State, and further subject to the following: (a) a reasonably acceptable financing plan being implemented by the Borrower which would comply in all respects with State law; (b) the execution by the Borrower and other applicable parties of such documentation as may be required by the Authority in its sole and absolute discretion, to effect the financing of the Development herein contemplated; and (c) the compliance with all applicable requirements of State, local and federal law in effect at the time of issuance of the Bonds.

4. The Authority finds, considers and declares that the issuance and sale of the Bonds for the purposes set forth in this Inducement Resolution will be appropriate and consistent with the objectives of the Act and the other laws of the State.

5. The Chair, Vice Chair, President/CEO, Executive Vice President/COO, General Counsel, Secretary-Treasurer or Assistant Secretary of the Authority (each, an "Authorized Officer") are further hereby authorized to publish a notice of public hearing with respect to the issuance of the Bonds and to take any and all further action, and execute and deliver any and all other documents as may be necessary or appropriate to authorize, issue and deliver the Bonds and to effect the undertaking for which the Bonds are to be issued.

6. No declaration, obligation or agreement herein contained or contained in any of the documents authorized hereby shall be deemed to be a covenant, obligation or agreement of any director, officer, agent, attorney or employee of the Authority in his or her individual capacity, and neither the directors of the Authority nor any officer or employee executing any document authorized by this Inducement Resolution shall be liable personally thereunder or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

7. The Authorized Officers are hereby authorized to execute such further documents and do such further things as they may determine to be necessary or proper to carry out the intent and purpose of this Inducement Resolution or any document herein authorized. All acts and doings of the directors, officers, agents, attorneys and employees of the Authority which are in conformity with the purposes and intent of this Inducement Resolution and in the furtherance of the proposed issuance of the Bonds and the execution, delivery and performance of any document authorized hereby, shall be, and the same hereby are, in all respects approved, ratified and confirmed.

8. All resolutions of the Authority or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

9. The Authority finds, intends and declares that this Inducement Resolution shall constitute its official action evidencing its present intent, subject to the terms and conditions hereof, to issue the Bonds pursuant to the laws of the State in an aggregate principal amount not to exceed the amount set forth hereinabove, or such greater amount as the Authority by a subsequent resolution may approve, to finance the Development in whole or in part, including, without limitation, to reimburse such original expenditures from bond proceeds as may be permitted by the Internal Revenue Code of 1986, as amended (the "Code"). The Authority finds, determines and declares that the issuance and sale of the Bonds for the purposes set forth in this Inducement Resolution will be authorized by, and will be appropriate and consistent with, the provisions of the Act and the other laws of the State, and that the adoption of this Inducement Resolution is and constitutes the taking of affirmative official action by the Authority evidencing its present intent, subject to the terms and conditions hereof, to issue the Bonds within the meaning of the Code, and the regulations promulgated pursuant thereto, including, without limitation, Section 1.150-2 of such regulations.

10. This Inducement Resolution is not intended to be a binding commitment of the Authority to issue the Bonds. The financing described herein is subject to (a) availability of bond allocation, (b) issuance by the Authority of an Inducement Letter for the Development; (c) approval by the Authority of a bond resolution authorizing the issuance of such Bonds and (d) receipt by the Authority of an opinion of Bond Counsel, that, subject to certain exceptions, interest on such Bonds is excludable from the gross income of the owners thereof for federal income tax purposes.

11. This Inducement Resolution shall be effective from the date hereof through December 31, 2015, subject to extension at the sole and absolute discretion of the Authority, which extension, if granted, shall not require board approval of the Authority and may be approved by the President/CEO or Executive Vice President/COO of the Authority.

Adopted this 18th day of December, 2014.

URBAN RESIDENTIAL FINANCE AUTHORITY
OF THE CITY OF ATLANTA, GEORGIA

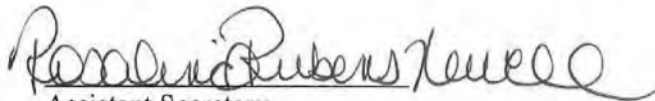
(SEAL)

By: 

Name:

Title:

Attest:

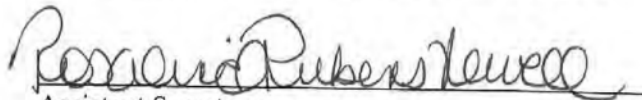

Assistant Secretary

SECRETARY'S CERTIFICATE

I, Rosalind Rubens Newell, the duly appointed, qualified and acting Assistant Secretary of the Urban Residential Finance Authority of the City of Atlanta, Georgia (the "Authority"), do hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of an Inducement Resolution adopted on December 18, 2014, by the members of the Board of Directors of the Authority in a meeting duly called and assembled, after due and reasonable notice was given in accordance with applicable laws and with the procedures of the Authority, by a vote of a majority of the directors present and voting, which meeting was open to the public and at which a quorum was present and acting throughout and that the original of the foregoing Inducement Resolution appears of public record in the Minute Book of the Authority, which is in my custody and control.

I further certify that such Inducement Resolution has not been rescinded, repealed or modified.

Given under my signature and seal of the Authority, this 18th day of December, 2014.


Assistant Secretary

[SEAL]

January 28, 2015

Project Owner/Applicant: UH Scholars Partnership III, LP
Developer: Integral
Contact Person: Joy Fitzgerald
Contact Address: 230 John Wesley Dobbs Avenue
City, State, Zip: Atlanta, GA 30303
Contact Phone: 404-685-4377
Contact email: joy.fitzgerald@atlantahousing.org

Project Name: Ashley Scholars Landing I
Project City/County: Atlanta/Fulton
Type of Development: New Construction
Target Population: Family

Estimated Tax-exempt Bond Amount: \$13,500,000
Annual Federal/State Credit Amount: \$ 357,563

RESERVATION LETTER

The Georgia Department of Community Affairs (DCA) has received a Request for a Reservation of 4% federal and State credits for the above project.

The project owner has represented to DCA that the development will be financed by a tax-exempt obligation of the type described in Section 42(h) (4) of the IRC. The inducement resolution for the bonds was issued by Atlanta's Urban Residential Finance Authority on December 18, 2014. The project owner has also represented that such tax-exempt obligation will finance 50 percent or more of the aggregate basis of the land and building(s) of the project. As such, the project is eligible for low income housing tax credits with respect to its qualified basis without receiving an allocation of credits from Georgia's housing credit ceiling if the project satisfies all applicable requirements for an allocation of Federal and State housing credits under the QAP. DCA has determined that the project meets the requirements necessary for a reservation of Federal and State 4% housing credits in the amount of \$ 357,563.

The following is a summary of the proposed property:

Project Location: The intersection of Atlanta Student Movement Blvd and John Hope Drive, Southwest, Atlanta, Georgia 30314 (exact address to be assigned). The Project is adjacent to the campuses of Spelman College, Morehouse College, Morehouse School of Medicine and Clark Atlanta University, collectively known as the Atlanta University Center ("AUC") in Atlanta, Georgia. After three quarters of a century, the University Homes community reached the end of its useful life, and demolition was completed in 2009. The new community is known as Scholars

Landing. The first phase at the former University Homes site, Veranda at Scholars Landing, an independent living senior building, was completed in 2013. A second phase, an affordable assisted living facility to be known as Oasis at Scholars Landing is under construction and scheduled for completion in 2015.

Project Concept: Ashley Scholars Landing I will consist of 166 multi-family residential units, which will include 66 (40%) affordable units at 60% AMI (subsidized by Section 8 Project Based Rental Assistance (PBRA) from Atlanta Housing Authority) and 100 (60%) market rate units. The unit mix is summarized below:

Unit Count:	Total Units	PBRA/LIHTC @ 60% AMI	LIHTC	Market
Studio	10	0	0	10
1 Bed 1 Bath	83	18	0	65
2 Bed 2 Bath	60	35	0	25
3 Bed 2 Bath	13	13	0	0
Total	166	66	0	100

The variety of floor plans and affordability levels will allow Ashley Scholars Landing I to be marketable to a diverse resident population. The target population will be young professionals and families.

Amenities: Ashley Scholars Landing I will be rich in amenities. EnergyStar refrigerators and dishwashers, in-sink disposals, microwaves, stoves with powder-based fire suppression canisters, and washers and dryers will be standard appliances in every unit. Units will also feature ceiling fans and programmable thermostats. Construction will include mechanical system and HVAC upgrades, current water conservation techniques, efficient energy management systems, indoor air quality solutions, fire and security systems, and consistent maintenance services as outlined in the guidelines from Georgia Power. The units will also be pre-wired for security.

Community amenities for Ashley Scholars Landing I include, but not be limited to, business center, furnished arts & crafts room, and a recycling center. Ashley Scholars Landing I will feature a spacious community room to serve as meeting and event space that leads to a covered exterior gathering space.


Sustainability: Ashley Scholars Landing I will be designed to meet certification through the EarthCraft Multifamily Program for 2006 IECC Climate Zone 3 – Mixed Humid Climate. The EarthCraft Multifamily Program is sponsored by the Southface Energy Institute. Through the EarthCraft Multifamily certification process, Ashley Scholars Landing I will also earn ENERGY STAR certification. Properties certified by the EarthCraft program meet strict energy efficiency criteria in the planning, construction, and operational phases. Ashley Scholars Landing I will use resource efficient design and building materials, careful construction waste management and recycling, and energy efficient building envelopes and systems to lower the environmental impact of construction and to reduce the resource consumption by residents.

DCA has determined that the project will meet the requirements necessary for a reservation of Federal and State 4% housing credits in the amount of \$ 357,563.

In issuing this Reservation, DCA has relied on the information submitted by the project owner and has assumed that such information is accurate and complete in all material respects. DCA reserves the right to revoke this Reservation Letter if DCA discovers that the project owner has provided erroneous or fraudulent information. Any significant changes, including the financing structure, project team, syndicator or scope of work must receive prior written approval by DCA and remain consistent with the QAP, IRC, and all applicable regulations.

As any project is an ongoing process, the project owner may be asked to submit additional information, such as receipt of the CNI Implementation grant, or to clarify certain matters during this process. Upon completion of the project, the owner must submit an application for Final Credit Allocation in the form prescribed by DCA. The processing of this final allocation application will include review of the DCA final physical inspection upon completion of the project rehabilitation, compliance review, review of the final cost certification, and determination of the Federal and State credits. The final credit assignments to the project will not exceed the amount of housing credit the project is qualified to receive under Sec. 42(m)(2) of the IRC, subject to any applicable per unit cost limitations.

Sincerely,

A handwritten signature in cursive script that reads "Laurel L. Hart".

Laurel L. Hart, Director
Housing Finance & Development Division



February 3, 2015

Vicki Lundy Wilbon
UH Scholars Partnership III, LP
191 Peachtree Street, NE, Suite 4100
Atlanta, Georgia 30303

Re: Ashley Scholars Landing Phase I

Dear Ms. Wilbon:

The letter is a commitment by Enterprise Community Investment, Inc. (Enterprise) for providing equity to the above referenced project in Atlanta, GA.

Enterprise is one of the leading Syndicators of Low Income Housing Tax Credits. Since the enactment of the federal Low Income Housing Tax Credit program in 1986, Enterprise has raised more than \$14.0 billion in equity from more than 180 corporate investors for the development of low income housing.

1. Price

This commitment is based on a preliminary review of the information provided by MBS-Integral UCNI, LLC. The project is expected to generate a Federal Low Income Housing Tax Credit allocation of approximately \$357,563 and a Georgia State Low Income Housing Tax Credit allocation of approximately \$357,563, assuming that 66 of the 166 units qualify for tax credits. We are assuming an equity raise of \$0.96 on the Federal tax credit dollar and \$0.44 on the GA State tax credit dollar for 99.98% of the tax credits, would be contributed to the project. At this pricing, the project will generate an equity investment in the amount of \$5,005,195.

We are prepared to fund the capital contributions in multiple installments under a negotiated pay-in schedule. Prior to closing, we will confirm your equity needs to ensure that they meet your requirements. Our pay-in schedule is as follows:

Conditions	Amount Paid	Percent Paid
Initial Closing	\$ 1,001,039	20%
During Construction	\$ 2,502,598	50%
100% Completion	\$ 500,520	10%
Final Endorsement	\$ 750,779	15%
Tax Return & Receipt of 8609	\$ 250,260	5%
TOTAL	\$ 5,005,195	100%

Enterprise will pay its own legal fees, and we do not charge anything for due diligence fees.

2. Operating Benefits and Residuals

The profits, losses and tax credits of the Partnership will be shared among the partners as follows: 99.98% to the Limited Partner, 0.01% to the State Limited Partner, and 0.01% to the General Partner. MBS-Integral UCNI, LLC will be the Developer. Cash flow will be split 80% to the General Partner where the cash flow to the General Partner is accompanied by a special allocation of an equal amount of income (equivalent to a deductible fee from the partnership's perspective) and 20% to the Limited Partner.

Refinance or sale proceeds will be split 80% to the General Partner, 20% to the Limited Partner.

The General Partner shall have the right to assign its interest to a non-profit entity. The non-profit assignee shall have the right of refusal which will allow the entity to purchase the Project for a price equal to the sum of: i) any taxes payable by the Limited Partner that result from the sale, and ii) any outstanding debt.

The Limited Partner will have an absolute right to withdraw from the Partnership at any time after the end of the credit period as defined in the Code.

3. Guarantees

The General Partner and Guarantor will be required to guarantee obligations of the General Partner, including but not limited to construction completion, operating deficits, tax credit compliance guarantee, and repurchase guarantee. The General Partner and Guarantor must demonstrate to Enterprise, in its sole and absolute discretion, its ability to provide meaningful guarantees.

This commitment is contingent on final underwriting, due diligence, and Investor approval.

Sincerely,

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

Stephen D. Smith
Vice President, Syndication

February 5, 2015 (all previous versions are void)

UH Scholars Partnership III, LP
191 Peachtree Street, NE, Suite 4100
Atlanta, Georgia 30303

Attention: Ms. Vicki Lundy Wilbon

Subject: Loan Engagement

Dear Ms. Wilbon,

Bellwether Enterprise Real Estate Capital, LLC ("we", "Lender", or "BEREC") appreciates the opportunity to provide the debt necessary to finance the project listed below.

This is an engagement for both construction & permanent financing for the referenced development. Upon issuance of an acceptable FHA commitment to Lender and Borrower, Lender will fund the construction loan and permanent loan pursuant to the following general terms:

Project Location:	Ashley Scholars Landing I
Number of Units:	<u>166</u>
Existing Indebtedness:	(none provided)
Target Loan Amount:	<u>\$6,200,000</u> - While our underwriting and initial assessment would support additional mortgage loan proceeds, we recognize the requested loan is generally driven by the cash flow requirements of the tax credit/equity investor.
Target Interest Rate:	<u>5.50%</u> for both construction and permanent loan. The rate is locked prior to closing the construction loan and is fixed for both the construction and permanent loan (no rate re-setting between construction and permanent loan). If a Firm commitment from HUD were in hand <u>today</u> , a rate nearer 4.00% would likely be attainable. However, given the proposed transaction closing is likely to be as much as 18 months forward from today, the target rate at 5.50% for proforma underwriting purposes is felt to be a sufficient "hedge" against potential rate increase over time.
Prepayment Terms:	A permanent lockout or 2 years followed by a prepayment penalty of 8% the 3 rd years declining by 1% per year through year 10. No penalty thereafter.

Ashley Scholars Landing I
Loan Engagement

Short Term TE Bonds:	\$13,500,000. Expected to be underwritten and issued by a 3 rd -party in an amount sufficient to satisfy the "50% test" (of Total Development Costs).	
FHA Insurance Program:	221(d)4 for New Construction.	
Disbursement Conditions:	Pursuant to the FHA Section 221(d)4 program. We have experience closing transactions that use short term tax exempt bonds and tax credits along with FHA 221d4.	
Construction Term:	<u>14</u> months based Integral's presentation of a 12 month construction term. HUD requires addition of 2 months for administrative conversion to permanent loan.	
Permanent Term:	40 Years (480 months).	
Security:	The loan will be secured by a first lien on all project assets.	
Non-Recourse Loan:	The loan will be non-recourse, excepting the carve outs for Key Principals as identified in Item Number 50 of the HUD Regulatory Agreement 92466M.	
Lender Financing Fees:	A combined fee equal to 2.0% of the mortgage amount for Financing & Placement Fees, payable from loan proceeds at FHA's "initial endorsement" (construction loan close). This fee assumes no significant reduction in the requested loan amount.	
Closing/Lender Legal Fees:	\$47,500. Includes all Lender legal fees associated with FHA's initial & final endorsement of the loan (construction loan close and conversion to permanent loan).	
Engagement Fees:	\$5,000 non-refundable.	
3 rd -Party Report Estimates:	Market Study	\$ 5,500
	Appraisal	\$10,000
	Environmental Reports	\$15,000
	Lender's Arch/Eng/Cost Reviews	<u>\$10,000</u>
	Total:	\$40,500
HUD Exam/Apl. Fee:	0.30% of the FHA Loan Amount (\$18,600 based Target Loan).	
HUD Annual MIP:	0.45% annually.	
HUD Inspection Fee:	0.50% of the FHA Loan Amount (\$31,000 based Target Loan).	
Replacement Reserve:	\$506 per unit based HUD-required calculation (0.006 x Main Structures).	

Ashley Scholars Landing I
Loan Engagement

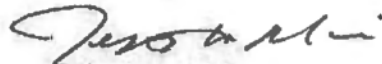
Subordinate Debt: Written evidence from any State and Local Agencies of their willingness to conform to the U.S. Department of HUD subordinate financing requirements as detailed in Chapter 8.9 of HUD's MAP Guide (multifamily processing guidebook).

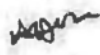
We estimate that upon engagement the approximate time frame to underwrite and close this transaction will be 9-12 months. Processing time depends on several factors- which can shorten or lengthen the process- including the HUD field office's workload at time when the loan enters HUD's processing queue, whether the Borrower elects (with HUD agreement) to pursue single or two stage application processing with the Lender, architect's capacity to timely delivery of plans & specifications for the selected processing approach, municipal site & building plan approval process, as well as general contractor pricing.

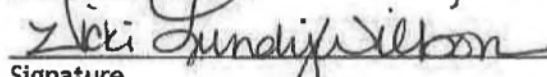
All final FHA loan amounts will be subject to Lender and U.S. Department of HUD review and approval. The FHA firm commitment must be mutually acceptable to both the Lender and the Client.

As a Senior Vice President, the undersigned is authorized to execute this Engagement on behalf of BEREC. Please return an executed copy of this engagement letter to the Lender's address (see page footer). We understand you are pursuing secondary funding/equity sources that are yet to be confirmed, therefore your remittance of the \$5,000 Engagement Fee to Lender is deferred until such time that you wish to commence with active application processing.

Sincerely,


Jeffrey A. Mion
Senior Vice President

Accepted this 5th day of February, 2015. 


Signature

Vicki Lundy Wilbon, Vice President
Print Name Title

January 28, 2015

Project Owner/Applicant: UH Scholars Partnership IV, LP
Developer: Integral
Contact Person: Joy Fitzgerald
Contact Address: 230 John Wesley Dobbs Avenue
City, State, Zip: Atlanta, GA 30303
Contact Phone: 404-685-4377
Contact email: joy.fitzgerald@atlantahousing.org

Project Name: Ashley Scholars Landing II
Project City/County: Atlanta/Fulton
Type of Development: New Construction
Target Population: Family

Estimated Tax-exempt Bond Amount: \$15,700,000
Annual Federal/State Credit Amount: \$ 691,013

RESERVATION LETTER

The Georgia Department of Community Affairs (DCA) has received a Request for a Reservation of 4% federal and State credits for the above project.

The project owner has represented to DCA that the development will be financed by a tax-exempt obligation of the type described in Section 42(h) (4) of the IRC. The inducement resolution for the bonds was issued by Atlanta's Urban Residential Finance Authority on December 18, 2014. The project owner has also represented that such tax-exempt obligation will finance 50 percent or more of the aggregate basis of the land and building(s) of the project. As such, the project is eligible for low income housing tax credits with respect to its qualified basis without receiving an allocation of credits from Georgia's housing credit ceiling if the project satisfies all applicable requirements for an allocation of Federal and State housing credits under the QAP. DCA has determined that the project meets the requirements necessary for a reservation of Federal and State 4% housing credits in the amount of \$ 691,013.

The following is a summary of the proposed property:

Project Location: The intersection of Atlanta Student Movement Blvd and Roach Street, Southwest, Atlanta, Georgia 30314 (exact address to be assigned). The Project is adjacent to the campuses of Spelman College, Morehouse College, Morehouse School of Medicine and Clark Atlanta University, collectively known as the Atlanta University Center ("AUC") in Atlanta, Georgia. After three quarters of a century, the University Homes community reached the end of its useful life, and demolition was completed in 2009. The new community is known as Scholars

Landing. The first phase at the former University Homes site, Veranda at Scholars Landing, an independent living senior building, was completed in 2013. A second phase, an affordable assisted living facility to be known as Oasis at Scholars Landing is under construction and scheduled for completion in 2015.

Project Concept: Ashley Scholars Landing II will consist of 207 multi-family residential units, which will include 103 (50%) affordable units at 60% AMI (subsidized by Section 8 Project Based Rental Assistance (PBRA) from Atlanta Housing Authority), 28 tax credit only units (13%), and 76 (37%) market rate units. The property will also include approximately 10,000 square feet of retail space on the ground floor (to be financed separately). The unit mix is summarized below:

Unit Count:	Total Units	PBRA/LIHTC @ 60% AMI	LIHTC	Market
1 Bed / 1 Bath	39	12	9	18
2 Bed / 2 Bath	114	45	14	55
3 Bed / 2 Bath	52	44	5	3
4 Bed / 2 Bath	2	2	0	0
Total	207	103	28	76

The variety of floor plans and affordability levels will allow Ashley Scholars Landing II to be marketable to a diverse resident population. The target population will be young professionals and families.

Amenities: Ashley Scholars Landing II will be rich in amenities. EnergyStar refrigerators and dishwashers, in-sink disposals, microwaves, stoves with powder-based fire suppression canisters, and washers and dryers will be standard appliances in every unit. Units will also feature ceiling fans and programmable thermostats. Construction will include mechanical system and HVAC upgrades, current water conservation techniques, efficient energy management systems, indoor air quality solutions, fire and security systems, and consistent maintenance services as outlined in the guidelines from Georgia Power. The units will also be pre-wired for security.

Community amenities for Ashley Scholars Landing II include, but not be limited to, business center, furnished arts & crafts room, and a recycling center. Ashley Scholars Landing II will feature a spacious community room to serve as meeting and event space that leads to a covered exterior gathering space.

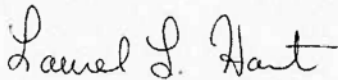
Sustainability: Ashley Scholars Landing II will be designed to meet certification through the EarthCraft Multifamily Program for 2006 IECC Climate Zone 3 – Mixed Humid Climate. The EarthCraft Multifamily Program is sponsored by the Southface Energy Institute. Through the EarthCraft Multifamily certification process, Ashley Scholars Landing I will also earn ENERGY STAR certification. Properties certified by the EarthCraft program meet strict energy efficiency criteria in the planning, construction, and operational phases. Ashley Scholars Landing II will use resource efficient design and building materials, careful construction waste management and recycling, and energy efficient building envelopes and systems to lower the environmental impact of construction and to reduce the resource consumption by residents.

DCA has determined that the project will meet the requirements necessary for a reservation of Federal and State 4% housing credits in the amount of \$ 691,013.

In issuing this Reservation, DCA has relied on the information submitted by the project owner and has assumed that such information is accurate and complete in all material respects. DCA reserves the right to revoke this Reservation Letter if DCA discovers that the project owner has provided erroneous or fraudulent information. Any significant changes, including the financing structure, project team, syndicator or scope of work must receive prior written approval by DCA and remain consistent with the QAP, IRC, and all applicable regulations.

As any project is an ongoing process, the project owner may be asked to submit additional information, such as receipt of the CNI Implementation grant, or to clarify certain matters during this process. Upon completion of the project, the owner must submit an application for Final Credit Allocation in the form prescribed by DCA. The processing of this final allocation application will include review of the DCA final physical inspection upon completion of the project rehabilitation, compliance review, review of the final cost certification, and determination of the Federal and State credits. The final credit assignments to the project will not exceed the amount of housing credit the project is qualified to receive under Sec. 42(m)(2) of the IRC, subject to any applicable per unit cost limitations.

Sincerely,

A handwritten signature in cursive script, reading "Laurel L. Hart".

Laurel L. Hart, Director
Housing Finance & Development Division



February 3, 2015

Vicki Lundy Wilbon
UH Scholars Partnership IV, LP
191 Peachtree Street, NE, Suite 4100
Atlanta, Georgia 30303

Re: Ashley Scholars Landing Phase II

Dear Ms. Wilbon:

The letter is a commitment by Enterprise Community Investment, Inc. (Enterprise) for providing equity to the above referenced project in Atlanta, GA.

Enterprise is one of the leading Syndicators of Low Income Housing Tax Credits. Since the enactment of the federal Low Income Housing Tax Credit program in 1986, Enterprise has raised more than \$14.0 billion in equity from more than 180 corporate investors for the development of low income housing.

1. Price

This commitment is based on a preliminary review of the information provided by MBS-Integral UCNI, LLC. The project is expected to generate a Federal Low Income Housing Tax Credit allocation of approximately \$691,013 and a Georgia State Low Income Housing Tax Credit allocation of approximately \$691,013, assuming that 131 of the 207 units qualify for tax credits. We are assuming an equity raise of \$0.96 on the Federal tax credit dollar and \$0.44 on the GA State tax credit dollar for 99.98% of the tax credits, would be contributed to the project. At this pricing, the project will generate an equity investment in the amount of \$9,672,855.

We are prepared to fund the capital contributions in multiple installments under a negotiated pay-in schedule. Prior to closing, we will confirm your equity needs to ensure that they meet your requirements. Our pay-in schedule is as follows:

Conditions	Amount Paid	Percent Paid
Initial Closing	\$ 1,934,571	20%
During Construction	\$ 4,836,428	50%
100% Completion	\$ 967,286	10%
Final Endorsement	\$ 1,450,928	15%
Tax Return & Receipt of 8609	\$ 483,643	5%
TOTAL	\$ 9,672,855	100%

Enterprise will pay its own legal fees, and we do not charge anything for due diligence fees.

2. Operating Benefits and Residuals

The profits, losses and tax credits of the Partnership will be shared among the partners as follows: 99.98% to the Limited Partner, 0.01% to the State Limited Partner, and 0.01% to the General Partner. MBS-Integral UCNI, LLC will be the Developer. Cash flow will be split 80% to the General Partner where the cash flow to the General Partner is accompanied by a special allocation of an equal amount of income (equivalent to a deductible fee from the partnership's perspective) and 20% to the Limited Partner.

Refinance or sale proceeds will be split 80% to the General Partner, 20% to the Limited Partner.

The General Partner shall have the right to assign its interest to a non-profit entity. The non-profit assignee shall have the right of refusal which will allow the entity to purchase the Project for a price equal to the sum of: i) any taxes payable by the Limited Partner that result from the sale, and ii) any outstanding debt.

The Limited Partner will have an absolute right to withdraw from the Partnership at any time after the end of the credit period as defined in the Code.

3. Guarantees

The General Partner and Guarantor will be required to guarantee obligations of the General Partner, including but not limited to construction completion, operating deficits, tax credit compliance guarantee, and repurchase guarantee. The General Partner and Guarantor must demonstrate to Enterprise, in its sole and absolute discretion, its ability to provide meaningful guarantees.

This commitment is contingent on final underwriting, due diligence, and Investor approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen D. Smith", followed by a long horizontal line extending to the right.

Stephen D. Smith
Vice President, Syndication

February 5, 2015 (all previous versions are void)

UH Scholars Partnership IV, LP
191 Peachtree Street, NE, Suite 4100
Atlanta, Georgia 30303

Attention: Ms. Vicki Lundy Wilbon

Subject: Loan Engagement

Dear Ms. Wilbon,

Bellwether Enterprise Real Estate Capital, LLC ("we", "Lender", or "BEREC") appreciates the opportunity to provide the debt necessary to finance the project listed below.

This is an engagement for both construction & permanent financing for the referenced development. Upon issuance of an acceptable FHA commitment to Lender and Borrower, Lender will fund the construction loan and permanent loan pursuant to the following general terms:

Project Location:	Ashley Scholars Landing II, Atlanta, GA
Number of Units:	<u>207</u>
Existing Indebtedness:	(none provided)
Target Loan Amount:	<u>\$8,950,000</u> - While our underwriting and initial assessment would support additional mortgage loan proceeds, we recognize the requested loan is generally driven by the cash flow requirements of the tax credit/equity investor.
Target Interest Rate:	<u>5.50%</u> for both construction and permanent loan. The rate is locked prior to closing the construction loan and is fixed for both the construction and permanent loan (no rate re-setting between construction and permanent loan). If a Firm commitment from HUD were in hand <u>today</u> , a rate nearer 4.00% would likely be attainable. However, given the proposed transaction closing is likely to be as much as 18 months forward from today, the target rate at 5.50% for proforma underwriting purposes is felt to be a sufficient "hedge" against potential rate increase over time.
Prepayment Terms:	A permanent lockout or 2 years followed by a prepayment penalty of 8% the 3 rd years declining by 1% per year through year 10. No penalty thereafter.

Ashley Scholars Landing II
Loan Engagement

Short Term TE Bonds:	\$15,700,000. Expected to be underwritten and issued by a 3 rd -party in an amount sufficient to satisfy the "50% test" (of Total Development Costs).	
FHA Insurance Program:	221(d)4 for New Construction.	
Disbursement Conditions:	Pursuant to the FHA Section 221(d)4 program. We have experience closing transactions that use short term tax exempt bonds and tax credits along with FHA 221d4.	
Construction Term:	<u>14</u> months based Integral's presentation of a 12 month construction term. HUD requires addition of 2 months for administrative conversion to permanent loan.	
Permanent Term:	40 Years (480 months).	
Security:	The loan will be secured by a first lien on all project assets.	
Non-Recourse Loan:	The loan will be non-recourse, excepting the carve outs for Key Principals as identified in Item Number 50 of the HUD Regulatory Agreement 92466M.	
Lender Financing Fees:	A combined fee equal to 2.0% of the mortgage amount for Financing & Placement Fees, payable from loan proceeds at FHA's "initial endorsement" (construction loan close). This fee assumes no significant reduction in the requested loan amount.	
Closing/Lender Legal Fees:	\$47,500. Includes all Lender legal fees associated with FHA's initial & final endorsement of the loan (construction loan close and conversion to permanent loan).	
Engagement Fees:	\$5,000 non-refundable.	
3 rd -Party Report Estimates:	Market Study	\$ 5,500
	Appraisal	\$10,000
	Environmental Reports	\$15,000
	Lender's Arch/Eng/Cost Reviews	<u>\$11,000</u>
	Total:	\$41,500
HUD Exam/Appl. Fee:	0.30% of the FHA Loan Amount (\$26,850 based Target Loan).	
HUD Annual MIP:	0.45% annually.	
HUD Inspection Fee:	0.50% of the FHA Loan Amount (\$44,750 based Target Loan).	
Replacement Reserve:	\$522 per unit based HUD-required calculation (0.006 x Main Structures).	

Ashley Scholars Landing II
Loan Engagement

Subordinate Debt: Written evidence from any State and Local Agencies of their willingness to conform to the U.S. Department of HUD subordinate financing requirements as detailed in Chapter 8.9 of HUD's MAP Guide (multifamily processing guidebook).

We estimate that upon engagement the approximate time frame to underwrite and close this transaction will be 9-12 months. Processing time depends on several factors- which can shorten or lengthen the process- including the HUD field office's workload at time when the loan enters HUD's processing queue, whether the Borrower elects (with HUD agreement) to pursue single or two stage application processing with the Lender, architect's capacity to timely delivery of plans & specifications for the selected processing approach, municipal site & building plan approval process, as well as general contractor pricing.

All final FHA loan amounts will be subject to Lender and U.S. Department of HUD review and approval. The FHA firm commitment must be mutually acceptable to both the Lender and the Client.

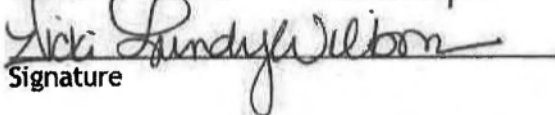
As a Senior Vice President, the undersigned is authorized to execute this Engagement on behalf of BEREC. Please return an executed copy of this engagement letter to the Lender's address (see page footer). We understand you are pursuing secondary funding/equity sources that are yet to be confirmed, therefore your remittance of the \$5,000 Engagement Fee to Lender is deferred until such time that you wish to commence with active application processing.

Sincerely,



Jeffrey A. Mion
Senior Vice President

Accepted this 5th day of February, 2015. *ADW*


Signature

Vicki Lundy Wilbon, Vice President
Print Name Title



January 26, 2015

Mrs. Joy Fitzgerald
Interim President and CEO
Atlanta Housing Authority
230 John Wesley Dobbs Ave.
Atlanta, GA 30303

RE: Commitment of New Markets Tax Credit (NMTC) Allocation - Scholar's Landing Project, Atlanta, GA

Dear Mrs. Fitzgerald:

Atlanta Emerging Markets, Inc. (AEMI), a Community Development Entity (CDE) controlled by Invest Atlanta, the City's official economic development authority, understands that Integral is a development firm working in partnership with the Atlanta Housing Authority (AHA), City of Atlanta, Invest Atlanta, and other partners on a Transformation Plan for the Atlanta University Center Neighborhoods of Atlanta, Georgia. This NMTC allocation commitment letter is written in conjunction with the Choice Neighborhoods Implementation Grant (Choice Grant) being submitted by AHA to the U.S. Department of Housing and Urban Development, and this commitment is contingent on an award of the Choice Grant and the other terms and conditions of this letter.

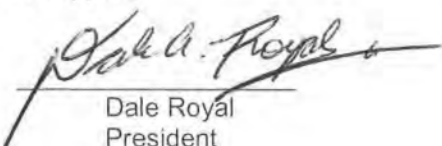
We understand that a critical component of the Transformation Plan includes expansion of educational and employment opportunities in the Atlanta University Center Neighborhoods to benefit the residents of the community. To achieve that goal, Integral is proposing to develop 10,000 square feet of new retail space in a mixed-use building and 18,000 square feet of renovated commercial space in an historic building. As part of your financing proposal you have included approximately \$8,000,000 in NMTC allocation as one of the sources of funding for a \$9 million project.

AEMI has received \$148 million of New Markets Tax Credit Allocations from the U.S. Treasury, including a total of \$68 million in the two most recent competitive rounds, announced in 2013 and 2014. AEMI is currently focused on deploying these resources in support of highly impactful community-based development projects located within the City of Atlanta. Based on the materials you have provided regarding the Scholar's Landing project, the broader Transformation Plan for the Atlanta University Center Neighborhoods, the strength of the Integral team, and the project's qualification and overall merit as a NMTC-enhanced investment opportunity, AEMI is making a commitment of \$8,000,000 in NMTC allocation to this project subject to the receipt of the Choice Grant and the other terms and conditions of this letter.

This commitment of allocation from AEMI is contingent upon, among other things, completion of due diligence review (including but not limited to industry standard underwriting, compliance, structuring/leverage and other due diligence materials acceptable to AEMI), the negotiation and execution of definitive agreements (including but not limited to standard completion, QALICB, and payment guaranties from the relevant parties acceptable to AEMI) and the award of the Choice Grant. This transaction must close within ninety (90) days of the Choice Neighborhood Grant agreement execution date or this letter will become null and void without further notice. Additionally, this letter will become null and void without further notice in the event that the Choice Grant is denied.

We look forward to working with you on this exciting development!

In Support,


Dale Royal
President



Fifth Third Community Development Corporation

5747 Perimeter Drive, Suite 253, Dublin, OH 43017

January 29, 2015

Vicki Lundy-Wilbon, President
Community Development Integral
191 Peachtree Street, Suite 4100
Atlanta, GA 30303

Dear Ms. Lundy-Wilbon:

The purpose of this letter is to express our commitment to participate as an equity investor in the mixed-use development at Scholar's Landing in cooperation with Atlanta Emerging Markets, Inc or it's to be formed subsidiary Community Development Entities (CDE's) and commit funds for a Qualified Equity Investment (QEI) totaling \$8,000,000.00. Our funding is contingent upon the final underwriting of Fifth Third Community Development Corporation's Investment Committee Board and an award of New Markets Tax Credit (NMTC) allocation from Atlanta Emerging Markets, Inc. Funding from Fifth Third Community Development Corporation can be in the form of a leverage loan and/or equity structure.

It is our understanding that our QEI may be used solely for purposes of making investments that meet the definition of a Qualified Low Income Community Investment (QLICI) as defined under the NMTC Program. QLICI's will further be subject to other restrictions as defined under an executed Allocation Agreement with the Community Development Financial Institution Fund and other requirements under a mutually acceptable and executed Operating Agreement between the members of Atlanta Emerging Markets, Inc or its subsidiary CDE's and Fifth Third Community Development Corporation.

Our commitment hereunder is subject to the approval of QLICI's by the appointed investment committee. Further, we reserve the right to review all documentation to ensure such investments meet the definition of a QLICI under Section 45D of the Internal Revenue Code and conform to all requirements under the executed Allocation Agreement with the Community Development Financial Institution Fund.

Fifth Third Community Development Corporation is a subsidiary of Fifth Third Bancorp and is a direct tax credit investor whose portfolio is over \$1.2 Billion in Low Income Housing, Historic and New Market Tax Credits. Fifth Third Bancorp is a diversified financial services company headquartered in Cincinnati, Ohio. The Company has in

excess of \$133 billion in assets, operates 15 affiliates with 1,309 full-service Banking Centers, including 104 Bank Mart locations open seven days a week inside select grocery stores and 2,619 ATMs in Ohio, Kentucky, Indiana, Michigan, Illinois, Florida, Tennessee, West Virginia, Pennsylvania, Missouri, Georgia and North Carolina. Fifth Third operates four main businesses: Commercial Banking, Branch Banking, Consumer Lending and Investment Advisors. Fifth Third also has a 22.8% interest in Vantiv Holding, LLC. Fifth Third is among the largest money managers in the Midwest and, as of June 30, 2014, had \$305 billion in assets under care.

While Fifth Third Community Development Corporation has closed NMTC transactions within our footprint, we are interested investing throughout the country.

We also acknowledge that this letter may be utilized by The Atlanta Housing Authority in conjunction with the submission of a 2015 U.S. Department of Housing and Urban Development (HUD) Choice Neighborhoods Application. We look forward to participating with you as an investor in your NMTC initiatives.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bruce Bryant".

Bruce Bryant, Sr. Vice President
Fifth Third Community Development Corporation



CAPITOL CITY BANK

TRUST COMPANY

February 6, 2015

Vicki Lundy Wilbon
MBS-Integral UCNI, LLC
191 Peachtree Street NE
Atlanta, Georgia 30303

Re: Scholars Landing

Dear Ms. Wilbon:

On behalf of Capitol City Bank & Trust Company, I enthusiastically extend our support of the Atlanta Housing Authority's (AHA) and Integral Development LLC's 2015 CHOICE Application for the revitalization of the Scholars Landing, formerly known as University Homes.

Capitol City Bank is headquartered and deeply vested in the West End community of which the Atlanta University Center is a critical neighborhood. The vision you are creating is the kind of community project in which we like to invest. We support the re-creation of a new master planned, mixed use, mixed finance, mixed-income community including the construction of 373 new multi-family and 160 new senior mixed income apartment units, the construction of 33 affordable and market rate for-sale homes, and the development of community space and neighborhood-serving retail. When the redevelopment is complete, a total of 566 units of housing will be available to families across a range of incomes. In addition, the redevelopment proposal includes the construction of approximately 28,000 square feet of retail and community space.

In support of this revitalization effort and contingent upon award of the CHOICE grant, Capitol City Bank & Trust is committed to working with its financial partners to provide \$7 million in construction financing of 33 for-sale homes, with seven to be reserved for buyers between 80% and 120% of the area median income with estimated sales prices of \$200,000 for 2 bedroom townhomes and \$240,000 for 3 bedroom townhomes subject to a final underwriting analysis of the project. We will also make first mortgage loans available to these home buyers. Based on 30 year, fixed rate mortgages, the total projected mortgage amount for these buyers is \$7 million.

The Scholars Landing CHOICE Neighborhood proposal represents a wonderful opportunity to transform this treasured Atlanta community and significantly improve the quality of life for many people. We are glad to be a part of the initiative and look forward to working with you. This proposal is subject to the banks and the financial partners' normal underwriting and standard guidelines along with any other definitive documents to ascertain the validity of the project.

Regards,

A handwritten signature in cursive script that reads "Ron A. Garrett".

Ron A. Garrett
Group Vice President
Commercial Banking Division
404-215-8164 Direct
404-752-8408 FAX

CC: John Turner, President & CEO

MBS-Integral UCNI, LLC

January 28, 2015

Ms. Joy Fitzgerald
Interim President and Chief Executive Officer
Atlanta Housing Authority
230 John Wesley Dobbs Avenue
Atlanta, Georgia 30303

Re: FY2014 Choice Neighborhood Implementation Grant

Dear Ms. Fitzgerald:

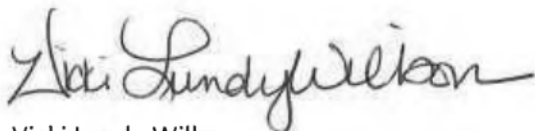
MBS-Integral UCNI, LLC is excited to work with AHA as the Housing Implementation Lead for the Transformation Plan under the FY2014 Choice Neighborhood Implementation Grant. Starting in 1993 with the Revitalization of Techwood and Clark Howell Homes into Centennial Place, Integral and McCormack Baron Salazar have enjoyed a long and successful partnership with AHA in its revitalization efforts and look forward to continuing this partnership with Scholars Landing.

The Housing component of the Transformation Plan includes the development of 33 townhouses, with seven to be sold to homebuyers earning from 80% to 120% of Area Median Income (AMI).

MBS-Integral UCNI, LLC commits that \$1,000,000 million of equity will be provided in support of the homeownership phase, representing ten percent of the projected development cost, contingent on receipt of the Choice Neighborhood Implementation Grant.

Please call me at 404-224-1882 if you have any questions. I wish you success with your application.

Sincerely, 



Vicki Lundy Wilbon
President
Integral Development



Atlanta Housing Authority

February 4, 2015

Jemine A. Bryon, Acting Assistant Secretary
Office of Public Housing Investments
Department of Housing and Urban Development
451 Seventh Street, SW Room 4130
Washington, DC 20410-5000

Re: FY2014 Choice Neighborhoods Implementation Grant Application – Commitment of Earned Program
Income in Support of Housing Plan

Dear Ms. Byron:

Atlanta Housing Authority (AHA) is pleased to support the Housing implementation strategy for the redevelopment of Scholars Landing, which will be a strong catalyst for revitalization of the entire University Choice Neighborhood.

The Housing plan for the University Homes (Scholars Landing) site calls for a multigenerational, mixed-income, mixed-use site with rental, homeownership, commercial and retail components, including the construction of 433 rental units for families and seniors including 229 replacement units, 33 homeownership units, and 28,000 square feet of commercial and retail space.

On February 4, 2015, the AHA Board of Commissioners approved the following commitments of AHA earned program income to support infrastructure and housing development for the on-site housing strategies under the Housing Plan within the overall University Choice Neighborhood Transformation Plan:

\$4,350,000	Public Improvements in support of Scholars Landing revitalization
<u>\$2,900,000</u>	Site remediation work in support of Scholars Landing revitalization
\$7,250,000	Total AHA funding

AHA firmly commits these new resources over the life of the FY2014/2015 Choice Neighborhood Implementation Grant for University Homes, contingent on receipt of the Choice Neighborhood Implementation Grant. If you have any questions, please call me at 404-685-4377.

Sincerely,

Joy W. Fitzgerald
Interim President and Chief Executive Officer

The Housing Authority of the City of Atlanta, Georgia

230 John Wesley Dobbs Avenue, N.E. • Atlanta, Georgia 30303-2421 • Phone: 404.892.4700 • www.atlantahousing.org

**Attachment 54:
Evidence of Low Income Housing Tax Credit
(LIHTC) Allocation**

**Applicant:
Atlanta Housing Authority**

**File Name:
AHAAAtt54LIHTC.pdf**

January 28, 2015

Project Owner/Applicant: UH Scholars Partnership III, LP
Developer: Integral
Contact Person: Joy Fitzgerald
Contact Address: 230 John Wesley Dobbs Avenue
City, State, Zip: Atlanta, GA 30303
Contact Phone: 404-685-4377
Contact email: joy.fitzgerald@atlantahousing.org

Project Name: Ashley Scholars Landing I
Project City/County: Atlanta/Fulton
Type of Development: New Construction
Target Population: Family

Estimated Tax-exempt Bond Amount: \$13,500,000
Annual Federal/State Credit Amount: \$ 357,563

RESERVATION LETTER

The Georgia Department of Community Affairs (DCA) has received a Request for a Reservation of 4% federal and State credits for the above project.

The project owner has represented to DCA that the development will be financed by a tax-exempt obligation of the type described in Section 42(h) (4) of the IRC. The inducement resolution for the bonds was issued by Atlanta's Urban Residential Finance Authority on December 18, 2014. The project owner has also represented that such tax-exempt obligation will finance 50 percent or more of the aggregate basis of the land and building(s) of the project. As such, the project is eligible for low income housing tax credits with respect to its qualified basis without receiving an allocation of credits from Georgia's housing credit ceiling if the project satisfies all applicable requirements for an allocation of Federal and State housing credits under the QAP. DCA has determined that the project meets the requirements necessary for a reservation of Federal and State 4% housing credits in the amount of \$ 357,563.

The following is a summary of the proposed property:

Project Location: The intersection of Atlanta Student Movement Blvd and John Hope Drive, Southwest, Atlanta, Georgia 30314 (exact address to be assigned). The Project is adjacent to the campuses of Spelman College, Morehouse College, Morehouse School of Medicine and Clark Atlanta University, collectively known as the Atlanta University Center ("AUC") in Atlanta, Georgia. After three quarters of a century, the University Homes community reached the end of its useful life, and demolition was completed in 2009. The new community is known as Scholars

Landing. The first phase at the former University Homes site, Veranda at Scholars Landing, an independent living senior building, was completed in 2013. A second phase, an affordable assisted living facility to be known as Oasis at Scholars Landing is under construction and scheduled for completion in 2015.

Project Concept: Ashley Scholars Landing I will consist of 166 multi-family residential units, which will include 66 (40%) affordable units at 60% AMI (subsidized by Section 8 Project Based Rental Assistance (PBRA) from Atlanta Housing Authority) and 100 (60%) market rate units. The unit mix is summarized below:

Unit Count:	Total Units	PBRA/LIHTC @ 60% AMI	LIHTC	Market
Studio	10	0	0	10
1 Bed 1 Bath	83	18	0	65
2 Bed 2 Bath	60	35	0	25
3 Bed 2 Bath	13	13	0	0
Total	166	66	0	100

The variety of floor plans and affordability levels will allow Ashley Scholars Landing I to be marketable to a diverse resident population. The target population will be young professionals and families.

Amenities: Ashley Scholars Landing I will be rich in amenities. EnergyStar refrigerators and dishwashers, in-sink disposals, microwaves, stoves with powder-based fire suppression canisters, and washers and dryers will be standard appliances in every unit. Units will also feature ceiling fans and programmable thermostats. Construction will include mechanical system and HVAC upgrades, current water conservation techniques, efficient energy management systems, indoor air quality solutions, fire and security systems, and consistent maintenance services as outlined in the guidelines from Georgia Power. The units will also be pre-wired for security.

Community amenities for Ashley Scholars Landing I include, but not be limited to, business center, furnished arts & crafts room, and a recycling center. Ashley Scholars Landing I will feature a spacious community room to serve as meeting and event space that leads to a covered exterior gathering space.

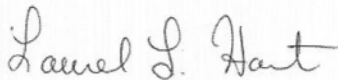
Sustainability: Ashley Scholars Landing I will be designed to meet certification through the EarthCraft Multifamily Program for 2006 IECC Climate Zone 3 – Mixed Humid Climate. The EarthCraft Multifamily Program is sponsored by the Southface Energy Institute. Through the EarthCraft Multifamily certification process, Ashley Scholars Landing I will also earn ENERGY STAR certification. Properties certified by the EarthCraft program meet strict energy efficiency criteria in the planning, construction, and operational phases. Ashley Scholars Landing I will use resource efficient design and building materials, careful construction waste management and recycling, and energy efficient building envelopes and systems to lower the environmental impact of construction and to reduce the resource consumption by residents.

DCA has determined that the project will meet the requirements necessary for a reservation of Federal and State 4% housing credits in the amount of \$ 357,563.

In issuing this Reservation, DCA has relied on the information submitted by the project owner and has assumed that such information is accurate and complete in all material respects. DCA reserves the right to revoke this Reservation Letter if DCA discovers that the project owner has provided erroneous or fraudulent information. Any significant changes, including the financing structure, project team, syndicator or scope of work must receive prior written approval by DCA and remain consistent with the QAP, IRC, and all applicable regulations.

As any project is an ongoing process, the project owner may be asked to submit additional information, such as receipt of the CNI Implementation grant, or to clarify certain matters during this process. Upon completion of the project, the owner must submit an application for Final Credit Allocation in the form prescribed by DCA. The processing of this final allocation application will include review of the DCA final physical inspection upon completion of the project rehabilitation, compliance review, review of the final cost certification, and determination of the Federal and State credits. The final credit assignments to the project will not exceed the amount of housing credit the project is qualified to receive under Sec. 42(m)(2) of the IRC, subject to any applicable per unit cost limitations.

Sincerely,

A handwritten signature in cursive script that reads "Laurel L. Hart".

Laurel L. Hart, Director
Housing Finance & Development Division

January 28, 2015

Project Owner/Applicant: UH Scholars Partnership IV, LP
Developer: Integral
Contact Person: Joy Fitzgerald
Contact Address: 230 John Wesley Dobbs Avenue
City, State, Zip: Atlanta, GA 30303
Contact Phone: 404-685-4377
Contact email: joy.fitzgerald@atlantahousing.org

Project Name: Ashley Scholars Landing II
Project City/County: Atlanta/Fulton
Type of Development: New Construction
Target Population: Family

Estimated Tax-exempt Bond Amount: \$15,700,000
Annual Federal/State Credit Amount: \$ 691,013

RESERVATION LETTER

The Georgia Department of Community Affairs (DCA) has received a Request for a Reservation of 4% federal and State credits for the above project.

The project owner has represented to DCA that the development will be financed by a tax-exempt obligation of the type described in Section 42(h) (4) of the IRC. The inducement resolution for the bonds was issued by Atlanta's Urban Residential Finance Authority on December 18, 2014. The project owner has also represented that such tax-exempt obligation will finance 50 percent or more of the aggregate basis of the land and building(s) of the project. As such, the project is eligible for low income housing tax credits with respect to its qualified basis without receiving an allocation of credits from Georgia's housing credit ceiling if the project satisfies all applicable requirements for an allocation of Federal and State housing credits under the QAP. DCA has determined that the project meets the requirements necessary for a reservation of Federal and State 4% housing credits in the amount of \$ 691,013.

The following is a summary of the proposed property:

Project Location: The intersection of Atlanta Student Movement Blvd and Roach Street, Southwest, Atlanta, Georgia 30314 (exact address to be assigned). The Project is adjacent to the campuses of Spelman College, Morehouse College, Morehouse School of Medicine and Clark Atlanta University, collectively known as the Atlanta University Center ("AUC") in Atlanta, Georgia. After three quarters of a century, the University Homes community reached the end of its useful life, and demolition was completed in 2009. The new community is known as Scholars

Landing. The first phase at the former University Homes site, Veranda at Scholars Landing, an independent living senior building, was completed in 2013. A second phase, an affordable assisted living facility to be known as Oasis at Scholars Landing is under construction and scheduled for completion in 2015.

Project Concept: Ashley Scholars Landing II will consist of 207 multi-family residential units, which will include 103 (50%) affordable units at 60% AMI (subsidized by Section 8 Project Based Rental Assistance (PBRA) from Atlanta Housing Authority), 28 tax credit only units (13%), and 76 (37%) market rate units. The property will also include approximately 10,000 square feet of retail space on the ground floor (to be financed separately). The unit mix is summarized below:

Unit Count:	Total Units	PBRA/LIHTC @ 60% AMI	LIHTC	Market
1 Bed / 1 Bath	39	12	9	18
2 Bed / 2 Bath	114	45	14	55
3 Bed / 2 Bath	52	44	5	3
4 Bed / 2 Bath	2	2	0	0
Total	207	103	28	76

The variety of floor plans and affordability levels will allow Ashley Scholars Landing II to be marketable to a diverse resident population. The target population will be young professionals and families.

Amenities: Ashley Scholars Landing II will be rich in amenities. EnergyStar refrigerators and dishwashers, in-sink disposals, microwaves, stoves with powder-based fire suppression canisters, and washers and dryers will be standard appliances in every unit. Units will also feature ceiling fans and programmable thermostats. Construction will include mechanical system and HVAC upgrades, current water conservation techniques, efficient energy management systems, indoor air quality solutions, fire and security systems, and consistent maintenance services as outlined in the guidelines from Georgia Power. The units will also be pre-wired for security.

Community amenities for Ashley Scholars Landing II include, but not be limited to, business center, furnished arts & crafts room, and a recycling center. Ashley Scholars Landing II will feature a spacious community room to serve as meeting and event space that leads to a covered exterior gathering space.

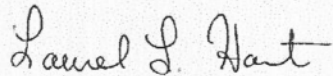
Sustainability: Ashley Scholars Landing II will be designed to meet certification through the EarthCraft Multifamily Program for 2006 IECC Climate Zone 3 – Mixed Humid Climate. The EarthCraft Multifamily Program is sponsored by the Southface Energy Institute. Through the EarthCraft Multifamily certification process, Ashley Scholars Landing I will also earn ENERGY STAR certification. Properties certified by the EarthCraft program meet strict energy efficiency criteria in the planning, construction, and operational phases. Ashley Scholars Landing II will use resource efficient design and building materials, careful construction waste management and recycling, and energy efficient building envelopes and systems to lower the environmental impact of construction and to reduce the resource consumption by residents.

DCA has determined that the project will meet the requirements necessary for a reservation of Federal and State 4% housing credits in the amount of \$ 691,013.

In issuing this Reservation, DCA has relied on the information submitted by the project owner and has assumed that such information is accurate and complete in all material respects. DCA reserves the right to revoke this Reservation Letter if DCA discovers that the project owner has provided erroneous or fraudulent information. Any significant changes, including the financing structure, project team, syndicator or scope of work must receive prior written approval by DCA and remain consistent with the QAP, IRC, and all applicable regulations.

As any project is an ongoing process, the project owner may be asked to submit additional information, such as receipt of the CNI Implementation grant, or to clarify certain matters during this process. Upon completion of the project, the owner must submit an application for Final Credit Allocation in the form prescribed by DCA. The processing of this final allocation application will include review of the DCA final physical inspection upon completion of the project rehabilitation, compliance review, review of the final cost certification, and determination of the Federal and State credits. The final credit assignments to the project will not exceed the amount of housing credit the project is qualified to receive under Sec. 42(m)(2) of the IRC, subject to any applicable per unit cost limitations.

Sincerely,

A handwritten signature in cursive script that reads "Laurel L. Hart".

Laurel L. Hart, Director
Housing Finance & Development Division

Attachment 53:
Neighborhood Leverage Documentation

Applicant:
Atlanta Housing Authority

File Name:
AHAAtt53NeighLev.pdf

Attachment 53: *Neighborhood Resources*

OMB Approval No. 2577-0269
(exp. 1/31/2015)

List all funds that will be used for Neighborhood Development only. For each resource you list, you must provide a commitment document behind this Attachment that meets the standards described in the match and leveraging section of the NOFA. The amounts listed on this form must be consistent with the amounts listed on the Sources & Uses Attachment and the amounts in each resource commitment document.

Source of Neighborhood Leverage Resource	Dollar Value of Resource	Page # of Commitment Document	HUD Use Only Amount Approved
City of Atlanta Watershed Mgt	\$ 3,500,000.00	2	\$
City of Atlanta Boone Boulevard Green Street	1,750,000.00	2	
City of Atlanta Parks-Vine City Park Development	270,000.00	2	
City of Atlanta-Kennedy Park Playground	115,408.00	2	
City of Atlanta Public Works	12,153,223.00	2	
City of Atlanta Planning and Comm Dev.	1,263,376.00	2	
Belt Line	8,400,000.00	5	
Invest Atlanta (see project list)	18,548,383.00	8	
Brock Built Homes, LLC	3,595,497.00	11	
Boys and Girls Club of Metro Atlanta	1,786,480.00	13	
ARC	5,764,158.00	16	
MARTA	31,400,000.00	18	
Spelman College	18,000,000.00	19	
Clark Atlanta University (\$115m - \$69.5m)	45,500,000.00	22	
Friendship Baptist LLC/MBS (MI/MU Hsg)	32,700,000.00	27	
Friendship Baptist LLC/MBS (Senior Hsg)	23,900,000.00	27	
Quest Community Dev Organization (Quest III)	3,500,000	32	
Page Total	\$ 212,146,525.00		\$ 0.00

Page ____ of ____



CITY OF ATLANTA

55 TRINITY AVE, S.W.
ATLANTA, GEORGIA 30335-0300

TEL (404) 330-6100

KASIM REED
MAYOR

February 1, 2015

Ms. Joy Fitzgerald
Interim CEO and President
Atlanta Housing Authority
230 John Wesley Dobbs Avenue
Atlanta, Georgia 30303

RE: FY2014 Choice Neighborhoods Implementation Application

Dear Ms. Fitzgerald:

The City of Atlanta is pleased to partner with the Atlanta Housing Authority to revitalize University Homes and the surrounding neighborhood. The City firmly supports the potential of the University Choice Neighborhood to become a safe, walkable intown neighborhood that attracts a diversity of households and businesses. We have recently invested in and will continue to develop key projects and initiatives that support and catalyze further public and private investment in the University Choice Neighborhood.

These initiatives include improving environmental and health conditions, promoting green infrastructure, and enhancing streetscapes for riders, bikers, and pedestrians along key thoroughfares. Specifically, the City of Atlanta is firmly committing to the \$19,052,007 in neighborhood improvements as evidenced in the attachment to this letter. Additional investments to develop the southwest portion of the Atlanta BeltLine are included in a separate commitment letter.

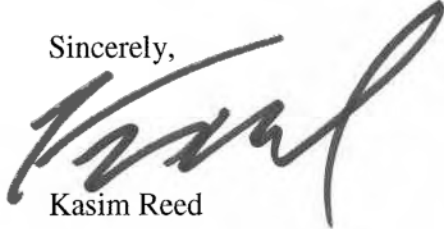
These improvements were started after February 2012 and will be completed no later than 2018. In addition, the City will commit the requisite staff resources to implement these investments and coordinate initiatives across the various City departments.

To reinforce the importance of the University Choice Neighborhood to the economic development of the City, we have also submitted a Promise Zone application for this area and the neighborhood directly to the north. By focusing our public resources, and those of Invest Atlanta, the City's economic development agency, we have already created substantial momentum for the turnaround of the University Choice Neighborhood.

Joy Fitzgerald
February 1, 2015
Page 2

We look forward to our continued collaboration with the Atlanta Housing Authority in implementing the community-driven Transformation Plan for the University Choice Neighborhood.

Sincerely,

A handwritten signature in black ink, appearing to read "Kasim Reed", with a large, stylized flourish extending from the end of the signature.

Kasim Reed

<i>City of Atlanta Neighborhood Investments in University Choice Neighborhood 2012 - 2018</i>		
<i>Department</i>	<i>Project</i>	<i>Cost</i>
Watershed Management	Vine Street Brownfield Remediation for Mims Park	\$3,500,000
	Boone Boulevard Green Street project to connect Beltline to Mims Park and Centennial Park	\$1,750,000
Parks and Recreation	Vine City Park development - new park with walkways, mini amphitheater, playground, landscaping, lighting, site furnishings.	\$270,000
	J.F. Kennedy Park - installation of new playground	\$115,408
Public Works	Harris Homes Streetscapes - Installation of streetscape elements on Lowery Blvd. from Park to Sells Ave. including ADA ramps, brick pavers, lighting, landscaping.	\$1,400,000
	MLK Boulevard Bicycle and Pedestrian facilities - MLK from Ollie to Walnut; reduce vehicular lanes to add dedicated bike lanes and a raised median; add pedestrian crossings; bike signage and markings to connect to Westside Trail	\$1,408,000
	James P. Brawley Gateway Project and Bicycle Blvd as part of Atlanta's first bicycle boulevard and neighborhood greenway connecting neighborhood with Westside Trail and AUC Schools	\$1,219,223
	Recovery Zone Federal Funds used to support traffic signal improvements, crosswalks, street name signs and ADA ramps.	\$5,624,000
	Installation of traffic controlling equipment including Northside Drive (US 19,41 SR 3) and Donald lee Hollowell Parkway (US 78, SR 8) in the Choice Neighborhoods.	\$2,502,000
Planning and Community Development	Affordable Housing Development in the Ashview Heights and Vine City neighborhoods	\$1,263,376
Total City Investments		\$19,052,007