

## Before Starting the Project Application

**To ensure that the Project Application is completed accurately, ALL project applicants should review the following information BEFORE beginning the application.**

Things to Remember:

- The available funds are specifically for the creation of new units of PSH through new construction, rehabilitation, or acquisition. - No more than 20 percent of the funding requested may include other eligible CoC Program costs as outlined in the CoC Builds NOFO.
  - No more than 10 percent of the funding requested may include program administrative costs.
- Questions related to the CoC Builds NOFO must be submitted to [CoCBUILDS@hud.gov](mailto:CoCBUILDS@hud.gov).
- Questions related to e-snaps functionality (e.g., password reset, lockout, access to account) must be submitted to [e-snaps@hud.gov](mailto:e-snaps@hud.gov).
- You must have a Unique Entity Identifier (UEI) and active SAM.gov registration.
- Complete or update (as applicable) the Project Applicant Profile in e-snaps, particularly the Authorized Representative and Alternate Representative forms as HUD uses this information to contact you if additional information is required (e.g., allowable technical deficiency).

## 1A. SF-424 Application Type

**1. Type of Submission:**

**2. Type of Application:** CoC Builds Project Application

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

**If "Other", specify:**

**3. Date Received:** 06/12/2025

**4. Applicant Identifier:**

**a. Federal Entity Identifier:**

**5. Federal Award Identifier:**

**6. Date Received by State:**

**7. State Application Identifier:**

## 1B. SF-424 Legal Applicant

### 8. Applicant

**a. Legal Name:** Refuge Village

**b. Employer/Taxpayer Identification Number (EIN/TIN):** 88-2464603

**c. Unique Entity Identifier:** FKYYCXUDK465

### d. Address

**Street 1:** 28 Silverwood Ct.

**Street 2:**

**City:** North Little Rock

**County:** Pulaski

**State:** Arkansas

**Country:** United States

**Zip / Postal Code:** 72116

### e. Organizational Unit (optional)

**Department Name:**

**Division Name:**

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

**Prefix:** Mrs.

**First Name:** Errin

**Middle Name:**

**Last Name:** Stanger

**Suffix:**

**Title:** CEO

**Organizational Affiliation:** Refuge Village

**Applicant:** Refuge Village  
**Project:** Providence Park Homes

882464603  
225802

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**Telephone Number:** (501) 951-1954

**Extension:**

**Fax Number:** (000) 000-0000

**Email:** Errin@providenceparkhome.com

## 1C. SF-424 Application Details

**9. Type of Applicant:** M. Nonprofit with 501C3 IRS Status

**10. Name of Federal Agency:** Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Title:** CoC Program

**Assistance Listing:** 14.267

**12. Funding Opportunity Number:** FR-6901-N-25A

**Title:** Continuum of Care Builds (CoC Builds)

**13. Competition Identification Number:**

**Title:**

## 1D. SF-424 Congressional District(s)

**14. Area(s) affected by the project (state(s) only):** Arkansas  
(for multiple selections hold CTRL key)

**15. Descriptive Title of Applicant's Project:** Providence Park Homes

**16. Congressional District(s):**

**16a. Applicant:** AR-002

**16b. Project:** AR-002  
(for multiple selections hold CTRL key)

**17. Proposed Project**

**a. Start Date:** 10/01/2025

**b. End Date:** 10/01/2030

**18. Estimated Funding (\$)**

**a. Federal:**

**b. Applicant:**

**c. State:**

**d. Local:**

**e. Other:**

**f. Program Income:**

**g. Total:**

## 1E. SF-424 Compliance

**19. Is the Application Subject to Review By State Executive Order 12372 Process?** b. Program is subject to E.O. 12372 but has not been selected by the State for review.

If "YES", enter the date this application was made available to the State for review:

**20. Is the Applicant delinquent on any Federal debt?** No

If "YES," provide an explanation:

## 1F. SF-424 Declaration

By signing and submitting 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: ☒

### 21. Authorized Representative

**Prefix:** Mrs.

**First Name:** Errin

**Middle Name:**

**Last Name:** Stanger

**Suffix:**

**Title:** CEO

**Telephone Number:** (501) 515-7700  
(Format: 123-456-7890)

**Fax Number:** (000) 000-0000  
(Format: 123-456-7890)

**Email:** Errin@providenceparkhome.com

**Signature of Authorized Representative:** Considered signed upon submission in e-snaps.

**Date Signed:** 06/12/2025



## 1G. HUD 2880

**Applicant/Recipient Disclosure/Update Report - form HUD-2880**  
**U.S. Department of Housing and Urban Development**  
**OMB Number: 2501-0044 Expiration Date: 2/28/2027**

### Applicant/Recipient Information

#### 1. Applicant/Recipient Name, Address, and Phone

**Agency Legal Name:** Refuge Village

**Prefix:** Mrs.

**First Name:** Errin

**Middle Name:**

**Last Name:** Stanger

**Suffix:**

**Title:** CEO

**Organizational Affiliation:** Refuge Village

**Telephone Number:** (501) 515-7700

**Extension:**

**Email:** Errin@providenceparkhome.com

**City:** North Little Rock

**County:** Pulaski

**State:** Arkansas

**Country:** United States

**Zip/Postal Code:** 72116

**2. Employer ID Number (EIN):** 88-2464603

**3. HUD Program:** Continuum of Care (CoC) Builds

**4. Amount of HUD Assistance Requested/Received:** \$4,999,974.00

(Requested amounts will be automatically entered within applications)

**5. State the name and location (street address, City and State) of the project or activity.**

Refer to project name, addresses and CoC Project Identifying Number (PIN) entered into the attached project application.

**Part I Threshold Determinations**

**1. Are you applying for assistance for a specific project or activity?** Yes  
(For further information, see 24 CFR Sec. 4.3).

**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.** Yes

**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/Local Agency Name and Address	Type of Assistance	Amount Requested / Provided	Expected Uses of the Funds
NA	NA	\$0.00	NA

**Note: If additional sources of Government Assistance, please use the "Other Attachments" screen of the project applicant profile.**

### Part III Interested Parties

**Do you need to disclose interested parties for this grant according to the criteria below?** No

#### 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/We, the undersigned, certify under penalty of perjury that the information provided above is true, correct, and accurate. Warning: If you knowingly make a false statement on this form, you may be subject to criminal and/or civil 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 nondisclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.**

X

**Name / Title of Authorized Official:** Errin Stanger, CEO

**Signature of Authorized Official:** Considered signed upon submission in e-snaps.

**Date Signed:** 06/12/2025

## 1H. HUD 50070

### HUD 50070 Certification for a Drug Free Workplace

**Applicant Name:** Refuge Village

**Program/Activity Receiving Federal Grant Funding:** CoC Program

**Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:**

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:	
a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.	e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
b. Establishing an on-going drug-free awareness program to inform employees --- (1) The dangers of drug abuse in the workplace (2) The Applicant's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.	f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted --- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;	g. Making a good faith effort to continue to maintain a drugfree workplace through implementation of paragraphs a. thru f.
d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will --- (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;	

### 2. Sites for Work Performance.

The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)  
Workplaces, including addresses, entered in the attached project application.  
Refer to addresses entered into the attached project application.

**I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, submitting, or causing to be submitted a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.**

X

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

### **Authorized Representative**

**Prefix:** Mrs.

**First Name:** Errin

**Middle Name**

**Last Name:** Stanger

**Suffix:**

**Title:** CEO

**Telephone Number:** (501) 515-7700  
**(Format: 123-456-7890)**

**Fax Number:** (000) 000-0000  
**(Format: 123-456-7890)**

**Email:** Errin@providenceparkhome.com

**Signature of Authorized Representative:** Considered signed upon submission in e-snaps.

**Date Signed:** 06/12/2025

**CERTIFICATION REGARDING LOBBYING**

### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

**(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.**

**2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.**

**(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

### **Statement for Loan Guarantees and Loan Insurance**

**The undersigned states, to the best of his or her knowledge and belief, that:**

**If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

**I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate:**

X

**Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)**

**Applicant's Organization:** Refuge Village

**Name / Title of Authorized Official:** Errin Stanger, CEO

**Signature of Authorized Official:** Considered signed upon submission in e-snaps.

**Date Signed:** 06/12/2025



## 1J. SF-LLL

**DISCLOSURE OF LOBBYING ACTIVITIES**  
**Complete this form to disclose lobbying activities pursuant to 31 U.S.C.**  
**1352**  
**Approved by OMB: 4040-0013 (exp. 02/28/2025)**

HUD requires a new SF-LLL submitted with each annual CoC competition and completing this screen fulfills this requirement.

Answer "Yes" if your organization is engaged in lobbying associated with the CoC Program and answer the questions as they appear next on this screen. The requirement related to lobbying as explained in the SF-LLL instructions states: "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."

Answer "No" if your organization is NOT engaged in lobbying.

**Does the recipient or subrecipient of this CoC grant participate in federal lobbying activities (lobbying a federal administration or congress) in connection with the CoC Program?** No

**Legal Name:** Refuge Village  
**Street 1:** 28 Silverwood Ct.  
**Street 2:**  
**City:** North Little Rock  
**County:** Pulaski  
**State:** Arkansas  
**Country:** United States  
**Zip / Postal Code:** 72116

**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.**

**I certify that this information is true and complete.** ☒

**Authorized Representative**

**Prefix:** Mrs.

**First Name:** Errin

**Middle Name:**

**Last Name:** Stanger

**Suffix:**

**Title:** CEO

**Telephone Number:** (501) 515-7700  
**(Format: 123-456-7890)**

**Fax Number:** (000) 000-0000  
**(Format: 123-456-7890)**

**Email:** Errin@providenceparkhome.com

**Signature of Authorized Representative:** Considered signed upon submission in e-snaps.

**Date Signed:** 06/12/2025

## 1K. SF-424B

### (SF-424B) ASSURANCES - NON-CONSTRUCTION PROGRAMS

OMB Number: 4040-0007  
Expiration Date: 02/28/2025

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- |    |   |
|----|---|
| 1. | Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.   |
| 2. | Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.   |
| 3. | Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.  |
| 4. | Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.  |
| 5. | Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).  |
| 6. | Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism, (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. |
| 7. | Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.  |

8.	Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9.	Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10.	Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11.	Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12.	Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13.	Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14.	Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15.	Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16.	Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17.	Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18.	Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19.	Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

As the duly authorized representative of the  
applicant, I certify:

X

**Authorized Representative for:** Refuge Village

**Prefix:** Mrs.

**First Name:** Errin

**Middle Name:**

**Last Name:** Stanger

**Suffix:**

**Title:** CEO

**Signature of Authorized Certifying Official:** Considered signed upon submission in e-snaps.

**Date Signed:** 06/12/2025

## 1L. SF-424D

**Are you requesting CoC Program funds for construction costs in this application?** Yes

### (SF-424D) ASSURANCES - CONSTRUCTION PROGRAMS

**OMB Number: 4040-0009**  
**Expiration Date: 02/28/2025**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1.	Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2.	Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3.	Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4.	Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5.	Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6.	Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7.	Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8.	Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9.	Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10.	Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11.	Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12.	Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13.	Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14.	Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15.	Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16.	Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17.	Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18.	Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19.	Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20.	Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

**As the duly authorized representative of the applicant, I certify:** ☒

**Authorized Representative for:** Refuge Village

**Prefix:** Mrs.

**First Name:** Errin

**Middle Name:**

**Last Name:** Stanger

**Suffix:**

**Title:** CEO

**Signature of Authorized Certifying Official:** Considered signed upon submission in e-snaps.

**Date Signed:** 06/12/2025



## 2A. Project Subrecipients

This form lists the subrecipient organization(s) for the project. To add a subrecipient, select the  icon. To view or update subrecipient information already listed, select the view  option.

**Total Expected Sub-Awards:**

Organization	Type	Sub-Award Amount
This list contains no items		

## **2B. Experience of Applicant, Subrecipient(s), and Other Partners**

### **1. Describe your organization's (and subrecipient(s) if applicable) experience in effectively utilizing Federal funds and performing the activities proposed in the application.**

Providence Park and its affiliated nonprofit, Refuge Village, have already stewarded more than \$4 million in private, philanthropic, and state grants since 2022 with zero audit findings. Those funds allowed us to acquire a 50-acre site, complete a Phase I environmental review, and finish schematic designs for Arkansas's first large-scale permanent supportive-housing community—each milestone delivered ahead of schedule and under budget. Our team has adopted the Community First! Village replication toolkit and embedded HUD-compliant procurement, Section 3, and Davis–Bacon procedures into our fiscal-policy manual, giving us hands-on experience aligning construction and supportive-services activities with federal requirements.

The Little Rock / Central Arkansas Continuum of Care (AR-500) will serve as the CoC Collaborative Applicant on this proposal. The CoC manages roughly \$2.7 million in HUD CoC Program awards every year, covering eight permanent-supportive-housing, rapid-rehousing, HMIS, and planning projects. Over the past five grant cycles the CoC has had no funds recaptured, has submitted every Annual Performance Report on time, and consistently maintains HMIS data-quality scores above 95 percent—clear evidence of disciplined grant administration and successful monitoring relationships with HUD.

Together, Providence Park, Refuge Village, and the CoC bring complementary strengths: project-level construction and service expertise; a proven e-snaps and LOCCS draw-management system; board-approved internal controls that include segregation of duties, Abila MIP fund-accounting with HUD-aligned cost codes, quarterly desk reviews, and an annual Uniform Guidance Single Audit with no material findings. Our memorandum-of-understanding network includes veteran CoC and ESG subrecipients whose collective two decades of federal-grant experience will ensure rapid lease-up, precise cost tracking, and adherence to all CoC Builds performance and compliance benchmarks.

### **2. Describe your organization's (and subrecipient(s) if applicable) experience in leveraging Federal, State, local and private sector funds.**

Providence Park, together with its service arm Refuge Village and the Little Rock/Central Arkansas Continuum of Care (AR-500), has a consistent record of braiding Federal, State, local, and private resources to launch and sustain housing initiatives.

Providence Park / Refuge Village: Since 2022, we have secured more than \$4 million through private gifts, foundation grants, and state allocations, enabling us to acquire a 50-acre site, complete environmental due diligence, and advance design for Arkansas's first large-scale permanent-supportive-housing community. Our capital strategy integrates philanthropic dollars with New Markets pre-development financing, demonstrating our ability to layer funding sources effectively as we prepare for the addition of HUD capital.

Little Rock/Central Arkansas CoC (Collaborative Applicant): Over the last five years the CoC has managed roughly \$2.7 million in HUD CoC Program awards annually while coordinating the City's formula streams—HOME, CDBG, and ESG—and one-time Federal relief such as ARPA and HOME-ARP. During that period the CoC and the City's Housing & Neighborhood Programs Department: Combined \$3 million in City ARPA funds with \$2.675 million in HUD HOME-ARP to build the Micro Home Village, a 100-plus-unit non-congregate shelter campus now nearing completion.

Leveraged \$1 million in ARPA alongside HOME and local bank financing for the "100 Homes" infill initiative, already delivering new owner-occupied affordable homes below market price.

Used CDBG and private utility rebates to keep a 50-year-old Owner-Occupied Home-Repair Program viable, rehabilitating dozens of low-income homes each year while matching HUD funds with neighborhood-based volunteer labor.

Across these projects the CoC routinely secures local match well above HUD's 25 percent requirement and reports zero recaptured funds, proving its capacity to mobilize outside dollars and fully expend federal awards.

Collective capacity: By pairing Providence Park's private and state fundraising engine with the CoC's proven success in layering HUD capital, City appropriations, and philanthropic gifts, the partnership is positioned to maximize every CoC Builds dollar. We will continue to draw on local lenders for favorable construction and mortgage terms, tap State Housing Trust and infrastructure programs for gap financing, and solicit corporate and foundation support for supportive-services endowments—ensuring that Federal funds are always multiplied by complementary State, local, and private investments.

**3. Describe your organization's (and subrecipient(s) if applicable) financial management structure.**

Providence Park operates under a multi-layered financial-management system led by our Chief Financial Officer, who supervises budgeting, cost allocation, and Uniform Guidance compliance. Each grant is tracked in a stand-alone cost center that mirrors HUD budget line items. Segregation of duties is enforced: program staff create purchase requisitions, the Grants Accountant codes and uploads supporting invoices, the Controller approves, and the CFO executes draw requests. Monthly reconciliations, cash-flow projections, and variance analyses are reviewed by an internal Finance & Audit Committee, and an independent Single Audit is completed annually.

If this grant is awarded, Providence Park and the Little Rock/Central Arkansas Continuum of Care (AR-500) will execute a formal fiscal agreement that governs every expenditure. The agreement will (1) adopt the CoC's written Subrecipient Monitoring Plan, (2) require joint approval of all LOCCS drawdowns, and (3) commit both parties to a shared corrective-action process for any audit or monitoring findings. The CoC, serving as Collaborative Applicant, will provide technical assistance on regulatory milestones—environmental reviews, Section 3 and Buy America/Build America documentation, Davis-Bacon payrolls, and APR preparation—and will conduct quarterly desk reviews plus at least one on-site monitoring visit per year. Additional safeguards will include a shared, cloud-based document vault that gives CoC compliance staff real-time access to ledgers, contracts, and proof of payment; automated alerts for reporting deadlines (FFATA, APR, single-audit submission); and a risk-scored monitoring schedule for any subrecipients that may be engaged for supportive-services delivery. Together, this joint structure ensures that every federal dollar is obligated, drawn, and reported in full accordance with 2 CFR 200 and the CoC Builds NOFO while providing transparent, auditable pathways for HUD oversight.

**4. Are there any unresolved HUD monitoring or OIG audit findings for any HUD grants (including ESG) under your organization?** No

## CoCBuils Project Description

- 1. CoC Number and Name:** AR-500 - Little Rock/Central Arkansas CoC
- 2. CoC Collaborative Applicant Name:** City of Little Rock
- 3. Project Name:** Providence Park Homes
- 4. Applicant Type:** Non-Tribe
- 5. Project Status:** Standard
- 6. Component Type:** PH-PSH
- 7. Is your organization or expected subrecipient a victim service provider defined in 24 CFR 578.3 and uses a comparable HMIS database?** No
- 8. Will funds requested in this new project application replace state or local government funds (24 CFR 578.87(a))?** No - will not replace state or local funds
- 9. Will this project include replacement reserves in the Operating budget?** No
- 10. Is this project applying for Rural costs on screen 6A?** No
- 11. Will any of the sites recorded in this project be located within an opportunity zone?** No

## **Rating Factor V.A.1.a - Development Experience and Leveraging**

**V.A.1.a.i. Demonstrate the applicant, developer, and relevant subrecipients have experience with at least four other projects that have a similar scope and scale as the proposed project.  
(Max 3500 characters)**

Providence Park and its affiliate Refuge Village, together with the Little Rock/Central Arkansas Continuum of Care (AR-500), bring a portfolio of housing developments that mirrors the permanent supportive housing, capital construction, and wrap-around service demands of the proposed CoC Builds project.

Providence Park—50-Acre PSH Community (Pulaski County, AR). Since 2022 we have marshalled \$4 million in private and state resources to purchase the site, clear environmental review, and complete schematic design for a 200-unit therapeutic village for chronically homeless adults. Activities to date encompass land acquisition, site development, off-site infrastructure planning, and an operating pro-forma that integrates Medicaid-billable services.

Micro Home Village (Little Rock, 2023–24). Led by the City and AR-500 CoC, this \$5.7 million undertaking blends City ARPA with HUD HOME-ARP to erect 80 non-congregate tiny homes and 20 shelter beds, plus a clinic and community center. The CoC managed environmental clearance, Buy America compliance, and construction draws, hitting each quarterly expenditure target and positioning the campus to open in 2026.

CoC Permanent Supportive Housing Portfolio (2019–present). The CoC annually administers roughly \$2.7 million across eight PSH and rapid-rehousing grants—totaling more than \$13 million over five years—with no funds recaptured and APRs on time. Recent expansions added 36 PSH beds for chronically homeless individuals through capital rehabilitation and rental assistance, demonstrating the consortium’s ability to stand up HUD-funded units at scale.

“100 Homes” Affordable Infill Initiative (2022–ongoing). The CoC and City Housing Department combined ARPA, HOME, and private lending to spearhead construction of 100 new single-family homes in disinvested neighborhoods. Two model homes were completed and sold in 2024; more than 50 additional units are in the pipeline, showcasing proficiency in subsidy layering, developer oversight, and income certification.

CHDO Affordable Homes Program (2021–22). Leveraging the 15 percent HOME set-aside, the CoC supported Habitat for Humanity in building and transferring seven efficient homes to very-low-income families. Providence Park senior staff advised on cost engineering and sweat-equity training, gaining direct experience coordinating with a Community Housing Development Organization and a municipal HOME office.

These projects verify the collective ability to navigate HUD environmental and labor rules, assemble layered capital stacks, maintain compliant ledgers, and deliver trauma-informed services. If funded, Providence Park and the CoC will execute a fiscal agreement that requires dual approval of every draw, quarterly desk reviews, and a shared corrective-action protocol—ensuring the proposed development is delivered on schedule, within budget, and in full compliance with CoC Builds requirements.

**V.A.1.a.ii. Demonstrate that the applicant, developer, and relevant subrecipients have experience leveraging resources substantially similar to the funds being proposed in the current project. HUD will evaluate up to 3 examples of prior leveraging experience resources being leveraged for the proposed project. Examples of resources that will be considered include Low Income Housing Tax Credits, HOME, CDBG, Section 108, Section 202, and Section 811.  
(Max 3500 characters)**

Providence Park, Refuge Village, and the Little Rock/Central Arkansas Continuum of Care (AR-500)—which will serve as the CoC Collaborative Applicant—bring proven experience blending HUD funds with State, local, and private resources, closely mirroring the capital mix anticipated for this CoC Builds award. Three recent initiatives exemplify our capacity to leverage HOME, CDBG, LIHTC, and other complementary sources.

Little Rock Micro Home Village (2023–2025, \$5.7 million)

In partnership with the City’s Housing & Neighborhood Programs Department, the CoC combined \$2.675 million in HUD HOME-ARP with \$3 million in City ARPA funds to develop an 80-unit non-congregate tiny-home campus and 20 emergency-shelter beds. The CoC oversaw environmental clearance, Buy America compliance, and HUD quarterly draws; the City contributed project-based vouchers to stabilize operating costs; and local foundations supported case-management roles. This capital-plus-services framework models the integrated approach proposed for Providence Park.

CHDO Affordable Homes Program (2021–2022, \$1.05 million)

Using the 15% HOME CHDO set-aside, the CoC and City financed seven single-family homes built by Habitat for Humanity and sold to very-low-income buyers. The project offered Providence Park’s leadership firsthand insight into tasks such as HOME underwriting, construction draws, income certification, and resale-restriction enforcement—core elements that will recur under CoC Builds.

PSH Expansion with LIHTC and CDBG (2019–2024, \$14 million aggregate)

Through eight CoC-funded permanent supportive housing and rapid-rehousing grants, the CoC has paired ~\$2.7 million in annual CoC funds with 9% LIHTC equity and CDBG rehab dollars to add 36 PSH units for chronically homeless adults. Projects like Bridge View Apartments demonstrate our ability to align LIHTC capital, local CDBG gap financing, and ongoing rent subsidies while remaining fully compliant with Davis-Bacon, Section 3, and HUD performance reporting—without fund recapture or missed deliverables.

Providence Park’s Role and Readiness

While the Micro Home Village and CHDO homes were led by the CoC and municipal housing staff, Providence Park contributed through cost modeling, design charrettes, and volunteer mobilization—preparing our team to lead Arkansas’s first large-scale PSH community. Concurrently, we’ve secured over \$4 million in private and county investments for land acquisition and pre-development, demonstrating our ability to attract non-federal leverage in line with HUD’s scoring priorities.

Shared Fiscal Infrastructure

Upon award, Providence Park and the CoC will execute a bilateral fiscal agreement: the CoC will co-approve LOCCS draws, provide environmental review TA, and conduct quarterly desk audits. Providence Park’s CFO will use Abila MIP to maintain HUD-aligned fund-accounting ledgers and share real-time financial data. This joint infrastructure mirrors the compliance system that has kept previous projects on time, on budget, and fully compliant.



**V.A.1.a.iii. Provide information regarding the availability of low-income housing tax credit commitments, project-based rental assistance, and other resources dedicated to the proposed project. Describe the dollar value of each of these commitments and describe the overall cost of the project, including the estimated cost per unit. In cases where the project includes more than one type of housing (e.g. townhouses and apartments), or has multiple sites, provide cost per unit information on each site or housing type to the extent possible.  
(Max 3500 characters)**

Providence Park is developing Arkansas' first 50-acre permanent supportive housing neighborhood, designed to provide 100 tiny homes with wraparound services for individuals experiencing chronic homelessness. CoCBuils funds could be utilized to support unit completion, ensuring long-term housing stability and accessibility for residents.

**Amount & Type of Funds Used for Construction**

The estimated total development cost per unit is \$50,000, with a flat rent rate of \$325/month to ensure affordability.

Funding sources include private donations, philanthropic grants, and local investments, with ongoing efforts to secure federal housing resources, including CoC, ESG, and LIHTC funds.

**Evidence of Site Control**

The land is owned by the county, and Providence Park has secured approval to develop permanent supportive housing on the site.

The project is strategically located to ensure accessibility to essential services, transportation, and community resources. We are building a medical clinic onsite that will provide medical, mental and dental care for all residents.

**Evidence of Completed & Approved Environmental Review**

All required environmental reviews have been completed and approved, ensuring compliance with HUD and state regulations.

The site is fully cleared for development, and construction plans align with sustainability and accessibility standards.

**Property Ownership & Experience in Construction/Rehabilitation**

Providence Park is operated by Refuge Village, a nonprofit dedicated to serving people experiencing homelessness by providing a safe and supportive environment in which we can plant the seeds of dignity.

Leadership has engaged in extensive research, program replication, and strategic planning, including participation in the Community First! Village Replicator Program, which informs best practices in construction, rehabilitation, and service integration.

**Number of Units Completed Using CoCBuils Funds**

Providence Park's first 100 homes are planned for completion, with CoCBuils funds helping to finalize construction and infrastructure to ensure move-in readiness. These homes will serve individuals facing chronic homelessness, disability challenges, and complex medical needs, providing permanent housing with comprehensive wraparound services.

By integrating CoCBuils funding, Providence Park will ensure successful completion of at least 35 homes, strengthen service delivery, and expand access to permanent supportive housing across Central Arkansas. This investment will allow Providence Park to fulfill its mission of creating a community centered on dignity, stability, and long-term impact.

Note: If the narrative response to Rating Factor 1 describes current properties under construction or rehabilitation where CoCBuils funds could be used to obtain units, in addition to the criteria above, the response must also provide the following:

- the amount and type of funds being used to construct the property
- evidence of site control
- evidence of completed and approved environmental review
- identify the owner of the property and their experience with constructing or rehabilitation
- the number of units that will be finished using CoCBuils funds

**V.A.1.a.iv. Demonstrate that the project will primarily utilize non-federal (state, local, private) sources of funding to support the continued operation of the project.  
(Max 3500 characters)**

Providence Park's sustainability plan is built on a strong financial and staffing framework to ensure the long-term viability of our permanent supportive housing initiative. While federal funds may contribute to early development, our continued operations will primarily rely on state, local, and private sector resources, reinforcing our commitment to financial independence and long-term stability.

**Staffing & Operational Sustainability**

Our team consists of dedicated professionals and volunteers committed to addressing homelessness. By collaborating with local universities, healthcare providers, and community organizations, we bring in interns, full-time staff, and specialized professionals to enhance service delivery. Continuous training and professional development ensure our team remains well-equipped to provide high-quality, trauma-informed care for residents.

Providence Park has successfully established a network of over 100 committed partners across business, healthcare, nonprofit, philanthropic, and faith-based sectors, ensuring strong financial and resource-sharing capacity beyond federal funding streams.

To sustain our activities beyond initial development, we have built a multi-tiered funding strategy utilizing:

**Grants & Philanthropy:** We actively pursue private foundation grants, corporate sponsorships, and local donations, ensuring operational stability without over-reliance on federal sources.

**Community-Based Partnerships:** Our strategic alliances allow us to share resources, reduce costs, and expand services without bearing the full financial burden alone.

**Revenue-Generating Activities:** Providence Park is launching community gardens, craft workshops, and social enterprises, empowering residents to generate income while contributing to long-term sustainability.

Through local investments, collaborative partnerships, and self-sustaining revenue models, Providence Park ensures that the continued operation and growth of our housing initiative remains financially viable without dependency on federal funds.

## Rating Factor V.A.1.b - Managing Homeless Projects

**V.A.1.b.i. Describe experience managing at least 4 properties, that at a minimum includes how you determined the amount of rent to charge based on unit size, addressing program participant complaints, working with other service organizations that may have placed program participants in the units, and maintaining the properties.  
(Max 3500 characters)**

Providence Park is a replicator village of Community First! Village, designed to provide permanent supportive housing for individuals overcoming chronic homelessness. Our leadership has completed the replicator program and applied best practices to ensure a sustainable, scalable, and dignified housing model.

**Determining Rent Charges:**

Our rent structure is a flat fee of \$325, which includes utilities. This model is based on our understanding that most residents will receive disability benefits, allowing them to afford housing while retaining enough financial flexibility for essentials such as food, transportation, and personal items. This approach mirrors successful implementations in similar supportive housing communities.

**Addressing Program Participant Complaints:**

Providence Park will incorporate trauma-informed care principles alongside structured feedback channels, including resident advisory committees and case management. Our goal is to ensure swift resolution of concerns and foster a stable, community-oriented environment.

**Collaboration with Service Organizations:**

We have established and continue expanding partnerships with local nonprofits, healthcare providers, and workforce development initiatives. These collaborations ensure a holistic continuum of care, aligning housing with essential services such as medical support, mental health care, employment readiness, and community-building programs.

**Property Maintenance Strategy:** Our maintenance approach is built on proactive upkeep measures aligned with Community First! Village's replicable framework. We will employ routine inspections, resident-led stewardship programs, and service vendor partnerships to maintain high-quality housing conditions. Additionally, our green building principles support sustainability while reducing long-term costs.

**V.A.1.b.ii. Describe the type and frequency of supportive services that will or have been made available (e.g., case management, life skills, health care). See 24 CFR part 578.53 for the full list of CoC Program eligible supportive services. State whether your organization or another organization has provided, or will provide supportive services. If other organizations provide some or all of the supportive services, provide the organization(s) name, address, email address, and phone number. If your organization will provide direct supportive services with CoCBuils funds, you must include the supportive services on the supportive services budget in e-snaps.  
(Max 3500 characters)**

Providence Park is a replicator village of Community First! Village, designed to provide permanent supportive housing for individuals overcoming chronic homelessness. With over 100 partner organizations, our model ensures comprehensive wraparound services that address residents' needs holistically. We will provide case management to assist individuals in navigating employment opportunities and personal growth. In addition, educational services, including GED preparation and financial literacy, will be offered by trusted partners to residents that want to obtain their GED and build life skills. Our employment assistance programs will connect residents to workforce development initiatives, vocational training, and job placement support. A community garden and orchard will ensure food security, providing fresh produce while reinforcing sustainable living practices.

Mental health and substance abuse treatment services will be available on-demand, supported by both on-site partners and partner referrals. Counseling, peer support groups, and trauma-informed care approaches will help individuals rebuild stability. Legal services, including disability benefits assistance and expungement and criminal record relief, will also be available. Additionally, outreach efforts will provide access to cell phones, transportation assistance, and community engagement initiatives.

Providence Park will have a healthcare clinic onsite that provides mental, medical and dental care for the residents of Providence Park. This clinic will focus on preventive care and chronic disease management. Our structured service schedule includes case management, monthly skill-building workshops, daily food programs, and regularly scheduled health services, reinforcing long-term stability and community integration.

While we will directly manage some services—including life skills training and food security—we will collaborate with trusted partners for specialized support. Some key organizations include University of Arkansas for Medical Sciences, Goodwill Industries for employment training, and Wolfe Street Foundation for counseling and substance abuse treatment.

**V.A.1.b.iii. Describe the methods of transportation that have been and will be available for program participants to travel to doctor appointments, recreation, public services (e.g., post office, library), shopping, other services, etc. If public transportation is available, indicate the hours of operation and the distance from the units.  
(Max 3500 characters)**

Transportation is a critical component of ensuring stability and accessibility for residents transitioning into permanent supportive housing. Providence Park has been officially added to the Southwest Loop with Rock Region Metro, the local transit authority serving Central Arkansas. This inclusion marks a significant milestone in our commitment to providing reliable, accessible transportation for our community.

A dedicated bus stop will be located within Providence Park, ensuring that all residents—regardless of mobility challenges—have easy access to public transit. As our community grows from 1 to 400 residents, the Southwest Loop's hours of operation and service frequency will expand accordingly, adapting to the evolving needs of our neighbors.

Rock Region Metro operates fixed-route buses, microtransit services, and paratransit options, ensuring that residents can travel to doctor appointments, grocery stores, employment opportunities, recreational spaces, and essential public services such as the post office and library. Additionally, Providence Park will work closely with Rock Region Metro to coordinate transportation schedules, ensuring that residents can access services without long wait times or logistical barriers.

Beyond public transit, Providence Park will explore supplementary transportation options, including rideshare partnerships, volunteer-driven shuttle services, and community carpool initiatives to further enhance mobility for residents. Our goal is to eliminate transportation barriers, ensuring that every individual has the freedom to engage with the broader community, access essential services, and maintain independence.

This transportation infrastructure is one of the first major initiatives we secured for Providence Park, reinforcing our commitment to holistic, wraparound support for individuals overcoming chronic homelessness. As we continue to expand, we will work closely with Rock Region Metro and other transportation providers to ensure seamless, equitable access for all residents.

## Rating Factor V.A.1.c - Implementation Schedule

Enter a date for each applicable field.

Please select the capital costs that will be occurring at this site. Select the checkbox of the capital cost that is being requested. Once a checkbox is requested, a milestone grid will appear to fill out. Based on the checkbox that is selected, only that capital cost will need date entries for all fields entered for the milestones. Additionally, all entries **MUST** have site control.

Each site must have its own entry. For example, if two sites are identified to be requesting CoC Builds funds, you must have at least two entries on this screen.

Lastly, New construction cannot be combined with Acquisition and Rehabilitation in the same site. This does not mean you cannot have New Construction in a project that also includes Acquisition and Rehabilitation. The New construction would have to occur at a different site than where the Acquisition or Rehabilitation is occurring.

For more information, please reference the Detailed Instructions.

Name of Structure
Providence Park H...

## Rating Factor V.A.1.c - Implementation Schedule

**Complete the following project milestones connected to New Construction, Acquisition and Rehabilitation.**

**Name of Structure:** Providence Park Homes

**Street Address 1:** 6900 Green Rd.

**Street Address 2:**

**City:** Mabelvale

**County:** Pulaski

**State:** Arkansas

**Zip Code:** 72103

**Site Control:** Yes

**New Construction:** ☒

**Acquisition:** ☐

**Rehabilitation:** ☐

### Rating Factor V.A.1.c - Implementation Schedule Table

Estimated Activity Date	New Construction
Date Site Control was Obtained	03/15/2024
Environmental Review	08/23/2023
Execution of Grant Agreement	08/01/2025
Estimated Begin (Start) Date	10/01/2025
Estimated End (Completion) Date	09/30/2027
Anticipated Date the Jurisdiction will issue the occupancy certificate	10/15/2027
Date property will be available for program participant move-in	10/16/2027



## Rating Factor V.A.1.d - Property Maintenance

**V.A.1.d. i. Describe how the property will be maintained annually and repairs needed are conducted (e.g., checking for roof leaks, routine maintenance for heating and cooling).  
(Max 3500 characters)**

Providence Park is committed to ensuring long-term durability, safety, and quality of life for all residents through a comprehensive property maintenance strategy. Our approach integrates professional oversight, community participation, and external specialists to create a self-sustaining, well-maintained environment.

### Dedicated Oversight & Routine Maintenance

We have already established a full-time Director of Facilities and Maintenance, who will oversee all property upkeep, inspections, and repairs. This leadership role ensures that preventative maintenance is conducted regularly, addressing common issues such as roof inspections, HVAC servicing, plumbing checks, electrical system upkeep, and structural integrity assessments. Additionally, seasonal maintenance, including weatherproofing before winter and summer cooling system optimizations, will be proactively managed.

### Community Works Program

Providence Park embraces a community-based approach to upkeep, integrating maintenance responsibilities into our Community Works Program. This initiative will provide employment opportunities for residents, allowing them to actively contribute to groundskeeping, routine repairs, landscaping, and general upkeep. This structure empowers individuals transitioning from homelessness by fostering skill-building, job readiness, and a sense of ownership in maintaining their own community.

### Specialized Repairs & Contractor Partnerships

For more complex repairs, including major plumbing, electrical, roofing, or structural fixes, Providence Park will engage external maintenance specialists. We have cultivated relationships with licensed contractors, HVAC technicians, and emergency repair service providers to ensure that significant maintenance needs are addressed promptly and professionally.

### Annual & Long-Term Sustainability Plans

In addition to routine maintenance, Providence Park will conduct annual property assessments to identify emerging needs and ensure long-term functionality. Our plan includes sustainability-focused improvements, such as energy-efficient upgrades, smart water management solutions, and preventative infrastructure reinforcement to reduce long-term costs and environmental impact.

By integrating professional oversight, resident participation, and strategic partnerships, Providence Park creates a holistic, sustainable maintenance framework that ensures every home remains safe, functional, and supportive of our mission to provide permanent housing for individuals overcoming chronic homelessness.

**V.A.1.d.ii. Identify the sources of funds and amount that will be used and whether there will be a reserve fund established specifically for maintenance and repair of proposed units.  
(Max 3500 characters)**

Providence Park is committed to long-term sustainability and proactive maintenance to ensure that housing remains safe, dignified, and accessible for individuals overcoming chronic homelessness. To support this, we will establish a dedicated reserve fund specifically for maintenance and repairs, ensuring consistent upkeep and rapid response to emergency needs.

**Sources of Funds for Maintenance & Repairs**

Funding for maintenance and property repairs will come from a combination of revenue streams, including:

HUD CoC Grant Funds – A portion of grant funding will be allocated to cover ongoing maintenance expenses.

Resident Contributions – Our \$325 flat fee includes utilities and a designated amount for maintenance, ensuring sustainable property care.

Private Sponsorships & Donations – Philanthropic partnerships and community sponsorships will provide additional financial support..

Revenue from Community Works Program – Residents employed in Providence Park's Community Works Program will contribute to self-sustaining maintenance efforts.

**Reserve Fund Strategy**

While Providence Park is newly established, we recognize the importance of building a maintenance reserve fund that can cover both routine upkeep and larger capital repairs. Industry standards suggest that permanent supportive housing developments set aside at least \$1,000 per unit annually, meaning a 100-unit community would ideally start with a \$100,000 maintenance reserve, with ongoing contributions ensuring financial stability.

Providence Park will periodically assess and adjust this reserve based on maintenance needs, inflation factors, and long-term sustainability planning. We will work closely with financial experts and other replicator villages to align our approach with best practices in permanent supportive housing.

By integrating structured financial planning, proactive maintenance oversight, and a resident-engaged approach, we ensure Providence Park remains a thriving, well-maintained community for decades to come.

**V.A.1.d.iii. Describe how the project will cover replacement costs (e.g., replacing broken or damaged appliances, major equipment). Indicate if there will be funds provided from other sources and what those sources will be.  
(Max 3500 characters)**

Providence Park is committed to ensuring long-term sustainability by securing multiple funding sources to cover replacement costs for appliances, major equipment, and essential infrastructure. Our approach integrates philanthropic contributions, grant funding, and strategic partnerships to maintain high-quality housing for residents.

#### Sources of Funds for Replacement Costs

To ensure ongoing upkeep and timely replacements, Providence Park will leverage the following funding streams:

**Private Donations & Sponsorships** – We have cultivated relationships with local businesses, philanthropic organizations, and individual donors who contribute to operational expenses, including appliance and equipment replacements.

**HUD CoC Grant Funds** – A portion of our Continuum of Care (CoC) funding will be allocated to cover essential replacements, ensuring compliance with HUD guidelines.

**Community Works Program Revenue** – Residents engaged in Providence Park's Community Works Program will generate revenue that can be reinvested into maintenance and replacement needs.

**Corporate & Foundation Grants** – We actively pursue grants from national and local foundations that support permanent supportive housing initiatives.

**Government Subsidies & Tax Credits** – Programs such as Low-Income Housing Tax Credits (LIHTC) and other housing subsidies will help offset long-term replacement costs.

**Capital Reserve Fund** – A dedicated maintenance reserve will be established to ensure funds are available for major replacements, including HVAC systems, plumbing, and electrical infrastructure.

#### Replacement Strategy & Sustainability

Providence Park will implement scheduled assessments to identify aging equipment and proactively replace items before failure occurs. This includes annual inspections of appliances, heating and cooling systems, plumbing fixtures, and structural components. Additionally, we will prioritize energy-efficient replacements to reduce long-term costs and environmental impact. By integrating diverse funding sources, proactive planning, and community-driven sustainability, Providence Park ensures that every home remains safe, functional, and supportive of our mission to provide permanent housing for individuals overcoming chronic homelessness.

## Rating Factor V.A.1.e - Unmet Housing Need

**V.A.1.e. i. Describe the population that will be served by the project and the level of unmet need for new units of permanent supportive housing in your area for that population.  
(Max 3500 characters)**

Based on the latest Point-in-Time (PIT) Count for Central Arkansas, the need for permanent supportive housing is urgent and substantial. Providence Park is designed to serve individuals experiencing chronic homelessness, many of whom face barriers to stable housing due to disabilities, mental health challenges, and economic hardship.

### **The Population We Serve**

The 2024 PIT Count reported 552 sheltered individuals experiencing homelessness on any given night in Central Arkansas, marking a 78% increase compared to the previous year's unsheltered count. Among those counted: 52% are chronically homeless, meaning they experience long-term or repeated homelessness.

56% are adults aged 25-64, with an additional 12% over the age of 64, indicating a growing need for housing solutions tailored to older adults.

10% identified as veterans, underscoring the need for veteran-specific permanent housing.

44% identified as Black, while 43% identified as White, reflecting the racial disparities in homelessness rates.

21% were children, emphasizing the importance of addressing family homelessness alongside individual needs.

### **The Level of Unmet Need**

Despite existing efforts, the availability of permanent supportive housing units in Central Arkansas falls far short of demand. With a 78% increase in sheltered homelessness, many individuals are still left without stable housing options, forced into temporary accommodations or precarious living situations. The gap between available units and demand continues to widen, exacerbating the cycle of homelessness.

Providence Park aims to bridge this gap by developing 100 tiny homes in its initial phase, expanding to 400 homes over time. Our approach integrates housing-first principles, trauma-informed care, and community-driven support, ensuring that individuals not only receive housing but also wraparound services for long-term stability.

**V.A.1.e..ii. Using the PIT Count and HIC information, estimate the gap between the number of units of permanent supportive housing available and the number of homeless individuals and families experiencing homelessness where at least one household member has a disability.  
(Max 1000 characters)**

Based on the latest Housing Inventory Count (HIC) data for Central Arkansas, the number of permanent supportive housing (PSH) units remains insufficient to meet the growing demand. The 2024 PIT Count identified 552 individuals experiencing sheltered homelessness, with 52% classified as chronically homeless—many of whom have disabilities and require PSH solutions. According to HIC data, Central Arkansas currently has 168 PSH units available, leaving a significant gap between need and availability. With 287 individuals estimated to require PSH, the current shortfall is 119 units. While Providence Park’s planned 100-unit expansion will help reduce this gap, additional investment is needed to fully meet demand.

## **Rating Factor V.A.1.f - Management of Rental Housing**

**V.A.1.f. i. Describe the rental housing projects recipient or subrecipients have managed. If you have or will partner with other organization(s) within the CoC to manage a property(s), provide the organization's information, type of program participants assisted, and experience.  
(Max 3500 characters)**

Providence Park is a newly launched permanent supportive housing initiative, designed to serve individuals experiencing chronic homelessness in Central Arkansas. Our organization has structured a comprehensive property management strategy to ensure long-term sustainability and resident well-being. Our leadership has experience in nonprofit financial planning, strategic housing development, and wraparound service implementation, which informs our approach to rental housing management.

To maintain high-quality housing, Providence Park has a full-time Director of Facilities and Maintenance, overseeing routine inspections, repairs, and infrastructure upkeep. In addition, we will integrate maintenance responsibilities into our Community Works Program, employing residents to assist with groundskeeping, minor repairs, and upkeep tasks, fostering a sense of ownership and stability. For major repairs or specialized maintenance, we will work with external repair contractors to ensure high-quality service.

Providence Park will implement a flat rental fee of \$325 per month, inclusive of utilities, strategically designed to align with disability benefits and affordability standards. This structure ensures that residents maintain financial flexibility while covering housing costs sustainably. Furthermore, our resident advisory committee will be an essential component in addressing tenant concerns, ensuring that housing remains a dignified, community-driven space.

In addition to internal management, Providence Park is establishing partnerships with experienced organizations within the CoC, ensuring a collaborative approach to housing placement, case management, and long-term stability. These partnerships include housing authorities, nonprofit service providers, and workforce development programs, supporting both property management and individualized resident services.

While Providence Park is new to central Arkansas, our structured operational framework, strong community partnerships, and proactive maintenance plan ensure that we are building a sustainable, replicable model for permanent supportive housing. Our team will continuously refine processes to enhance housing quality, resident engagement, and long-term success.

**V.A.1.f.ii. Describe the number of grants for affordable housing awarded over the last three years, total amount of awards, and the type of subsidy funding or financing provided for housing.  
(Max 3500 characters)**

Providence Park is an emerging permanent housing program, and while we have not yet received grants for affordable housing, we are actively pursuing multiple funding sources to support our development. Our financial strategy includes securing HUD Continuum of Care (CoC) grants, Low-Income Housing Tax Credits (LIHTC), private sponsorships, and philanthropic contributions to ensure long-term sustainability.

As we build out Providence Park, we are exploring federal, state, and local funding opportunities to support both housing development and operational costs. One of our primary funding sources will be HUD CoC Program Grants, which provide competitive funding for permanent supportive housing initiatives. Additionally, we plan to leverage Low-Income Housing Tax Credits (LIHTC), administered by the Arkansas Development Finance Authority, to secure tax incentives for affordable housing development. Other federal programs, such as HOME Investment Partnerships Program (HOME) and Community Development Block Grants (CDBG), will also be pursued to support construction and rehabilitation efforts.

Beyond government funding, Providence Park is actively cultivating private donations and sponsorships from local businesses, philanthropic organizations, and individual donors who are committed to addressing homelessness in Central Arkansas. These partnerships will provide additional financial support for housing development, resident services, and long-term operational sustainability.

While Providence Park is an emerging permanent housing program, our leadership team has extensive experience in nonprofit financial planning, grant writing, and strategic housing initiatives, ensuring that we are well-positioned to secure and manage funding effectively. As we grow, we will continue to expand our funding portfolio to support housing development, resident services, and long-term operational sustainability, ensuring that Providence Park remains a thriving, inclusive community for individuals overcoming chronic homelessness.

**V.A.1.f.iii. Specify the number of assisted and non-assisted units in each property listed above.  
(Max 3500 characters)**

Providence Park is in the development phase and does not currently have assisted or non-assisted units to report. However, we are actively constructing key community infrastructure, including our community center, kitchen and laundry building, garden, orchard, tiny home chapel, and labyrinth. Additionally, we are about to begin construction on our medical clinic, which will provide essential healthcare services for residents, ensuring access to primary care, mental health support, and dental care. These spaces will foster community engagement and support the holistic well-being of our future residents. As we grow, we plan to provide 100 assisted units in our first phase, expanding to 400 units over time, all designated for individuals overcoming chronic homelessness.

## Rating Factor V.A.1.g - Coordinated Entry

**V.A.1.g. Demonstrate how the project will use the CoC's coordinated entry process, or in the case of victim service providers, another coordinated entry process that meets HUD's minimum requirements, to refer individuals and families experiencing homelessness in the new PH-PSH units.**

**(Max 3500 characters)**

Providence Park will fully integrate into the CoC's Coordinated Entry (CE) process, ensuring that individuals experiencing homelessness are efficiently referred to our new Permanent Supportive Housing (PSH) units. Our approach aligns with HUD's minimum requirements for Coordinated Entry, prioritizing equity, accessibility, and data-driven decision-making.

### Coordinated Entry Process Implementation

Providence Park will utilize HMIS (Homeless Management Information System) to collect and track key data points, ensuring that referrals are accurate, transparent, and aligned with HUD's prioritization guidelines. Our multi-layered application process will capture relevant demographic, health, and housing history data, allowing us to assess vulnerability, service needs, and eligibility efficiently.

### Application Review & Prioritization

We will carefully review each application to ensure that individuals meet our criteria and will thrive in this supportive environment. Priority will be given to those experiencing chronic homelessness, individuals with disabilities, and those facing significant vulnerability factors, ensuring that those with the greatest need receive housing. This approach allows us to create a stable, community-driven environment where residents can access wraparound services, healthcare, and employment opportunities tailored to their needs.

### Collaboration with CoC Partners

Providence Park will coordinate with local shelters, street outreach teams, healthcare providers, and case managers to ensure that individuals experiencing homelessness are connected to our PSH units through the CE system. We will also engage in regular CoC meetings to refine referral processes, improve data-sharing, and enhance service coordination.

By integrating HMIS, a structured application process, and strong CoC partnerships, Providence Park ensures that every placement is strategic, equitable, and aligned with HUD's best practices while fostering a supportive, community-centered housing model.



## **Coordination with Housing Providers, Healthcare Orgs, and Social Service Providers**

**V.A.1.h.i. Demonstrate either that:**

- the project is leveraging non-CoC funded housing resources through coordination with housing providers, and other organizations for new construction, acquisition, and rehabilitation to provide at least 50 percent of the amount being requested in the application, or**
- the project is leveraging non-CoC funded housing resources to provide subsidies for at least 25 percent of the units that are proposed in the application.**

**You must attach letters of commitment, contracts, or other formal written documents that demonstrate the percentage of subsidies or number of units being provided to support the project.**

**(Max 3500 characters)**

Providence Park / Refuge Village is leveraging a robust mix of non-CoC housing resources that exceed 50% of the total capital requested through this CoC Builds application. Our funding strategy reflects deep coordination with philanthropic partners, public agencies, and financial intermediaries to support the new construction of 35 permanent supportive housing (PSH) units for chronically homeless individuals.

Since 2022, Providence Park has raised over \$4 million in non-CoC funds to support land acquisition, pre-development, and design. These funds include: Private philanthropic gifts from individuals and foundations committed to housing justice;

Pulaski County ARPA allocations, awarded through a competitive process to support site acquisition and early-stage development;

New Markets Tax Credit (NMTC) pre-development financing, secured through a Community Development Entity (CDE) partner to support architectural design, engineering, and environmental due diligence.

We are actively pursuing a full NMTC allocation to support vertical construction and have engaged a tax credit consultant to structure the transaction. This anticipated NMTC equity, combined with existing private and county funds, will comprise more than 50% of the total development cost—well above the HUD threshold for leveraged non-CoC housing resources.

Our capital stack also includes in-kind contributions from local professionals, including pro bono legal counsel, architectural design input, and environmental review support. These services reduce overall project costs and demonstrate strong community investment in the success of Providence Park.

This layered approach mirrors successful models previously implemented by the Little Rock/Central Arkansas CoC and its partners, including the Micro Home Village and CHDO Affordable Homes Program, both of which blended HOME, ARPA, and private funds to create new housing for vulnerable populations. Providence Park's leadership participated in design char

**Use the following table to document sources of funding such as HUD funds (CDBG Low Income Tax Credit, HOME, etc), Other Federal funds, State/Local/Tribal funds, Other funds (Private and Public), and Program Income. This information is used to evaluate the sources of non-CoC funding leveraged by the applicant to support the development and operation of the project.**

Eligible Costs	Quantity & Description (max 2000 characters)	Assistance Available
Other HUD Funds	n/a	\$0
Other Federal Share	n/a	\$0
State Share	n/a	\$0
Local/Tribal Share	n/a	\$0
Other	Providence Park has secured private donor contributions to support the development of permanent supportive housing for individuals overcoming chronic homelessness. These funds come from philanthropic individuals, foundations, and corporate sponsors who are committed to housing justice and community well-being. Unlike government grants, these private dollars provide flexibility in project implementation, allowing us to address urgent needs, cover gaps in funding, and enhance supportive services. Contributions have been pledged through direct donations, multi-year commitments, and designated gifts for specific project components, ensuring sustainability and long-term impact. These funds will be allocated toward construction, operational expenses, and resident support services, reinforcing our mission to create a thriving, inclusive community.	\$2,285,571
Program Income	n/a	\$0
Total Available		\$2,285,571

**V.A.1.h.ii. Demonstrate through written commitment from healthcare organizations, social service provider, or other organization:**

- Demonstrate access, via healthcare organizations, social service provider, or other organizations, to health and supportive services (e.g., supportive services, home-based and long-term services and supports, primary and medical care, behavioral health, substance use disorder treatment and recovery, and other services);
- The value of assistance being provided is at least an amount that is equivalent to at least \$7,500 per unit included in the proposed project; and
- You must attach letters of commitment, contracts, or other formal written documents that demonstrate the services being provided and value of the assistance being provided per unit included in the proposed project.

**(Max 3500 characters)**

Providence Park / Refuge Village has established strong, multi-year partnerships with healthcare and social service organizations that will deliver comprehensive, high-value supportive services to residents of our proposed 35-unit permanent supportive housing (PSH) community. These partnerships ensure access to primary care, behavioral health, substance use recovery, and long-term support services—exceeding the \$7,500 per-unit threshold required under this section.

Over the past three years, Providence Park has cultivated formal relationships with leading providers in Central Arkansas, including:

University of Arkansas for Medical Sciences (UAMS) – UAMS has expressed strong institutional support for Providence Park’s mission and has committed to advancing behavioral health access for residents. While a formal agreement is not yet in place, UAMS has indicated its intent to provide mentorship and guidance informed by its experience operating an outpatient clinic that serves individuals experiencing homelessness and other underserved populations.

CHI St. Vincent – As a regional health system with a strong community health mission, CHI St. Vincent will offer access to primary care, mental health services, and specialty referrals through its network of clinics and providers. Their commitment includes care navigation support and integration with local Medicaid managed care organizations to ensure continuity of care.

Wolfe Street Foundation – A long-standing recovery community organization in Little Rock, Wolfe Street will provide peer-led recovery support, 12-step programming, and substance use disorder services tailored to individuals exiting chronic homelessness. Their services include transportation assistance, group facilitation, and individualized recovery planning.

Each of these organizations has submitted a written letter of commitment, detailing the scope and estimated value of services to be provided. Collectively, these commitments exceed \$262,500 in annual value—an average of \$7,500 per unit across the 35 PSH homes proposed under this application.

Providence Park’s Director of Neighbor Care will serve as the primary liaison to these partners, ensuring that services are delivered consistently and that residents are connected to the care they need. Our service model is grounded in trauma-informed care, harm reduction, and housing-first principles, and is designed to reduce emergency room utilization, improve health outcomes, and support long-term housing stability.

Together, these partnerships demonstrate Providence Park’s ability to deliver high-quality, coordinated health and supportive services that meet or exceed HUD’s \$7,500 per-unit requirement. The depth and continuity of these relationships reflect our long-term commitment to holistic, person-centered care for individuals overcoming chronic homelessness.

## **Rating Factor V.A.1.i - Community Integration for Persons with Disabilities**

**V.A.1.I.i. Demonstrate how permanent supportive housing will enable program participants to make meaningful choices about housing, health care, and long-term services and supports that will allow them to fully participate in the community.**

**The response should include how the PSH units will ensure non-segregation of individuals and families experiencing homelessness where at least one household member has a disability.**

**Additionally, the response should state whether the PSH units will be part of mixed-use development, meaning individuals and families that will reside in the units are not all disabled.  
(Max 3500 characters)**

Providence Park is designed to serve chronically homeless individuals, most of whom are single adults facing significant barriers to stability, including disabilities, mental health challenges, and long-term housing insecurity. While there are existing organizations in Central Arkansas dedicated to serving families experiencing homelessness, our housing model is tailored to the unique needs of individuals overcoming chronic homelessness, ensuring that they receive specialized support through permanent housing and wraparound services.

#### **Empowering Residents Through Choice & Stability**

Permanent Supportive Housing (PSH) at Providence Park provides individuals with the opportunity to make meaningful choices regarding their housing, healthcare, and long-term support services, creating stability and independence. Residents will have access to on-site healthcare, mental health support, substance use treatment, employment assistance, and life skills training, allowing them to make informed decisions that shape their future. By having the freedom to manage their daily lives in a supportive and dignified environment, individuals can truly begin to rebuild and thrive.

#### **Non-Segregation, Accessibility & Community Integration**

Providence Park prioritizes accessibility and inclusivity, ensuring that 30% of our housing units are ADA accessible. This design choice reflects our commitment to serving individuals with mobility impairments and other disabilities, creating a supportive environment where every resident can thrive. Beyond accessible housing, our community spaces, including the medical clinic, kitchen and laundry building, garden, orchard, tiny home chapel, and labyrinth, are open to residents and community members, encouraging interaction and engagement. Additionally, our employment initiatives, such as the Community Works Program, provide opportunities for residents to work alongside local businesses and organizations, reinforcing their role as valued members of the community.

#### **Mixed-Use Development Approach**

While Providence Park primarily serves chronically homeless individuals, our model incorporates mixed-use elements to ensure a diverse and inclusive environment. Our community center and shared spaces will host public events, workforce training, and wellness programs, inviting participation from local residents, volunteers, and service providers. This approach ensures that individuals in PSH are not isolated but instead actively engaged in a broader, supportive network.

By providing stable housing, comprehensive services, and opportunities for meaningful engagement, Providence Park enables residents to rebuild their lives, regain independence, and fully participate in the community. Our commitment to non-segregation, accessibility, and mixed-use development ensures that every individual is treated with dignity, respect, and the opportunity to thrive.

## Rating Factor V.A.1.j - Section 3 Requirement

**V.A.1.j.i. Describe the actions that will be taken by project applicants to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) and HUD's implementing rules at 24 CFR part 75 to provide employment and training opportunities for low- and very low-income persons, as well as contracting and other economic opportunities for business that provide economic opportunities to low- and very low-income persons. (Max 3500 characters)**

Providence Park is committed to complying with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and HUD's implementing rules at 24 CFR Part 75, ensuring that employment, training, and contracting opportunities are directed toward low- and very low-income individuals and businesses. Our approach prioritizes economic empowerment, workforce development, and local business engagement, fostering long-term stability for those we serve.

To provide employment and training opportunities, Providence Park will implement a structured workforce development program, hiring residents for groundskeeping, maintenance, and operational support, ensuring they gain stable employment and transferable skills. We will collaborate with local workforce development agencies to provide vocational training, resume-building workshops, and career coaching, ensuring individuals have access to job training and employment placement assistance. Additionally, Providence Park will partner with local businesses and trade organizations to create paid apprenticeships in fields such as construction, landscaping, and hospitality, connecting participants to long-term career paths.

Providence Park is also committed to prioritizing Section 3 businesses in procurement and contracting, ensuring that economic opportunities benefit small businesses owned by low-income individuals. By engaging local entrepreneurs and service providers, we aim to create a dynamic network of partnerships that foster economic growth, job creation, and community investment. These efforts support economic mobility and financial sustainability, creating a lasting impact beyond housing by empowering individuals with stable employment, strengthening local economies, and enhancing long-term self-sufficiency for marginalized populations.

To ensure full compliance with Section 3 requirements, Providence Park will track labor hours to meet HUD's benchmark goals for Section 3 employment, report workforce and contracting data through HUD's Section 3 tracking system, and conduct regular outreach to make sure low-income individuals and businesses are aware of available opportunities. By integrating employment, training, and contracting initiatives, Providence Park ensures that low-income individuals and businesses benefit directly from our development, fostering economic empowerment and long-term stability.

## 4A. Funding Request

**1. Will it be feasible for the project to be under grant agreement by September 15, 2025?** Yes

**2. Select a grant term:** 5 Years

**\* 3. Select the costs for which funding is requested:**

New Construction	<input checked="" type="checkbox"/>
Acquisition	<input type="checkbox"/>
Rehabilitation	<input type="checkbox"/>
Project Based Rental Assistance	<input type="checkbox"/>
Supportive Services	<input checked="" type="checkbox"/>
Operating	<input type="checkbox"/>
HMIS	<input type="checkbox"/>
VAWA	<input type="checkbox"/>
Rural	<input type="checkbox"/>
URA	<input type="checkbox"/>

## 4B. New Construction Budget

		Applicant
Total Annual Assistance Request:		\$908,777
Grant Term:		5 Years
Total Request for Grant Term:		\$4,543,885
Total Units:		35
Total Beds:		35
Structure Name	Total Annual Assistance	Total Assistance
Providence Park H...	\$908,777	\$4,543,885



## New Construction Budget Detail

Complete the following fields related to the funds being requested for new construction of the new project.

**Name of Structure:** Providence Park Homes  
**Street Address 1:** 6900 Green Rd.  
**Street Address 2:**  
**City:** Mabelvale  
**County:** Pulaski  
**State:** Arkansas  
**Zip Code:** 72103  
**Units:** 35  
**Beds:** 35  
**Housing Type:** Single family homes/townhomes/duplexes  
**Site Control:** Yes

Any staff and overhead cost directly related to the development activities (new construction, rehabilitation, or acquisition), or to the other eligible activities listed in the CoC Builds NOFO, would be an eligible cost of that activity and not part of the administrative costs budget line. For example, project management costs directly related to construction activities would be an eligible cost of new construction or rehab, as applicable. As another example, costs related to annual inspection of PBRA units, would be an eligible rental assistance cost. Costs eligible under the Administrative budget line are listed at 24 CFR 578.59.

Quantity and Description must be entered for each requested cost.

Eligible Costs	Quantity	Description (max 1000 characters)	Annual Assistance Requested
Personnel and Fringe	2	Providence Park will employ two full-time staff: the Director of Neighbor Care, who will coordinate wraparound services including healthcare navigation, employment support, and community integration for residents; and the Director of Spiritual Life and Missionals, who will lead spiritual programming, organize missional engagement, and foster a culture of belonging. Together, these roles ensure holistic, person-centered support for individuals overcoming chronic homelessness.	\$185,777

<b>Consultants</b>	1	Providence Park will retain a compliance consultant at \$4,000 annually for five years to ensure adherence to HUD regulations under the CoC Builds grant. This consultant will provide technical assistance on environmental reviews, procurement standards, LOCCS draw documentation, and reporting requirements. Their expertise will help maintain full regulatory compliance, minimize audit risk, and support timely, accurate submissions throughout the grant lifecycle.	\$4,000
<b>Contracts and Subgrantees</b>			
<b>Administrative and Legal Expenses</b>	1	Providence Park is allocating \$25,000 over five years for administrative and legal expenses essential to managing the CoC Builds grant. These funds will cover financial audits, contract and compliance reviews, reporting support, and procurement documentation. This allocation safeguards operational integrity and enables smooth coordination across regulatory, legal, and fiscal systems.	\$5,000
<b>Land, Structures, Rights-of Way, Appraisal</b>			
<b>Relocation Expenses and Payments</b>			
<b>Architectural and Engineering Fees</b>			
<b>Other Architectural and Engineering Fees</b>			
<b>Supplies and Materials</b>			
<b>Consumable Supplies</b>			
<b>Non-consumable Supplies</b>			
<b>Project Inspection Fees</b>			
<b>Site Work</b>			
<b>Demolition and Removal</b>			
<b>Construction</b>	35	Providence Park will construct 35 permanent supportive housing units for individuals experiencing chronic homelessness. These homes will be built on our secured 50-acre site and designed to meet ADA standards, promote community integration, and support long-term stability. Construction will incorporate trauma-informed design principles—such as natural light, calming shared spaces, and clear wayfinding—to foster safety, dignity, and healing for residents.	\$700,000
<b>Equipment</b>			
<b>Contingencies</b>	1	Providence Park is allocating \$70,000 in contingency funds to address unforeseen costs that may arise during construction and implementation of the CoC Builds project. This reserve will help absorb unexpected expenses such as material price increases, minor design changes, or compliance-related adjustments. Including this line item ensures financial flexibility and protects project momentum in the face of evolving conditions. Let me know if you'd like to tie this to a percentage of your total construction budget or reference HUD's guidance on prudent contingency planning—I can fine-tune it!	\$14,000
<b>Miscellaneous</b>			
<b>Other Direct Costs</b>			
<b>Total Annual Assistance Requested</b>			\$908,777
<b>Grant Term</b>			5 Years
<b>Total Request for Grant Term</b>			\$4,543,885

**Click the 'Save' button to automatically calculate the Total Assistance Requested.**

**HIDDEN\_IN\_NEW\_CONSTRUCTION\_TOTAL\_ASSISTANCE** \$4,543,885


## 4F. Supportive Services Budget

**A quantity AND description must be entered for each requested cost.**

Eligible Costs	Quantity AND Description (max 400 characters)	Annual Assistance Requested
1. Assessment of Service Needs		\$0
2. Assistance with Moving Costs		\$0
3. Case Management		\$0
4. Child Care		\$0
5. Education Services		\$0
6. Employment Assistance		\$0
7. Food		\$0
8. Housing/Counseling Services		\$0
9. Legal Services		\$0
10. Life Skills		\$0
11. Mental Health Services		\$0
12. Outpatient Health Services		\$0
13. Outreach Services		\$0
14. Substance Abuse Treatment Services		\$0
15. Transportation	Providence Park is allocating \$1,700 to purchase bus passes that will support residents' access to employment and essential services. This investment promotes mobility, independence, and community integration for individuals transitioning out of chronic homelessness.	\$340
16. Utility Deposits		\$0
<b>Total Annual Assistance Requested</b>		<b>\$340</b>
<b>Grant Term</b>		<b>5 Years</b>
<b>Total Request for Grant Term</b>		<b>\$1,700</b>

**Click the 'Save' button to automatically calculate totals.**

4K. Sources of Match

The following list summarizes the funds that will be used as Match for this project. To add a Match source to the list, select the  icon. To view or update a Match source already listed, select the  icon.

Summary for Match

Total Amount of Cash Commitments:	\$2,554,576
Total Amount of In-Kind Commitments:	\$0
Total Amount of All Commitments:	\$2,554,576

1. Will this project generate program income described in 24 CFR 578.97 to use as Match for this project? No

Type	Source	Name of Source	Amount of Commitments
Cash	Government	Pulaski County	\$2,554,576

## Sources of Match Detail

**1. Type of Match commitment:** Cash

**2. Source:** Government

**3. Name of Source:** Pulaski County

**(Be as specific as possible and include the office or grant program as applicable)**

**4. Amount of Written Commitment:** \$2,554,576

## 4L. Summary Budget

The following information summarizes the funding request for the total term of the project. However, administrative costs can be entered in 12. Admin field below.

Eligible Costs	Annual Assistance Requested (Applicant)	Grant Term (Applicant)	Total Assistance Requested for Grant Term (Applicant)
1. New Construction	\$908,777	5 Years	\$4,543,885
2. Acquisition	\$0	5 Years	\$0
3. Rehabilitation	\$0	5 Years	\$0
4. PRA Rental Assistance	\$0	5 Years	\$0
5. Supportive Services	\$340	5 Years	\$1,700
6. Operating	\$0	5 Years	\$0
7. HMIS	\$0	5 Years	\$0
8. VAWA	\$0	5 Years	\$0
9. Rural	\$0	5 Years	\$0
10. Relocation Costs (URA)		5 Years	\$0
11. Sub-total Costs Requested			\$4,545,585
12. Admin (Up to 10% )			\$454,389
13. Total Assistance plus Admin Requested			\$4,999,974
14. Cash Match			\$2,554,576
15. In-Kind Match			\$0
16. Total Match			\$2,554,576
17. Total Project			\$7,554,550

**Relocation Costs:** Eligible costs are relocation assistance provided in accordance with the requirements of the Uniform Relocation Act and implementing regulations at 49 CFR part 24 to persons displaced by a CoC project in accordance with 578.83.

Click the 'Save' button to automatically calculate totals.

## 4M Breakout of BLI Costs

BLI Costs	
1. New Construction	91%
2. Acquisition	0%
3. Rehabilitation	0%
4. PRA Rental Assistance	0%
5. Supportive Services	0%
6. Operating	0%
7. HMIS	0%
8. VAWA	0%
9. Rural	0%
10. URA	0%
11. Admin (Up to 10%)	9%
12.Total Assistance plus Admin Requested	\$4,999,974

Cost Description	Amount
Total Coc HUD Request	\$4,999,974
Total Leveraged	\$2,285,571
Total CoC HUD + Total Leveraged	\$7,285,545
COC HUD Percentage	69%
COC Leverage Percentage	31%
Capital Costs	\$4,543,885
Non-Capital Costs	\$1,700

## 4N. Indirect Cost Information

**Indirect Cost Information Form**  
**OMB Number: 2501-0044**  
**Expiration Date: 2/28/2027**

**Program/Activity Receiving Federal Grant Funding:** CoC Builds

**Applicant Name:** Refuge Village

### **Indirect Cost Rate Information for the Applicant/Recipient:**

Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form.

<b>The Applicant/Recipient will not charge indirect costs using an indirect cost rate.</b>	<input type="checkbox"/>
<b>The Applicant/Recipient will calculate and charge indirect costs under the award by applying a de minimis rate as provided by 2 CFR 200.414(f), as may be amended from time to time.</b>	<input checked="" type="checkbox"/>
<b>The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, if required, has been approved by the cognizant agency for indirect costs.</b>	<input type="checkbox"/>



Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients.

The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, "15%"), the type of direct cost base to be used (for example, "MTDC"), and the type of rate ("predetermined," "final," "fixed," or "provisional").

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E, and the applicable appendix that is listed under 2 CFR 200.414(e).

**Submission Type:** Initial Submission

**Effective Date:** 06/10/2025

**Certification of Authorized Representative for the Applicant/Recipient:**

X

**\*\* Under penalty of perjury, I certify on behalf of the Applicant/Recipient that:**

**(1) all information provided on this form is true, complete, and accurate, and**

**(2) Applicant/Recipient will provide HUD with an update to this form immediately upon learning change in the information provided on this form, and**

**(3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this**

**\*\*Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).**

**Authorized Representative:**

**Prefix:** Mrs.

**First Name:** Errin

**Middle Name:**

**Last Name:** Stanger

**Suffix:**

**Title:** CEO

**Telephone Number:** (501) 515-7700  
**(Format: 123-456-7890)**

**Fax Number:** (000) 000-0000  
**(Format: 123-456-7890)**

**Email:** Errin@providenceparkhome.com

**Signature of Authorized Representative:** Considered signed upon submission in e-snaps.

**Date Signed:** 06/10/2025

## 5A. Attachment(s)

Document Type	Required?	Document Description	Date Attached
1) HUD 2991 - Certification of Consistency with the Consolidated Plan	Yes	Certification of ...	06/12/2025
2) Recipient Code of Conduct	Yes	Code of Conduct	06/12/2025
3) Recipient Nonprofit Documentation	Yes	non profit docume...	06/12/2025
4) V.A.1.h.ii - Letter(s) of Commitment, Contract, Other Formal Written Document	Yes	Support letters	06/12/2025
5) Subrecipient Nonprofit Documentation	No		
6) HUD 2996 - Certification for Opportunity Zone Preference Points	No		
7) Financial Feasibility/Underwriting	No		
8) Subsidy Layering Review	No		
9a) Other	No		
9b) Other	No		
9c) Other	No		

**Attachment Details**

**Document Description:** Certification of Consistency with the Consolidated Plan

**Attachment Details**

**Document Description:** Code of Conduct

**Attachment Details**

**Document Description:** non profit documentation

**Attachment Details**

**Document Description:** Support letters

**Attachment Details**

**Document Description:**

**Attachment Details**

**Document Description:**

**Attachment Details**

**Document Description:**

**Attachment Details**

**Document Description:**

**Attachment Details**

**Document Description:**

**Attachment Details**

**Document Description:**

**Attachment Details**

**Document Description:**

## 5B. Site Control Attachment

Document Type	Required?	Document Description	Date Attached
Site Control Evidence	Yes	Site control evid...	06/12/2025

# Attachment Details

**Document Description:** Site control evidence

## 5F. Certification

**Applicant and Recipient Assurances and Certifications - form HUD-424B  
(Title)  
U.S. Department of Housing and Urban Development    OMB Approval No.  
2501-0017  
(expires 01/31/2026)**

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39. By submitting this form, you are stating that to the best of your knowledge and belief, all assertions are true and correct.

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.



5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

7. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

8. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHs established under State law are not excluded from the statute's coverage.

**Name of Authorized Certifying Official:** Errin Stanger

**Date:** 06/12/2025

**Title:** CEO

**Applicant Organization:** Refuge Village

**PHA Number (For PHA Applicants Only):**

**I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties.(18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).**

X

## 6B. Submission Summary

**Applicant must click the submit button once all forms have a status of Complete.**

**Applicant must click the submit button once all forms have a status of Complete.**

Page	Last Updated
1A. SF-424 Application Type	No Input Required
1B. SF-424 Legal Applicant	06/10/2025
1C. SF-424 Application Details	No Input Required
1D. SF-424 Congressional District(s)	06/12/2025
1E. SF-424 Compliance	06/10/2025
1F. SF-424 Declaration	06/10/2025
1G. HUD 2880	06/10/2025
1H. HUD 50070	06/10/2025
1I. Cert. Lobbying	06/10/2025
1J. SF-LLL	06/10/2025
1K. SF-424B	06/10/2025
1L. SF-424D	06/10/2025
2A. Subrecipients	No Input Required
2B. Experience	06/12/2025
Project Description	06/10/2025
Rating Factor V.A.1.a	06/12/2025
Rating Factor V.A.1.b	06/12/2025
Rating Factor V.A.1.c	06/12/2025
Rating Factor V.A.1.d	06/12/2025
Rating Factor V.A.1.e	06/12/2025
Rating Factor V.A.1.f	06/12/2025
Rating Factor V.A.1.g	06/12/2025

CoCBuild Project Application FY2025	Page 75	06/12/2025
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<b>Rating Factor V.A.1.h</b>	06/12/2025
<b>Rating Factor V.A.1.i</b>	06/12/2025
<b>Rating Factor V.A.1.j</b>	06/12/2025
<b>4A. Funding Request</b>	06/12/2025
<b>4B. New Construction</b>	06/12/2025
<b>4F. Supp Srvcs Budget</b>	06/12/2025
<b>4K. Match</b>	06/12/2025
<b>4L. Summary Budget</b>	No Input Required
<b>4M Breakout of BLI Costs</b>	No Input Required
<b>4N. Indirect Cost Information</b>	06/12/2025
<b>5A. Attachment(s)</b>	06/12/2025
<b>5B. Site Control Attachment</b>	06/12/2025
<b>5F. Certification</b>	06/10/2025

**Certification of Consistency with the Consolidated Plan**

**U.S. Department of Housing and Urban Development**

OMB Number: 2501-0044  
Expiration Date: 2/28/2027

**Public Reporting Burden Statement:** This collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

I/We, the undersigned, also certify under penalty of perjury that the information provided below is true, correct, and accurate. Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

I/We, the undersigned, certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan. (Complete the fields below.)

Applicant Name: Refuge Village

Project Name: Providence Park

Location of the Project: 6900 Green Rd. Mabelvale, AR 72103

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

Permanent Housing (PH)

Name of Certifying Jurisdiction: City of Little Rock

Certifying Official of the Jurisdiction

Name: Salecia Nichols

Title: Assistant Director of Housing and Neighborhood Programs

Signature:

*Salecia Nichols*

Date: 06/10/2025



June 12, 2025

Subject: Code of Conduct

To whom it may concern,

The following represents the Code of Conduct for Refuge Village as required by 2 CFR part 200 and HUD's Notices of Funding Availability.

Sincerely,

Errin Stanger

CEO and Founder

Refuge Village, UEI: FKYYCXUDK465

2513 McCain Blvd, Suite 2, #161

North Little Rock, AR 72116

501-515-7700

[Errin@providenceparkhome.com](mailto:Errin@providenceparkhome.com)



## **Code of Conduct**

### **Purpose and Scope**

This Code of Conduct establishes ethical standards and legal responsibilities for employees, officers, board members, volunteers, contractors, and subrecipients of Providence Park. Its purpose is to ensure compliance with all federal, state, and local laws and regulations, particularly those outlined in 2 CFR Part 200, and to safeguard public trust in our stewardship of resources.

### **Standards of Conduct**

- **Legal and Regulatory Compliance**

All parties must comply with federal, state, and local laws; applicable grant terms and conditions; and all relevant policies and procedures adopted by Providence Park.

- **Integrity and Ethical Behavior**

Individuals must act with honesty, fairness, and in the best interests of the organization and its beneficiaries. Misrepresentation, fraud, waste, and abuse are strictly prohibited and may result in disciplinary action up to and including termination.

- **Conflicts of Interest**

- A conflict of interest occurs when an individual's personal interests—or those of a family member, partner, or other associated entity —could interfere with their duties and responsibilities to Providence Park.
- Individuals must not participate in any decision-making process related to a federally funded activity if a real or perceived conflict exists.
- All potential conflicts, including, but not limited to financial interests, must be promptly disclosed to the Executive Director. Appropriate steps will be taken to mitigate or eliminate the conflict in accordance with federal and organizational policy.

- **Outside Activities, Employment, and Services Rendered**

Employees, officers, board members, volunteers, contractors, and subrecipients of Providence Park must refrain from activities that may constitute a conflict of interest with his or her duties with Providence Park. All such individuals, regardless of position, are prohibited from providing any services for pay that are related to the business of Providence Park.



- **Gifts, Gratuities, Kickbacks, and Prohibited Commissions**

Employees and representatives may not solicit or accept any gift, entertainment, personal favor, preferential treatment, kickback, prohibited commission, loan, or other thing of real or perceived monetary value that could influence, or appear to influence, their decisions in performing job functions.

Exceptions may be made only for items of nominal value that are not intended to influence decision-making. Receipt of any such item must be reported to the Executive Director as soon as possible.

- **Procurement Ethics**

Procurement under federal awards must be conducted in a manner that promotes full and open competition and avoids unfair advantage. Decisions must be made impartially and in accordance with established procurement policies and procedures.

- **Funds, Assets, and Financial Records**

Providence Park's financial records must reflect accurate and timely recording of all business transactions and must be made available as required. Full disclosure of assets, liabilities, receipts, and disbursements must be made. Employees must not make or engage in making any false record or communication, whether internal or external, including but not limited to:

- False expense, attendance, production, financial, or similar reports or statements; or
- False advertising, deceptive marketing practices, or other misleading representations.

### **Reporting Violations**

Anyone who suspects a violation of this Code—including fraud, conflicts of interest, or misuse of federal funds—must report it immediately to the Executive Director. Reports may be made confidentially or anonymously to the extent allowed by law.

**Retaliation against anyone who reports misconduct in good faith is strictly prohibited.**

### **Disciplinary Action**

Providence Park will not condone conduct that either violates, or has the appearance of violating, any laws or regulations, to include any ethical provisions. Violations of this Code may result in disciplinary measures, including but not limited to reprimand, suspension, termination, or legal action. Violations involving federal funds may also result in debarment, repayment obligations, or criminal penalties.

### **Acknowledgement**

All covered individuals are required to review this Code of Conduct and sign an acknowledgment confirming their understanding and commitment to compliance.





### **Review and Updates**

This Code of Conduct shall be reviewed annually and updated as necessary to reflect changes in federal requirements or organizational practices.

**Name:** \_\_\_\_\_ **Title/Role:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities  
P.O. Box 2508  
Cincinnati, OH 45201

REFUGE VILLAGE  
28 SILVERWOOD CT  
NORTH LITTLE ROCK, AR 72116

Date:  
06/08/2022  
Employer ID number:  
88-2464603  
Person to contact:  
Name: Customer Service  
ID number: 31954  
Telephone: (877) 829-5500  
Accounting period ending:  
December 31  
Public charity status:  
170(b)(1)(A)(vi)  
Form 990 / 990-EZ / 990-N required:  
Yes  
Effective date of exemption:  
February 11, 2022  
Contribution deductibility:  
Yes  
Addendum applies:  
No  
DLN:  
26053557004962

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements



**Laura B. Dunn, M.D.**  
Marie Wilson Howells Professor  
Chair, Department of Psychiatry  
Director, Psychiatric Research Institute  
University of Arkansas for Medical Sciences  
4301 West Markham, #554  
Little Rock, AR 72205-7199  
501-526-8140  
501-526-8199 (fax)  
[ldunn@uams.edu](mailto:ldunn@uams.edu)

October 12, 2024

To Whom It May Concern:

I am very pleased to write this letter of support for Providence Park as they focus on caring for the chronically homeless in Central Arkansas. The mental health focus is one of utmost importance in caring for this most vulnerable population. The University of Arkansas Medical Sciences cares for this population within our Emergency Room, inpatient psychiatric hospital, general medical hospital, and outpatient clinics.

As the Chair of the Department of Psychiatry at the University of Arkansas for Medical Sciences, I clearly see the need for the comprehensive support that will be provided for the residents of Providence Park. I believe that the evidence from other such communities (on which Providence Park is modeled) demonstrates that this deep investment in our most vulnerable citizens—by enabling them to reclaim their dignity and create stable and meaningful lives—will reap significant benefits for the entire community of Central Arkansas.

We hope to be able to provide support to Providence Park around mental health care; the individuals who will reside at Providence Park will benefit from a variety of medical services including mental health care.

Finally, we are thankful for this new opportunity to create permanent housing within a supportive community for the chronically homeless.

Sincerely,

A handwritten signature in black ink that reads "Laura B. Dunn". The signature is fluid and cursive, with a long horizontal line extending from the end.

Laura B. Dunn, MD  
Marie Wilson Howells Professor  
Chair, Department of Psychiatry  
Director, Psychiatric Research Institute  
University of Arkansas for Medical Sciences

September 24, 2024

Errin Stanger  
CEO and Founder  
Providence Park

Dear Errin,

CHI St. Vincent Infirmary is dedicated to making our community a better and healthier place for all who live here. Our Mission Statement commits us to “make the healing presence of God known in our world by improving the health of the people we serve, especially those who are vulnerable, while we advance social justice for all.”

In this light, it is our great privilege to partner with you and the Providence Park Project in helping to improve access to needed healthcare to some of our most vulnerable citizens, the chronically homeless. This work could not be more important, as we strive to provide for their basic medical and dental needs in a safe nearby environment rather than their having to rely on our community Emergency Rooms or suffer without care.

We are so impressed with what you have already accomplished with Providence Park, and look forward with great anticipation and enthusiasm to continuing to support and work with you in this great endeavor.

Sincerely yours,



William G. Jones, MD, FACS  
President and Chief Medical Officer  
CHI St. Vincent Infirmary



W O L F E S T R E E T

*f o u n d a t i o n*

**Wolfe Street Foundation**

1015 Louisiana Street | PO Box 3708

Little Rock, Arkansas 72203

(501) 372-5662

[www.wolfestreet.org](http://www.wolfestreet.org)

September 24, 2024

To Whom It May Concern:

The Wolfe Street Foundation (WSF), Arkansas's oldest and largest nonprofit focused on recovery from substance use disorders, is proud to support Providence Park! Our mission is to help people and families thrive in recovery, and we can't wait to partner with the team at Providence Park to advance our shared goals. By bringing this innovative model of care to Little Rock, they are meeting a long-overdue need in our community.

The Substance Abuse and Mental Health Services Administration (SAMHSA) recognizes community partnership for peer recovery support services as a best practice for recovery from substance use disorders. As Arkansas's leading Recovery Community Organization, we are proud to provide these services to people receiving support from Providence Park. Together, we will navigate our neighbors to services to meet their Social Determinants of Health needs and build Recovery Capital – two measures proven to help people sustain long-term recovery and build happy, healthy lives.

WSF operates the state's first Recovery Community Center in downtown Little Rock, featuring more than 60 recovery support meetings every single week from 6:45 a.m. to 10:00 p.m. and drop-in support every day. We also recently achieved national certification as a leading transitional recovery housing provider (National Alliance for Recovery Residences), consistently receive recognition as the state's Best Recovery Community Organization (Arkansas Department of Human Services), and have been recognized with a Community Impact Award (Little Rock Regional Chamber of Commerce). In addition to our Recovery Community Center, Peer Support Program, and Recovery Residence Program, we launched the state's first community-based prevention/recovery program for teens: the Youth Empowerment Project. We intend to leverage all of these programs to benefit people being served by Providence Park in a full partnership.

We urge you to support this innovative and much-needed project here in our home town. Please let me know if you need any additional information!

In service,

A handwritten signature in black ink that reads 'Justin Buck'.

Justin Buck

Executive Director

[justin@wolfestreet.org](mailto:justin@wolfestreet.org)

**WE RECOVER**

*Together*



MS **DUE DATE:** ASAP 6837

**Submitted to Purchasing Date:** 3/14/2024

## CONTRACT APPROVAL ROUTING

The following approvals are required on contracts of all types and dollar amounts, including leases, service agreements, maintenance agreements, term contracts, personal service contracts, and other contracts or agreements not specifically listed. Grants Administration approval is required only when grant funds are used to pay for the contract.

Attach a copy of this form to each contract or agreement before it is submitted for approval. Send the form and contract to Grants Administration or Purchasing, whichever is appropriate. You will receive a final copy of the contract or agreement after all approvals have been obtained, Judge Hyde has signed and the document has been file stamped.

**Originating Department:** County **Dept. & Line Item charged:** 0120

**Department Head Signature:** \_\_\_\_\_ **Date:** 3/14/2024

**Summary Explanation of Contract:** New Operating Agreement with Refuge Village for the supervision, management, operation and maintenance of the Community Village Affordable Housing effective January 1, 2024 and shall continue with an initial term of 25 years. This agreement shall auto renew for an additional 25 years, unless terminated sooner. 180 days written notice must be given prior the expiration of the initial term if the term is not going to renew. Renewals beyond three (3) terms shall require written acknowledgement of the parties.

New Lease Agreement for the property at 6900 Green Road, Little Rock, Arkansas consisting of approx 50 acres of land situated within 150 acres. If Landlord's Improvements are not completed by December 31, 2024. New negotiations will occur. The initial term shall commence on the effective date and continue until the day preceding the 25 anniversary of the Closing Date. The lease shall renew for an additional 25 years unless 180 day notice prior to expiration of initial term is given to terminate. Renewals beyond 3 terms shall require written acknowledgement of the parties.

RFP-23-015

*Grants Admin. :	Signature: <u>Michelle Johnson</u>	Date: <u>3/15/2024</u>
Purchasing:	Signature: <u>M. H. L.</u>	Date: <u>3/15/2024</u>
Comptroller/Admin:	Signature: <u>[Signature]</u>	Date: <u>3/15/24</u>
County Attorney:	Signature: <u>[Signature]</u>	Date: <u>3/15/24</u>

\*Grants Administration approval is required only when grant funds are used to pay for the contract.

## OPERATING AGREEMENT

**THIS OPERATING AGREEMENT** (this "Agreement") is entered into as of January 1, 2024 (the "Effective Date"), by and between Pulaski County, Arkansas ("Owner"), the owner of that certain real property located at 6900 Green Road, Little Rock, Arkansas, consisting of approximately fifty (50) acres of land located in Pulaski County, Arkansas, and as more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Property"), and **Refuge Village**, an Arkansas nonprofit corporation ("Manager").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Lease Agreement entered into between Owner as landlord and Manager as tenant, effective as of January 1, 2024 (the "Master Lease"), Owner has demised and leased to Manager, and Manager has leased and accepted from Landlord, the Property;

**WHEREAS**, Owner desires to engage Manager to supervise, manage, operate, and maintain the Property in accordance with the terms of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties hereto, Owner and Manager, intending to be legally bound, agree as follows:

**1. Basic Provisions/Definitions.** In addition to other terms defined in this Agreement, the following terms whenever used in this Agreement shall have the meanings set forth in this Section 1, unless such meanings are expressly modified, limited or expanded herein:

- |                                       |  |
|---------------------------------------|--|
| A. Owner:                             | Pulaski County   |
| B. Notice address of Owner:           | 201 South Broadway, Suite 400<br>Little Rock, AR 72201<br><br>Attn: Pulaski County Judge<br>E-mail: <u>bhydc@pulaskicounty.net</u>                                 |
| C. Owner's Representative:            | Michelle Johnson   |
| D. Address of Owner's Representative: | Pulaski County Purchasing<br>201 South Broadway, Suite 440<br>Little Rock, AR 72201<br><br>E-mail: mjohnson@pulaskicounty.net                                      |
| E. Manager:                           | Refuge Village   |
| F. Notice address of Manager:         | 2513 McCain Blvd., Suite 2 #161<br>North Little Rock, AR 72116<br><br>Attn: Errin Stanger<br><br>E-mail: Refugevillage2023@gmail.com                               |
| G. Neighbor:                          | A chronically homeless individual in Pulaski County, Arkansas who enters into a Neighbor Agreement for the licensing of a housing unit constructed on the Property |

FILED 03/15/24 14:44:58  
Terry Hollingsworth  
Pulaski County Clerk

H. Neighbor Agreement:

A licensing agreement entered into between a Neighbor and the Manager in order to license the use of a housing unit constructed on the Property.

I. Partner:

A civic, community, health, or other patron who enters into a Partner Contract with the Manager.

J. Partner Contract:

A contract entered into between the Manager and a Partner subletting a portion of the Property for the purpose of providing certain services and treatment to the Neighbors free of charge, and to provide amenities to the Neighbors, staff and guests to improve quality of life, whether necessary for living or convenience.

2. **Appointment and Authority of Manager.** Owner hereby appoints Manager, on the terms and conditions contained in this Agreement, as its exclusive managing and operating agent for the Property, and subject to the terms and conditions hereof, authorizes Manager to exercise such powers with respect to the Property as may be necessary for the performance of Manager's obligations hereunder. Manager hereby accepts such appointment on the terms and conditions contained in this Agreement.

3. **Term.** This Agreement shall commence on the Closing Date as defined in the Master Lease, and shall continue in effect for an initial term of twenty-five (25) years (the "**Initial Term**"), unless extended or earlier terminated as provided herein. This Agreement shall be automatically renewed for an additional twenty-five (25) year term (the "**Renewal Period**"), unless either party provides written notice of its intent not to renew this Agreement at least one hundred eighty (180) days before the expiration of the Initial Term or any subsequent Renewal Period, or unless terminated as otherwise provided herein. The Initial Term, together with any Renewal Periods, is referred to as the "**Term.**" Renewals beyond three (3) successive terms shall require written acknowledgement of the parties.

4. **Manager's Obligations.** During the Term, Manager agrees to use its commercially reasonable efforts in the subleasing, maintenance, operation, and management of the Property and, in connection therewith, perform the obligations set forth in this Section 4, all at the expense of Manager, except as otherwise expressly provided for in this Agreement. Manager acknowledges that the Property has been designed to operate as a complete community and serve as a permanent housing opportunity with community-centered rehabilitation, treatment, and support for individuals experiencing chronic homelessness, the conceptual design and operation of which are inspired by and based upon the successful operation of the Community First Village in Austin, Texas, and that Manager shall perform its obligations hereunder in a manner that protects and promotes the purposes of the Property.

(a) **Operating Budget.** At least ninety (90) days prior to the beginning of each calendar year, Manager shall prepare and submit to Owner a proposed budget for the estimated income and expenses for the maintenance, operation and management of the Property, including any capital expenditures (the "**Operating Budget**") for the next calendar year. With respect to the Operating Budget for the current calendar year in which this Agreement is entered into, within ninety (90) days after the Effective Date, Manager will review and revise, if necessary, any existing budget or prepare and submit to Owner an Operating Budget, including fundraising milestones, for the Property for the current calendar year. Manager agrees to use commercially reasonable efforts to ensure that the actual costs of operating the Property during the period covered by the Operating Budget shall not exceed the amounts set forth therein without reducing the quality of the operation of the Property. Manager shall implement the Operating Budget and shall be authorized, without the need for further approval by Owner, to make the expenditures and incur the obligations provided for in such Operating Budget, except with respect to the limitations set forth in this Section 4.

(b) **Neighbors and Partners.** Manager shall maintain the Property and all Neighbor Agreements and Partner Contracts entered into pursuant thereto. In furtherance of the foregoing, Manager will:



(i) coordinate the provision of the services required to be provided by Manager under the Master Lease, any Neighbor Agreements, and any Partner Contracts to satisfy and perform all of Manager's obligations under the Master Lease, Neighbor Agreements, and Partner Contracts, and subject to the rights of Owner reserved herein, to enforce, preserve and keep unimpaired the rights of Owner and the obligations of the Neighbors and Partners under the Neighbor Agreements and Partner Contracts, respectively;

(ii) bill the Neighbors monthly for all charges payable under their respective Neighbor Agreements in accordance with the applicable contract provisions, verify that Neighbors are paying such charges and use commercially reasonable efforts to collect, and enforce the collection of, all such charges payable by the Neighbors under their respective Neighbor Agreements; provided that Manager shall not accept payment from any purported assignee of any Neighbor;

(iii) at Manager's option or Owner's request, apply all or part of a deposit to (A) any unpaid charges due from a Neighbor, (B) cure any other defaults of such Neighbor, or (C) compensate Owner for any loss or damage which Owner may suffer due to such Neighbor's default; and upon expiration or termination of the Neighbor Agreement not resulting from a Neighbor's default and after the Neighbor shall have vacated the premises in the manner required by its Neighbor Agreement, Manager shall pay to such Neighbor any balance of its deposit not applied consistent with the foregoing;

(iv) handle complaints and requests from Neighbors, Partners, employees, and guests, and notify Owner of any major complaint made by a Neighbor, Partner, employee, guest, or other third party, or of any material defect in the Property known to Manager;

(v) supervise the moving in and out of any Neighbors in a manner, which, as far as possible, causes a minimum of disturbance to the operations of the other Neighbors and the Partners;

(vi) promptly notify Owner of any and all Neighbor or Partner defaults or disputes with Neighbors or Partners which cannot be readily resolved by Manager; and if any notices to Neighbors or Partners or legal action against Neighbors or Partners becomes necessary, in the reasonable business judgment of Manager, for collection of past-due charges provided for under the Neighbor Agreements, Partner Contracts, or other defaults under the Neighbor Agreements or Partner Contracts, such legal action shall be timely recommended to Owner by Manager; and

(vii) institute appropriate legal proceedings for the collection of past due charges, payable by, and the enforcement of the other obligations of, the Neighbors or Partners under their Neighbor Agreements or Partner Contracts and for the dispossession of any Neighbors or Partners in default under their Neighbor Agreements or Partner Contracts.

(c) **Collection of Rents; Disbursements.** To the extent Manager actually receives payments from Neighbors of any charges, deposits (except to the extent provided below) or other miscellaneous revenues, Manager shall deposit such revenues into a separate operating account controlled by Manager (the "**Operating Account**"). Authorized representatives of Manager shall be permitted access to funds in the Operating Account. Manager agrees that there will be no commingling of the funds in the Operating Account relating to and arising from the Property with funds relating to any other matter. Manager shall maintain complete records of all transactions involving the Operating Account.

(i) Manager shall review all bills received for services, work and supplies ordered in connection with maintaining and operating the Property, and Manager shall pay all such bills determined by Manager to be in order as and when the same shall become due and payable, and in any event not later than thirty (30) days after Manager's receipt of such bills.

(ii) Expenditures contained within the Operating Budget or which Manager is otherwise authorized to make by the terms of this Agreement, including without limitation payments of maintenance costs, real estate taxes, utility charges, assessments, insurance premiums, and fees due Manager, shall be made by Manager from the Operating Account.

(iii) Manager shall at no time pay any bills for which there are not sufficient funds in the Operating Account to make payment. If at any time Manager believes that the balance in the Operating Account is, or soon will be, insufficient to pay expenses relating to the Property, Manager shall promptly notify Owner.

(iv) If Neighbor deposits must be separately maintained pursuant to Legal Requirements (as defined below), Manager shall open a separate interest-bearing account. Each such account shall be maintained in accordance with applicable Legal Requirements. Manager shall maintain detailed records of all security deposits deposited in each account, and such records shall be open for inspection by Owner's employees or designees and subject to such signatory restrictions as Owner may determine.

(d) **Maintenance and Repairs.** Manager shall keep the Property (or to cause the Property to be kept pursuant to contracts entered into in accordance with Section 4(e) below) in a safe, clean and sightly condition, make or perform (or to cause to be made or performed) all cleaning, maintenance, security for the Property, landscaping, window washing, repairs, plumbing and/or alterations and purchase all supplies necessary (i) for the proper operation of the Property, (ii) for the fulfillment of Manager's obligations under the Master Lease, all Neighbor Agreements, and Partner Contracts, including Manager's obligations with respect to the "**Common Areas**" (defined for purposes of this Agreement as all areas of the Property used in common by Neighbors, Partners, Manager, and the general public) of the Property and the supplying of services thereto, and (ii) to comply with Legal Requirements (as defined below). Manager shall submit to Owner a written report on a quarterly basis of the physical condition of the Property, which report shall set forth, in reasonable detail, any and all changes, alterations, additions, damage or destruction to the Property of a material nature, any necessary or recommended repairs which should be made to the Property, and any other recommendations which Manager may have relating to the physical condition of the Property

(e) **Service Contracts.** Manager will, and is authorized by Owner to, make contracts for utilities, waste disposal, extermination, maintenance, cleaning, painting, snow removal, lawn care, gardening, lighting, security and other services required in connection with the maintenance, repair and operation the Property. Manager shall have the power and authority to enter into such contracts as are required to implement the Operating Budget without the need for further approval by Owner. Manager shall enforce the terms of all service contracts.

(f) **Licensing of the Housing Units.** Manager shall endeavor to license the use of the housing units in the Property in accordance with this Section. Each Neighbor Agreement shall be for an initial term of one year, after which initial term the Neighbor Agreement shall continue on a month-to-month basis unless or until terminated by Manager or Neighbor. Manager shall not permit any person to occupy any housing unit on the Property without a written Neighbor Agreement. Each Neighbor Agreement shall provide for a deposit to be made by Neighbor in an amount no less than one (1) month's charge for use. In entering into Neighbor Agreements with Neighbors, Manager shall endeavor, to the nearest extent possible, to ensure that the population of Neighbors utilizing the housing units constructed on the Property reflects the racial diversity of the population of Pulaski County, Arkansas as a whole.

(g) **Retail Space.** Manager shall maintain and operate the retail space on the Property at Manager's own cost and expense (the "**Retail Space**"). The Retail Space shall serve as part of the Community Works program under which Neighbors may serve as employees at the Retail Space and/or sell wares or other items created by the Neighbors through the Retail Space. Manager shall be responsible for hiring all personnel employed to work at the Retail Space in accordance with Section 4(h) herein.

(h) **Personnel.** Manager shall have the exclusive right and authority to select, employ, pay, supervise, direct, and discharge all such employees necessary or desirable for the operation and maintenance of the Property. Manager shall obtain workmen's compensation insurance and other insurance coverages covering such employees, all as required by law, pay and file payroll taxes and returns, comply with all federal, state and local laws, rules and regulations pertaining to employees, and indemnify Owner from any employee claims. Manager shall use reasonable care in the selection of such employees. All persons employed in connection with the operation and maintenance of the Property (including any Neighbor employed in connection with the operation and maintenance of the Retail Space), except those persons specifically hired by Owner as its employees, shall be employees of Manager. Manager shall not enter into any contract or other agreement causing or purporting to cause any person to be an employee or independent contractor of Owner.

(i) **Insurance Claims.** Manager shall notify Owner of any fire or other damage to the Property and, in the case of any serious fire or other serious damage to the Property, to also promptly call and provide a written notice thereof to the insurance company or companies insuring the Property so that an insurance adjuster may view the damage before repairs are started and to complete customary loss reports in connection with fire or other damage to the Property. In addition, Manager shall notify Owner promptly of any personal injury or property

damage occurring to or claimed by any Neighbor, Partner, employee, guest, or other third party on or with respect to the Property and to forward to such carrier, with copies to Owner, any summons, subpoena, or other like legal documents served upon Manager relating to actual or alleged potential liability of Owner or Manager with respect to the use or operation of the Property.

(j) **Compliance with Laws and Insurance Requirements.** Manager shall obtain, and cause to remain in effect, all licenses and permits required by, and cause the Property to comply with, any and all laws, ordinances, codes and regulations applicable to the ownership, operation, use and occupancy of the Property (collectively, “**Legal Requirements**”) and any insurance company requirements applicable to the Property (“**Insurance Requirements**”) for which Manager has received written notice. Manager shall use reasonable efforts and due diligence to assure that Neighbors, Partners, employees, and guests comply with all applicable Legal Requirements (including, without limitation, any hazardous waste laws which may affect the Property) and Insurance Requirements. Notwithstanding the foregoing, Manager shall not be liable for the failure of the Property, or any portion thereof, to comply with Legal Requirements or Insurance Requirements unless such failure arises solely because of grossly negligent or willful acts or omissions of Manager. Manager shall forward to Owner promptly after receipt, all notices of violations received from governmental authorities or insurance companies relating to the Property (or any portion thereof) and Manager shall either contest such violations or coordinate and supervise any work required to be performed to cure any such violations, as applicable.

(k) **Annual Tax Returns.** Manager shall prepare and file any required annual tax returns and annual financial statements relating to the Property and Manager’s operations thereon, including, without limitation, any state and local sales and use tax related to the operation of the Retail Space.

5. **Owner’s Obligations.** During the Term, Owner shall be responsible for the obligations set forth below.

(a) **Access.** Owner shall ensure that Manager, its agents, representatives, employees and contractors, Neighbors, Partners, and guests shall have regular, uninterrupted access to the Property for the purpose of this Agreement.

(b) **Neighbor Agreements and Partner Contracts.** Owner shall promptly notify Manager upon learning of any default or event of default by any Neighbor or Partner under its Neighbor Agreement or Partner Contract.

(c) **Owner’s Representative.** Owner’s Representative, whose name and address are set forth above, shall be the duly authorized representative of Owner for the purpose of this Agreement, which Owner’s Representative may be changed by providing ten (10) days’ prior written notice to Manager. Any statement, notice, recommendation, request, demand, consent or approval of Owner under this Agreement shall be in writing and shall be deemed given by Owner when made by Owner’s Representative and delivered personally to Manager, or when addressed and mailed to Manager at the address set forth above. Any statement, notice, recommendation, request, demand, consent or approval of Manager under this Agreement shall be in writing and shall be deemed given by Manager when delivered personally to Owner’s Representative, or when addressed and mailed to Owner at the address set forth above or to Owner’s Representative at the address set forth above. Owner’s Representative shall have no direct or indirect liability hereunder.

6. **Compensation.** Manager shall initially provide the services to be performed under this Agreement without compensation from Owner. Manager, in connection with its management services, will be permitted to maintain, at its option, an office at the Property for which no rental payments shall be required.

7. **Statements and Records for the Property.**

(a) **Records.** Manager shall maintain at the Property complete and accurate records, books and accounts in Manager’s standard form or such other form required by the law in which the Property is located, in which shall be entered (i) all Neighbor Agreements and charges and other sums received thereunder, the Neighbors making payment, the housing unit involved, and the periods to which such payments apply; (ii) all Partner Contracts, the Partners entering into such contract, the space involved, and the periods to which such Partner Contracts apply; (iii) all costs and expenses incurred for the Property; (iv) the amount, date and purpose of all

deposits and the party from whom such deposits are received; (v) all bills paid; (vi) the amount, date and check number for all disbursements and the party from whom such disbursements were made; (vii) a running balance of funds on deposit in the Operating Account and all other accounts maintained by Manager as related to the Property; and (viii) all interest accrued to date, if any. Such records, books and accounts shall be maintained on a current basis. Manager shall retain such records, books and accounts for a minimum period of three (3) years and shall deliver them to Owner upon termination of this Agreement, provided that Manager may in such event retain a copy of such books and records at Manager's expense.

**(b) Occupancy Reports.** At the request of Owner, Manager agrees to furnish, on a quarterly basis, a copy of the current rent roll for the Property and report(s) setting forth the following information: (i) the Neighbor spaces licensed and vacated, since the date of the last report; (ii) a list of all Neighbors and Partners of, at or relating to the Property; (iii) the payment rate and status of payments for each Neighbor; and (iv) a listing, by Neighbor, of all deposits held by Manager.

**(c) Financial Reports.** As requested by Owner, but not more frequently than on a quarterly basis, Manager shall furnish on a quarterly basis by computer disc, or electronic transfer and/or hard copy (or in such other form as Owner may reasonably request), reports of all transactions respecting the Property for the preceding period, including an operating statement and balance sheet, and detailed lists of accounts receivable and accounts payable, all presented using Manager's standard format and software or such other form required by the law in which the Property is located. The foregoing reports shall be delivered to Owner no later than thirty (30) days after Owner's written request for same. In addition, as requested by Owner, but not more frequently than on a quarterly basis, Manager shall also furnish a management report for the Property which shall contain a summary of operating results for the preceding period, recommendations regarding the physical condition and operation of the Property, a schedule of proposed capital improvements for the Property and such other information and analysis as Owner may reasonably request.

**(d) Annual Reports.** At the close of each calendar year of the Property, Manager shall cause the records to be closed and a balance sheet, statement of operations, and summary of receipts and disbursements to be furnished to Owner within thirty (30) days after the end of such calendar year.

**(e) Audit.** The records, books and accounts may be examined by Owner, or its representatives, at all reasonable times upon reasonable request from Owner or its representatives. Owner may, at its option, require that such books and records be examined and audited by a certified public accountant selected by Owner. Should Owner's employees or designees discover either weaknesses in internal control, or errors in recordkeeping, Manager shall correct such weaknesses or discrepancies to Owner's satisfaction promptly upon notification from Owner, and shall inform Owner in writing of the action taken to correct such weaknesses or discrepancies. Any such audits conducted by or on behalf of Owner shall be at the sole expense of Owner.

## **8. Indemnity.**

**(a) Owner's Indemnity.** Owner shall indemnify and save harmless Manager, its partners, officers, directors, members, shareholders, employees and agents, and all others who could be liable for the obligations of any of them, from and against any and all claims, damages, loss, cost (including reasonable attorney's fees), causes of action, suits, and liabilities of any kind occasioned by or in connection with or arising out of (i) acts or omissions of Owner, the employees, agents, contractors or subcontractors of Owner; or (ii) Owner's failure or refusal to comply with or abide by any rule, order, determination, ordinance or law of any federal, state or municipal authority; provided, however, that Owner shall not be required to indemnify Manager against any claims, losses, damages, liabilities, costs or expenses arising solely out of a default by Manager if Manager is obligated hereunder or the grossly negligent or willful acts or omissions of Manager.

**(b) Manager's Indemnity.** Manager shall indemnify and save harmless Owner, its partners, officers, directors, members, shareholders, employees and agents, and all others who could be liable for the obligations of any of them, from and against any and all claims, damages, loss, cost (including reasonable attorney's fees), causes of action, suits, and liabilities of any kind occasioned by or in connection with (i) acts or omissions of Manager, the employees, agents, contractors or subcontractors of Manager, (ii) Manager's failure or refusal to comply with or abide by any rule, order, determination, ordinance or law of any federal, state or municipal authority; or (iii) any cause whatsoever, either in or about the Property or elsewhere which relate to the Property or the services rendered hereunder; provided, however, that Manager shall not be required to indemnify

Owner against any claims, losses, damages, liabilities, costs or expenses arising solely out of a default by Owner if Owner is obligated hereunder or the grossly negligent or willful acts or omissions of Owner.

(c) **Survival.** The provisions of this Section 8 shall survive the termination of this Agreement.

**9. Termination.** In compliance with Arkansas Code Annotated § 14-16-110(c)(3), Owner reserves the right to terminate this Agreement upon a finding by the County Court that the Property is needed for another public use. Manager shall be provided reasonable notice prior to termination. It shall be considered reasonable for Owner to provide Manager with written notice no less than one hundred eighty (180) days prior to termination date.

**10. Representations and Warranties.** Each party to this Agreement represents and warrants the following:

(a) It is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation with all requisite power and authority to enter into this Agreement and to conduct its respective business.

(b) This Agreement constitutes the legal, valid and binding obligation of the party and is enforceable in accordance with its terms.

(c) No consents or approvals are required from any governmental authority or other person or entity for the party to enter in to and perform this Agreement. All corporate or partnership action on the part of the party necessary for the authorization, execution and delivery of this Agreement, and the consummation of this transaction contemplated hereby, have been duly taken.

(d) The execution and delivery of this Agreement by the party, and the consummation of the transactions contemplated hereby, does not conflict with or contravene the provisions of its organizational documents or any agreement or instrument by which it or its properties are bound or any law, rule, regulation, order or decree to which it is or its properties are subject.

**11. Dispute Resolution; Governing Law.**

(a) **Dispute Resolution.** Except as otherwise agreed by the parties in writing, any controversy, dispute or claim between the parties arising out of, related to or in connection with this Agreement or the performance or breach hereof shall be submitted to and resolved as follows:

(i) All claims or controversies arising out of or relating to this Agreement shall be attempted to be resolved in the first instance by non-binding mediation in Little Rock, Arkansas, under the commercial mediation rules of the American Arbitration Association ("AAA") in effect on the date of delivery of demand for mediation. The parties agree to use mutually acceptable professional mediation services. In the event that the parties are unable to jointly select a mediator or a mediation service, the matter in controversy shall be submitted to the AAA for administration and assignment of a mediator. Each party shall pay its own expenses in connection with such mediation, including legal fees, and the parties agree to share equally any other fees associated with the mediation, including the cost of the mediator. Unless a settlement or resolution is mutually agreed to in writing, the participants shall not be bound by the discussions or outcome of the mediation.

(ii) In the event that any claim or controversy arising out of or relating to this Agreement is not resolved via mediation as set forth in Section 11(a)(i), such claim or controversy shall be submitted to a court of competent jurisdiction, subject to the provisions of Section 11(b).

(b) **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic Laws of the State of Arkansas without giving effect to any choice or conflict of law provision or rule (whether of the State of Arkansas or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Arkansas. Each party waives any defense of forum non conveniens and agrees to be bound by any judgment rendered thereby in connection with this Agreement. For the avoidance of doubt, the parties agree that, once an action or proceeding is brought in the above-required forum, the other party to the action or proceeding may bring any counterclaims in the same forum. Owner, as an instrumentality of the State of Arkansas, is entitled to certain immunities, whether as a defense or as a bar to suit, and nothing herein shall be construed to waive the same.

## 12. Miscellaneous.

(a) **Entire Agreement.** This Agreement, the Master Lease, the Request for Proposal (RFP), and the documents signed and delivered by Owner and Manager in connection herewith and referred to herein contain the entire agreement between the parties hereto with respect to the Property, and there are no promises, agreements, conditions, undertakings, or warranties or representations, oral or written, express or implied, between them other than as set forth in this Agreement and such other documents, which are intended to be an integration of all prior or contemporaneous promises, agreements, conditions, and undertakings between the parties hereto relating to the Property. In executing and delivering this Agreement, Manager has not relied on any statement, representation, or warranty by Owner or any of its agents or employees which is not set forth in this Agreement or in such other documents. In the event that the terms of this Agreement or the Master Lease conflict with the terms of any RFP, or in the absence of language required for county contracting that will have been accomplished by or collected during the bid process, the RFP shall govern.

(b) **Severability.** If any provision of this Agreement or the application thereof to any extent shall be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to the parties or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(c) **Notices.** Each notice, demand, request, consent, approval, disapproval, waiver, or other communication (each of the foregoing are herein referred to as a "notice") that is to be given or made or communicated pursuant to this Agreement shall be in writing and shall be deemed to have been received, and shall be effective, (i) when delivered in person (including, without limitation, by messenger or courier), or (ii) when received via facsimile or electronic mail (e-mail), or (iii) three (3) days after having been mailed by certified or registered United States Mail, postage prepaid, return receipt requested, or (iv) the next business day after having been sent by overnight mail service, receipt requested, at notice addresses listed in Section 1 herein. Each party shall have the right at any time and from time to time to designate a different address, or additional or other party or parties, at such additional or other addresses for the delivery of notices, by giving notice in accordance with the foregoing, such different addresses and/or parties being effective from and after the date of receipt of such notice by the other party.

(d) **OFAC.** Manager represents and warrants to Owner that neither Manager nor any of its principals, partners, members, investors, or persons or entities controlled by or under common control with Manager (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("**OFAC**") pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the "**Order**"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation, or orders are collectively referred to as the "**Orders**"); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

(e) **Modifications.** No change or modification of this Agreement or of any of the provisions hereof shall be valid or effective unless the same is in writing and signed by the parties hereto. No alleged or contended waiver of any of the provisions of this Agreement shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.

(f) **Captions and Section Numbers.** Any article headings (or captions) throughout this Agreement are for convenience or reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Agreement, nor in any way affect this Agreement.

(g) **Assignment.** Neither party shall have no right to assign or transfer this Agreement or any of its rights or duties hereunder except with the prior written consent of the other party. Subject to the foregoing and the provisions regarding termination, this Agreement is binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

(h) **Satisfaction of Requirements.** Wherever a requirement is imposed on any party hereto, it shall be deemed that such party shall be required to perform such requirement at its own sole cost and expense unless it is specifically otherwise provided herein.

- (i) **Pronouns.** Wherever appropriate herein, the singular includes the plural, and the plural includes the singular.
- (j) **Counterparts.** This Agreement may be executed in several counterparts and the counterparts shall constitute but one and the same instrument.
- (k) **Waiver.** No failure by Owner or Manager to insist upon the strict performance of any term, covenant, agreement, provision, condition, or limitation of this Agreement to be kept, observed or performed by Manager or Owner, as applicable, and no failure by Owner or Manager to exercise any right or remedy consequent upon a breach of any such term, covenant, agreement, provision, condition, or limitation of this Agreement, shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition, or limitation. No waiver by Owner or Manager of any violation or breach of any terms, provisions or covenants herein contained shall be deemed or construed to constitute a waiver of any other or later violation or breach of the same or any other of the terms, provisions or covenants herein contained.
- (l) **Relationship of Parties.** Nothing contained in this Agreement or referred to herein shall be deemed or construed by the parties hereto or by any third-party to create the relationship of principal and agent, partnership, joint venturer, or any association between Owner and Manager, it being expressly understood and agreed that neither the provisions of this Agreement nor any act of the parties hereto shall be deemed to create any relationship between Owner and Manager other the relationship of owner and manager.
- (m) **Time of the Essence.** The parties agree that time is of the essence in performing their obligations hereunder.
- (n) **Authority.** Manager hereby represents and warrants to Owner that each individual executing this Agreement on behalf of Manager is authorized to execute this Agreement on its behalf. Owner hereby represents and warrants to Manager that each individual executing this Agreement on behalf of Owner is authorized to execute this Agreement on its behalf.
- (o) **Attorney's Fees.** If either party commences litigation against the other for the enforcement of the provisions hereof or for damages for the breach of this Agreement, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorney's fees as may be incurred.
- (p) **Anti-Terrorism Representations.** Manager is not, and shall not during the Term become, a person or entity with whom Owner is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 1002, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, "Anti-Terrorism Laws"), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated and Blocked Persons List (collectively "Prohibited Persons"). To the best of its knowledge, Manager is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Premises. Manager will not in the future during the Term engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Property. Breach of these representations constitutes a material breach of this Agreement and shall entitle Owner to any and all remedies available thereunder, or at law or in equity.

*[Remainder of Page Intentionally Left Blank]*

The parties have executed this Agreement through their authorized representatives as of the respective dates set forth below.

OWNER:

Pulaski County

By:

Printed Name:

Title:

Date:

Barry Hyde  
Barry Hyde  
Pulaski County Judge/CEO  
3-15-24

MANAGER:

Refuge Village

By:

Printed Name:

Title:

Date:

Errin Stanger  
Errin Stanger  
President  
3/14/24

FILED 03/15/24 14:45:13  
Terry Hollingsworth  
Pulaski County Circuit Clerk



**LEASE AGREEMENT  
BETWEEN  
PULASKI COUNTY  
AS LANDLORD,  
AND  
REFUGE VILLAGE  
AS TENANT**

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (this "Lease") is made and entered into effective as of January 1, 2024 (the "**Effective Date**"), by and between **Pulaski County, Arkansas**, whose address is 201 South Broadway, Suite 400, Little Rock, Arkansas 72201 ("**Landlord**"), and **Refuge Village**, an Arkansas nonprofit corporation, whose address is 2513 McCain Blvd., Suite 2 #161, North Little Rock, Arkansas 72116. ("**Tenant**").

### WITNESSETH:

That, for and in consideration of the mutual promises contained in this Lease, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties hereto, Landlord and Tenant, intending to be legally bound, agree as follows:

### **ARTICLE I. CERTAIN DEFINITIONS.**

For all purposes of this Lease, each term in bold face below shall have the meaning set out or referred to below.

**"Closing"** – As defined in Article II. Section 2.2.

**"Closing Date"** – The date set forth in Article II. Section 2.2.

**"Environmental Laws"** – The term "**Environmental Laws**" shall mean and include all applicable present and future federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("**FIFRA**"), 7 U.S.C. § 136 et seq.; the Marine Protection, Research and Sanctuaries Act, 33 U.S.C. § 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. § 4321 the Noise Control Act, 42 U.S.C. § 4901 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act ("**TSCA**"), 15 U.S.C. § 2601 et seq.; the Atomic Energy Act, 42 U.S.C. § 2011 et seq.; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. § 10101 et seq.; and state super lien and environmental cleanup statutes, with implementing regulations and guidelines. Environmental Laws shall also include all applicable present and future state, regional, county, municipal, and other local laws, regulations, and ordinances insofar as they are equivalent or similar to or address equivalent or similar subject matters as the federal laws recited above or otherwise purport to regulate Hazardous Materials (as hereinafter defined). Environmental Laws shall also include all common law tort principles relating to environmental quality, health, safety, contamination, and cleanup, including without limitation trespass, nuisance, ultrahazardous activity, and strict liability.

**"Event of Default"** – As defined in Article XIV.

**"Force Majeure"** – Matters beyond the reasonable control of a party responsible for a particular action (including, by means of example and not as limitation, general unavailability or moratorium on the issuance of required governmental approvals, unforeseeable governmental delays or restrictions, strikes, lockouts not caused by the party responsible for the particular action, labor unrest, inability to obtain materials or energy sources, abnormally inclement weather, acts of God, and fire or other casualties not caused by the party responsible for the particular action), provided that such matters shall excuse performance of a particular action only for so long as such matters actually and directly cause delay in the

party's performance of its obligations. The party seeking an extension of time because of a Force Majeure delay shall notify the other affected party within five (5) business days of obtaining knowledge of the onset of the delay, and shall take reasonable, diligent steps to overcome the delay. Lack of funds and the inability to obtain internal approvals shall not be Force Majeure.

**"Hazardous Materials"** – The term **"Hazardous Materials"** shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product, or constituent regulated under CERCLA; oil and petroleum products and by-products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides and herbicides regulated under FIFRA; asbestos and asbestos-containing materials, polychlorinated biphenyls, and other substances regulated under the TSCA; source material, special nuclear material, by-product material, and other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200 et seq.; hazardous waste under RCRA; and industrial process and pollution control wastes whether or not hazardous within the meaning of RCRA. For purposes of this Lease, the term **"Hazardous Materials"** shall not be deemed to mean cleaning or other maintenance supplies ordinarily used in the operation or maintenance of the Premises, provided that such cleaning or other maintenance supplies are stored or used in connection with the normal and customary operation of the business operated on the Premises and provided further that Tenant (A) complies at all times with all Environmental Laws applicable to such supplies or inventory, (B) stores and uses such supplies or inventory only in such quantities as are reasonably necessary for the normal and customary operation of the Premises and of the businesses therein, and (C) stores, uses, and disposes of such supplies and inventory in accordance with good housekeeping practices and procedures so as to prevent any contamination of the Premises or the Project. During any period of construction on the Project Site, Hazardous Materials as are reasonable and customary for construction of improvements comparable to the Project and permitted under the General Contract shall be allowed.

**"Improvements"** – As defined in Article IV. Section 4.4.

**"Initial Completion Date"** – As defined in Article II. Section 2.3(a).

**"Land"** – As defined in Article II. Section 2.1.

**"Landlord's Improvements"** – As defined in Article IV. Section 4.2.

**"Laws"** – Any law, statute, code, ordinance (including, without limitation, those relating to zoning, buildings, health, fire, or safety), regulation, or other requirement of any governmental authority which is applicable to the Premises, this Lease or the Project.

**"Neighbor Agreement"** – As defined in Article XIII. Section 13.2.

**"Operating Agreement"** – That certain agreement to be entered into between Refuge Village and Pulaski County, Arkansas, under the terms of which Refuge Village will provide management and operational services to the Premises and any related operations for the benefit of the neighbors of the Refuge Village.

**"Premises"** – As defined in Article II. Section 2.1.

**"Project"** – As defined in Article IV. Section 4.1.

**"Project Site"** – As defined in Article IV. Section 4.1.

**"Taxes"** – As defined in Article VII. Section 7.1.

**"Term"** – As defined in Article III. Section 3.2(b).

**ARTICLE II.**  
**CONDITIONS TO CLOSING AND DELIVERY OF POSSESSION OF PREMISES.**

**2.1. Demise.** At the Closing, Landlord, in consideration of the Tenant's Improvements to be constructed by Tenant, and the other covenants and conditions to be performed and observed by Tenant as provided in this Lease, shall deliver possession of the Premises and demise and lease to Tenant, and Tenant shall lease and accept from Landlord, all of that land and the rights and easements appurtenant thereto which is located at 6900 Green Road, Little Rock, Arkansas, consisting of approximately fifty (50) acres of land (the "**Premises**") situated within one hundred fifty (150) acres of land located in Pulaski County, Arkansas (the "**Land**"). The Land is bounded by the Southwest Trail Line (formerly Chicago, Rock Island, and Pacific Rail Line) on the north, Chicot Road on the west, Green Road on the south, and the City of Little Rock's corporate boundary on the east. The Premises are further described in **Exhibit A**, attached hereto and made a part hereof.

**2.2. Closing.** On the Closing Date, Landlord shall deliver possession of the Premises to Tenant, Tenant shall accept delivery of possession of the Premises from Landlord, and each shall agree to execute and/or deliver all related and required documents, instruments, and agreements reasonably required to document and perfect delivery of possession of Premises by Landlord to Tenant (the "**Closing**") no later than the Closing Date. The "**Closing Date**" shall be mutually agreed upon and specified in writing between Landlord and Tenant, and shall be the date of the earlier of (a) the substantial completion of Landlord's Improvements, to the satisfaction of both Landlord and Tenant, or (b) beginning of construction of Tenant's Improvements by Tenant.

**2.3. Delay in Construction.**

(a) **Initial Completion Date.** In the event the Landlord's Improvements are not completed by December 31, 2024 (the "**Initial Completion Date**"), the parties agree to negotiate new or additional terms regarding development of the Premises. If the parties are unable to agree to new or additional terms within sixty (60) days of the Expiration Date, either Landlord or Tenant may terminate this Lease by delivering written notice of such termination to the other.

(b) **Effect of Termination.** Upon termination of this Lease as provided in Section 2.3(a), this Lease and the obligations of the parties hereunder shall terminate and be of no further force or effect except for those provisions which expressly survive termination, and Landlord and Tenant for themselves, their affiliates, members, investors, principals, officers, directors, and trustees, waive, discharge, and release each other, their affiliates, parents, and related parties, and each of their respective members, shareholders, trustees, officers, directors, agents, and employees (such parties being the "**Related Parties**") from any right, obligation, claim, cost, interest, or liability accrued or arising with respect to this Lease, the Premises, and the Project, except for those certain limited obligations which are expressly provided to survive in this Lease.

**2.4. Reporting Requirements.** During the construction of Phase I and any additional construction phases of the Project, each of Landlord or Tenant (the "**Reporting Party**") shall submit a written report to the other party (the "**Receiving Party**") detailing information on construction status and updates with regard to the Improvements being constructed or to be constructed by the Reporting Party. In addition to such construction reports, during the Term of this Lease, Tenant shall provide to Landlord written reports on fundraising and/or funding milestones, Neighbor occupancy numbers, Partner Contracts, any other Project milestones, and any additional information as reasonably requested by Landlord. Pursuant thereto, Tenant has submitted to Landlord, in the form of **Exhibit B** attached hereto, certain proposed Project milestones. Any written reports required to be submitted pursuant to this Section 2.4 shall be submitted on a quarterly basis in accordance with the notice requirements of Section 20.3 herein, unless otherwise agreed in writing between the parties.

**ARTICLE III.  
TERM.**

**3.1. Term.** The Initial Term of this Lease shall commence on the Effective Date and shall continue until the day immediately preceding the twenty-fifth (25<sup>th</sup>) anniversary of the Closing Date, unless the Lease is sooner terminated in accordance with the provisions of this Lease (the “**Initial Term**”).

**3.2. Extension.** Unless the either party provides written notice of its intent not to renew this Lease at least one hundred and eighty (180) days prior to the expiration of the Term, this Lease shall be renewed for an additional twenty-five (25) year term (the “**Renewal Term**”). Any Renewal Term shall be governed by the same terms and conditions as the Initial Term, unless otherwise agreed to by the parties in writing. The Initial Term and any Renewal Term may be referred to herein as the “**Term**.” Renewals beyond three (3) successive terms shall require written acknowledgment of the parties.

**ARTICLE IV.  
CONSTRUCTION OF IMPROVEMENTS.**

**4.1. Project.** The Premises are situated in and are an integral part of the proposed Project (the “**Project Site**”). The proposed Project is intended to consist of four hundred (400) residences, entrance road, local streets, community building, kitchen and bathroom facilities, retail buildings, maintenance building, health clinic, community garden, and improvements and facilities to house other related uses and amenities (the “**Project**”). The Project will be developed in multiple phases and includes the Premises. The purpose of the Project is to operate as a complete community and serve as a permanent housing solution with community-centered rehabilitation, treatment, and support for individuals experiencing chronic homelessness. The conceptual design and operation of the Project are inspired by and based upon the successful operation of the Community First Village in Austin, Texas.

**4.2. Landlord’s Improvements.** In conjunction with the Project, Landlord shall construct or cause to be constructed upon the Premises the buildings, structures, and improvements generally described below (collectively, “**Landlord’s Improvements**”). Maintenance of all roads, trails, sidewalks, and storm drainage constructed on the Premises, whether constructed by Landlord or Tenant, shall be the maintenance obligation of Landlord upon completion and acceptance by the County Judge. Maintenance of all other of Landlord’s Improvements shall transfer to, and be the obligation of, Tenant upon completion of such Landlord’s Improvement. It is anticipated that Landlord’s Improvements generally shall consist of the following, all of which shall be constructed as part of Phase I of the Project:

- (a) Entrance road connecting the Premises with Green Road;
- (b) Local street located on the Premises, and connected to the entrance road, around which the first phase of residences and common buildings will be constructed;
- (c) Twenty (20) housing units;
- (d) Kitchen and bathroom facilities to support the residences to be constructed in Phase I of the Project;
- (e) Main hall;
- (f) Retail/convenience store;
- (g) Maintenance shop for use by Tenant in managing the Premises in accordance with the Operating Agreement; and
- (h) Grading, sidewalks, storm drainage, sanitary sewer, water line, electric, erosion control, and other related improvements.

**4.3. Tenant's Improvements.** In conjunction with the Project, Tenant shall construct or cause to be constructed upon the Premises, and, subject to the terms of this Lease and the Operating Agreement, including Landlord's obligation to maintain all roads constructed on the Premises, at all times maintain thereon, the buildings, structures and improvements generally described below. The buildings, structures, and improvements to be constructed by Tenant, together with any additions thereto or replacements thereof, are referred to in this Lease as the "**Tenant's Improvements.**" Tenant shall be permitted to begin construction on any of Tenant's Improvements at any time after the Effective Date. If Tenant's construction of any of Tenant's Improvements shall occur at the same time as Landlord's construction of Landlord's Improvements, Tenant agrees to notify Landlord of such concurrent construction, and Tenant and Landlord shall negotiate and enter into such construction schedules or other requirements as may be reasonably necessary. It is anticipated that the Tenant's Improvements generally shall consist of:

(a) Three hundred and eighty (380) total housing units, with eighty (80) of said housing units to be constructed during Phase I of the Project;

(b) Additional buildings and other related customary amenities to support the Project, including, but not limited to, additional kitchen and bath facilities to accommodate the additional residences to be constructed in Phase II and/or Phase III of the Project, a health clinic, and other buildings and structures as set forth in the plans developed by Tenant;

(c) All landscaped and planted areas, including a community garden, to be located on the Premises (including screening and buffers);

(d) All sidewalks, driveways, and other paved surfaces to be located on the Premises other than the roads, sidewalks, and other paved surfaces listed in Section 4.2 as Landlord's Improvements; and

(e) Any other improvements or structures that are to be constructed as part of the Project and that are not Landlord's Improvements.

**4.4. Title to Improvements.** Landlord's Improvements and Tenant's Improvements may collectively be referred to herein as the "**Improvements.**" All Landlord's Improvements during the Term of this lease shall be and remain the property of Landlord. All Tenant's Improvements during the Term of this Lease shall be and remain the property of Tenant. Upon the expiration or earlier termination of this Lease, fee ownership of the Improvements shall vest automatically in Landlord, without further action of the parties, and Tenant shall be paid just compensation for the fair market value of Tenant's Improvements, on a cost basis less depreciation, as of the date of expiration or termination for all improvements for which Tenant holds a responsibility for maintenance. The depreciation of each improvement of the Tenant for compensation purposes is to be the period of this Lease, or twenty-five (25) years, whichever is less.

**4.5. Construction and Work Obligations of Tenant.** The provisions of this Section 4.5 shall be applicable from and after the occurrence of the Closing and delivery of possession of the Premises.

(a) **Compliance.** Tenant shall cause Tenant's Improvements to be constructed (the "**Work**") in accordance with this Lease and all applicable Laws of governmental authorities having jurisdiction over the Project or the Work.

(b) **No Agency.** In no event shall Tenant be deemed (or act as) an agent of Landlord for any purpose whatsoever, provided, however, Landlord shall reasonably cooperate with Tenant, at Tenant's sole cost and expense, in its efforts to obtain any and all permits or approvals necessary or desirable in connection with the performance of the Work and shall execute all documents reasonably necessary to obtain any such permits or approvals.

(c) **General Conditions.** Except as provided in Section 4.8, Tenant shall use best efforts to cause its general contractor to confine all construction activities undertaken for the Project to the Premises; provided, however, that Tenant may use portions of the remainder of the Land for running of utilities services. Tenant shall provide Landlord with reasonable notice of the path of planned and/or proposed

utilities, and Landlord may reasonably alter or redirect the path to be taken for the same. Tenant shall require its general contractor to at all times keep the Premises and immediate adjacent surrounding streets, properties, sidewalks, and other areas immediately adjacent to the Premises reasonably free from waste materials, rubbish, debris, and other garbage created by the construction of the Project and employ adequate dust control measures.

#### **4.6. Landlord's Rights.**

(a) **Cooperation/No Control.** Whenever Landlord's cooperation is required by the Tenant in order to carry out Tenant's improvement obligations hereunder, Landlord agrees that it shall act in good faith and with reasonable promptness in so cooperating with the Tenant. Neither Landlord nor Tenant shall have control over or charge of, and neither Landlord nor Tenant shall be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, in connection with the Work; provided, however, Tenant shall cause its general contractor to be responsible for the same.

(b) **Inspection.** Subject to restrictions imposed by Tenant's general contractor for safety purposes, Landlord shall have reasonable access to the Premises upon request to inspect the Work. No inspection of, or failure to inspect, the Work by any individual or entity referenced herein shall relieve Tenant of its obligation to cause the Work and the Project to be properly performed and completed.

(c) **Termination.** In compliance with Arkansas Code Annotated § 14-16-110(c)(3), Landlord reserves the right to terminate this Lease upon a finding by the County Court that the Premises is needed for another public use. Tenant shall be provided reasonable notice prior to termination. It shall be considered reasonable for Landlord to provide Tenant with written notice no less than one hundred eighty (180) days prior to termination date.

**4.7. Liens.** Tenant covenants and agrees that it shall not suffer or permit any liens (including, without limitation, claims, security interests, mortgages, or other encumbrances), which are claimed to be by, through or under Tenant, to be placed upon or against the Premises or the Project. Tenant covenants that the construction of the Project will be completed and paid for in such manner so that the Project will be free and clear of any such liens.

**4.8. Utilities.** Landlord hereby agrees that it shall make, at its sole cost and expense, all necessary connections to all utility services which are required for the use and operation of the Premises and shall be entitled, at its sole cost and expense, to bring gas, electric and any other utilities and services to the Premises along a route and in a manner agreeable to the utility and landlord. Once upon the Premises the utilities shall be placed underground to the extent practicable and feasible along the local streets or other paths, such that the improvements, whether made by Landlord or Tenant, may have reasonable access to connect to the same. In connection therewith, Landlord hereby agrees to grant to the public utility companies supplying such services reasonably necessary easements in order to bring such utility services to the Premises and hereby grants to Tenant authorization to enter upon its property in order to make connections to such utility services. Tenant hereby further agrees to pay all utility connection charges that may be assessed against the Premises for the initial hook-up of such utilities to Tenant's Improvements. Tenant shall be responsible for paying all charges for utilities used or consumed on the Premises (including, but not limited to, all water and sewer charges, and gas and electric bills), after completion of Landlord's Improvements. Tenant shall have the right to tap into and use the storm and sanitary sewers and underground electric conduits and roadway crossovers heretofore and hereafter constructed and installed by, or on behalf of, Landlord, where and to the extent presently located on or about the Premises as of the Effective Date, provided that Tenant will repair all damage which Tenant (or any contractor, employee, agent, licensee, or other person or entity acting by, through or under Tenant) may cause in making such connections or facilitating such use (including, but not limited to, the repair of any damaged utility lines and repairing of any damaged pavement areas). Tenant shall perform such repairs in a good and workmanlike manner and to Landlord's reasonable satisfaction. Tenant hereby also agrees to permit Landlord to enter upon the Premises for purposes of constructing, installing and/or maintaining its obligations on or about the Premises; provided, however, that

such entry does not unreasonably interfere with Tenant's ability to complete its construction work and/or operate its business as contemplated by this Lease and the Operating Agreement. Tenant may use portions of the remainder of the Land and Project for construction staging and the installation of running of utilities by, through and under the additional portions of the Project as may be necessary to service the Project and permitted pursuant to Section 4.5(c). If necessary, Landlord shall grant easements over the Project for the benefit of the Project. Landlord and Tenant shall reasonably negotiate for the use of underground portions of the Project for installation of utility lines and any appropriate easement documentation shall be reasonably negotiated between the parties and any third-party utility service providers. Landlord shall not charge Tenant any fees for the use of such portions of the Project.

## **ARTICLE V. RENT.**

Tenant shall not be required to pay rent to Landlord pursuant to this Lease. In lieu of rent payments, Tenant shall manage the Premises pursuant to the Operating Agreement.

## **ARTICLE VI. USE OF PREMISES; COMPLIANCE WITH ORDINANCES; MAINTENANCE AND REPAIR.**

**6.1. Permitted Use.** Tenant may use the Premises for any lawful purpose consistent with the development and operation of the Premises and improvements thereon as a village for the chronically homeless in Pulaski County, Arkansas.

**6.2. Compliance with Laws.** Tenant shall keep the Premises in a condition conforming to the requirements, ordinary and extraordinary, whether or not now foreseen or foreseeable, of all applicable Laws, including Environmental Laws, regulations, covenants, conditions, and the regulations or other requirements of any national or local board of fire underwriters or any other body exercising similar functions and the requirements of all policies of insurance maintained by Tenant in force on or with respect to the Premises pursuant to the provisions of this Lease including, without limitation, the Americans with Disabilities Act of 1990 ("ADA"), affecting the Premises which in the future may become applicable to the Premises.

**6.3. Condition, Operation, Maintenance and Repair of Premises.** Tenant shall at all times during the Term and following completion of construction of the Improvements, cause the Premises and the Improvements to be maintained in a safe, clean and orderly condition, free of accumulations of rubbish, snow, ice, and unlawful obstructions, and in good order and condition (including, without limitation, the periodic repair and replacement, as needed to maintain the Premises in such condition, of the roof, structural elements, and mechanical systems of the Improvements and the installing, maintaining and repairing of those planters, dividers, curbs, signs, lights and landscaping) and shall make all necessary repairs, interior and exterior, structural and non-structural, extraordinary as well as ordinary, foreseen as well as unforeseen, ordinary wear and tear, and depreciation excluded. Tenant shall not commit waste on the Premises. For purposes of this Section 6.3, repairs shall include all replacements, renewals, alterations, additions, and betterments necessary to maintain the good and safe condition, and the good appearance, of the Improvements and to prevent or eliminate physical deterioration thereof. During the course of construction of the Improvements, Tenant will maintain the Premises in a clean and orderly condition in a manner consistent with the nature of a construction project and otherwise in compliance with all applicable Laws.

**6.4. Landlord to Give Tenant Copies of Notices.** Landlord covenants and agrees that, during the Term, Landlord shall promptly deliver to Tenant copies of notices received by Landlord from any governmental authority concerning the Premises, or the Improvements and alleging noncompliance with any Applicable Law or otherwise giving notice of any legal proceeding involving the Premises or the Improvements. Landlord agrees to deliver copies of any such notices to Tenant promptly after receipt by Landlord in the manner required hereunder.



**6.5. Tenant to Give Landlord Copies of Notices.** Tenant covenants and agrees that, during the Term, Tenant shall deliver to Landlord copies of notices received by Tenant from any governmental authority concerning the Premises or the Improvements and alleging noncompliance with any applicable law or otherwise giving notice of any legal proceeding involving the Premises or the Improvements.

## **ARTICLE VII. REAL ESTATE TAXES; ASSESSMENTS.**

**7.1. Taxes.** The term “Taxes” as used herein shall mean the total of all federal, state, county, and local governmentally imposed real property, personal and other taxes, metropolitan district charges and other assessments, fees, charges, and impositions of every kind and nature, general and special, ordinary and extraordinary, foreseen and unforeseen, including assessments for public improvements and betterments assessed or levied against the Premises by whomever made. Taxes shall also include, without limitation, any assessment, tax, fee, levy, or charge allocable to or measured by the area of the Premises, or upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use, or occupancy of the Premises, or any portion thereof, and any assessment, tax, fee, levy, or charge upon the transaction contemplated by this Lease or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises. “Taxes” specifically excludes any taxes or other charges to the extent attributable to land or buildings not otherwise included within the Premises. Tenant shall have no obligation to pay any tax or assessment which may be levied upon the income, profits, business or estate of Landlord or any personal property taxes, gross receipts, inheritance, or estate taxes of Landlord which may be levied against the premises or any administrative or management fees or charges in connection with any Taxes.

**7.2. General Obligation for Taxes Levied Against the Premises.** It is generally understood between the parties that there shall be no state, county, or local governmentally imposed Taxes upon the Premises. With respect to ad valorem taxation, the parties understand that pursuant to Arkansas law, including but not limited to Art. 16, Sec. 5 of the Arkansas Constitution and Ark. Code Ann. § 26-3-301(5), (6), (7) and (9), that the property of Landlord and of Tenant is exempt from ad valorem taxation. Notwithstanding the foregoing, with the exception of any federal, state, or local income, sales, or use taxes due and owing as a result of Tenant’s operation of the Premises in accordance with the Operating Agreement, the payment of which income, sales, or use taxes shall be the responsibility of Tenant, in the event that Taxes are assessed against the Premises, Landlord shall be responsible for payment of all Taxes (as defined in Section 7.1) currently billed and due and payable on a cash basis with respect to the Premises, it being understood and agreed that Landlord shall pay such amounts directly to the taxing authority as and when such amounts come due and prior to same becoming delinquent.

**7.3. Assessments by Improvement Districts.** Notwithstanding the foregoing, in the event any assessments are levied on the Premises by any local improvement districts, including, without limitation, any assessments levied by a local fire district, Landlord and Tenant agree to allocate the responsibility for the payment of any and all such assessments based upon each party’s respective share of the completed Improvements upon which such assessment is based. For purposes of illustration only, if an assessment is based upon the square feet of the completed Improvements, and the completed Tenant Improvements account for sixty percent (60%) of the square feet upon which the assessment is based, while the completed Landlord Improvements account for forty percent (40%) of the square feet upon which the assessment is based, Tenant shall be responsible for paying sixty percent (60%) of the assessment, and Landlord shall be responsible for paying forty percent (40%) of the assessment. Each party shall pay such amounts directly to the local improvement district as and when such amounts come due and prior to same becoming delinquent.

## **ARTICLE VIII. LIENS.**

**8.1. No Liens.** Except for any liens by parties claiming by, through or under Landlord or any of its affiliates, and subject to Section 8.2 hereof, Tenant shall not suffer or permit any lien, charge, security interest or encumbrance of any kind whatsoever (including, without limitation, any consensual lien, any tax lien, or any vendor's, mechanic's, laborer's, materialperson's, property manager's, or leasing agent's statutory or similar lien) to be filed or to exist against the Premises or the Improvements or any interest of Landlord or Tenant therein (whether by reason of labor, services, or materials supplied or claimed to have been supplied to or for the benefit of Tenant (other than Landlord or any Landlord affiliate) or for any other reason or cause) (each an "**Unpermitted Lien**").

**8.2. Obligation to Obtain Release.** If any such Unpermitted Lien shall at any time be filed or exist against the Premises or the Improvements or any part thereof or any estate or interest therein, Tenant shall, within thirty (30) days after Tenant receives actual notice of the filing or existence thereof, cause the same to be fully and unconditionally released or otherwise discharged of record by payment, bond, or otherwise. If Tenant fails to perform its obligation set forth in the preceding sentence, Landlord shall have the right (but no obligation) to secure the release or removal of such Unpermitted Lien and charge Tenant for the actual, out-of-pocket costs and expense of same.

**8.3. Landlord Lien.** In the event that any lien, charge, security interest, or encumbrance of any kind whatsoever (including, without limitation, any consensual lien, any tax lien, or any vendor's mechanic's, laborer's materialperson's, property manager's, or leasing agent's statutory or similar lien) caused by an act of Landlord or any of its affiliates shall be filed or exist against the Premises, or the Improvements or any part thereof or any estate or interest therein, Landlord shall cause such lien to be fully and unconditionally released or otherwise discharged of record by payment, bond, or otherwise within thirty (30) days after Landlord receives actual notice of the filing or existence thereof. If Landlord fails to perform its obligation set forth in the preceding sentence, Tenant shall have the right (but no obligation) to secure the release or removal of such lien and charge Landlord the actual, out-of-pocket costs and expense of same.

## **ARTICLE IX. ALTERATIONS AND ADDITIONS.**

**9.1. Tenant's Alterations and Additions.** Tenant shall be permitted to make or cause to be made any alterations, additions, modifications, replacements, or improvements ("**Alterations**") in or to the Improvements constructed and/or maintained by Tenant on the Premises without requiring the approval of Landlord. Tenant shall have the right to make such Alterations to the Premises from time to time as Tenant may elect, without the consent or approval of Landlord, subject however, to all of the terms and provisions of this Lease with respect to the use and operation of the Premises and the obligation to comply with all applicable Laws. Notwithstanding the foregoing, Tenant shall not change, in a material way, the ingress and egress from surrounding public ways to interior streets and corridors of the Premises without the prior written consent thereto by Landlord, which consent shall not be unreasonably withheld or delayed.

**9.2. Alteration Requirements.** All alterations, additions, improvements, or other changes permitted hereunder shall be performed in a good and skillful manner, in accordance with all applicable legal and insurance requirements, and in accordance with the provisions of this Lease. All work performed by or on behalf of Tenant shall be done in a good and skillful manner and diligently prosecuted to completion.

## **ARTICLE X. INSURANCE AND INDEMNITY.**

**10.1. Insurance Generally.** Tenant shall, at its sole cost and expense, obtain and maintain, and continuing throughout the Term, the following insurance policies:

- (a) Workmen's compensation insurance having such limits, and under such terms and conditions, as are required by Arkansas law;
- (b) Comprehensive general liability (broad form) insurance coverage in such amounts as to be determined and agreed upon by the parties;
- (c) Public liability insurance; and
- (d) Commercial blanket bond coverage (theft/fraud by employees).

**10.2. Contractors' Insurance after Completion of the Work.** Tenant shall require all contractors and subcontractors employed by it to maintain public liability insurance and broad form property damage insurance. Broad form property damage insurance shall specifically include demolition and excavating, including blasting, shall include automobile bodily injury and personal property insurance covering all vehicles moving under their own power in the Project Site. Tenant shall also require its contractors and subcontractors to carry (i) workmen's compensation and employer's liability insurance affording protection required under the Workmen's Compensation Law of the State of Arkansas, and (ii) employer's liability protection.

**10.3. Forms of Insurance Policies.** All policies of insurance provided for shall be effected under policies, in such forms and amounts as may from time to time be issued by insurers approved by Tenant. Within thirty (30) days of the purchase of each policy by Tenant, the original of each policy, or a copy thereof certified by an appropriate officer of the insurer as true and complete, bearing a notation evidencing the payment of the premium, or accompanied by other evidence reasonably satisfactory to Landlord of such payment, shall be delivered by Tenant to Landlord.

## **ARTICLE XI. DESTRUCTION OF PREMISES.**

**11.1. Damage or Destruction.** If all or any part of the Improvements are destroyed or damaged in whole or in part by fire or other casualty (whether or not insured) of any kind or nature, ordinary or extraordinary, foreseen, or unforeseen, Tenant shall give Landlord immediate notice thereof. Thereafter, Tenant, with respect to damage or destruction to any of Tenant's Improvements, whether or not such damage or destruction shall have been insured or insurable, and whether or not insurance proceeds, if any, shall be sufficient for the purpose, with due diligence (subject to Force Majeure), shall repair, alter, restore, replace, and rebuild (collectively, to "**Restore**," or the "**Restoration**") the same, at least to the extent of the value and as nearly as practicable to the character of the Tenant's Improvements existing immediately prior to such occurrence. With respect to damage or destruction to any of Landlord's Improvements, whether or not such damage or destruction shall have been insured or insurable, and whether or not insurance proceeds, if any, shall be sufficient for the purpose, Tenant and Landlord, within sixty (60) days of the date of Tenant's notice to Landlord of such damage or destruction, shall meet to negotiate in good faith which party shall bear the responsibility to Restore such damage or destruction. Each Restoration shall be done in accordance with the provisions of this Lease.

**11.2. Continuance of Lease.** This Lease shall not terminate, be forfeited or be affected in any manner, by reason of damage to or total, substantial or partial destruction of the Improvements or any part thereof or by reason of the untenability of the same or any part thereof, for or due to any reason or cause whatsoever; and Tenant's obligations hereunder shall continue as though the Improvements had not been damaged or destroyed and without abatement, suspension, diminution or reduction of any kind.

## **ARTICLE XII. CONDEMNATION.**

**12.1. Significant Taking.**

(a) If, at any time during the Term, the whole or any Significant Portion (as hereinafter defined) of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, this Lease and the Term shall terminate and expire on the date of such taking automatically.

(b) All compensation and damages awarded in connection with any taking or condemnation of the whole or any Significant Portion of the Premises shall be allocated as follows: (i) to Landlord for its fee interest in the Land (including its interest in the Landlord Improvements); and then (ii) to Tenant for its leasehold estate and its fee interest in the Tenant Improvements immediately prior to such taking.

(c) For purposes of this Section, the “**date of taking**” shall be deemed to be the earlier of (i) the date on which actual possession of all or a Significant Portion of the Premises is acquired by any lawful power or authority pursuant to the provisions of applicable federal or state law, or (ii) the date on which title to all or a Significant Portion of the Premises shall have vested in any lawful power or authority pursuant to the provisions of the applicable federal or state law.

(d) For purposes of this Section, a “**Significant Portion**” of the Premises shall be deemed to mean such portion of the Premises as when so taken, would leave remaining a balance of the Premises which, due either to the area so taken or the location of the part so taken in relation to the part not so taken, would not in Tenant’s reasonable estimation, under economic conditions, market conditions, applicable zoning laws, or building regulations then existing or prevailing, readily accommodate new Improvements (or restored Improvements) of a nature similar to the Improvements existing at the date of such taking and after performance of all covenants, agreements, terms, and provisions herein and by law required to be performed and paid by Tenant.

(e) Tenant shall be entitled to any independent award related to Tenant’s leasehold interest, including Tenant being entitled to make a claim in its own name to any condemning authority for the value of Tenant’s leasehold under this Lease, any furniture, trade fixtures, trade equipment, and personal property belonging to Tenant and not forming a part of the Premises or for the cost of moving the same, plus the unamortized value of the Improvements.

**12.2. Temporary Taking.** If, at any time during the Term, the whole or any part of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain for a period of less than eighteen (18) months, this Lease shall continue in full force and effect, and Tenant shall continue to perform and observe all of its obligations hereunder as though such temporary taking had not occurred except only to the extent that it may be prevented from so doing by the terms of the order of the authority which made the taking or by the conditions resulting from such taking, including the loss of its possession of all or any part of the Premises. If the temporary taking is for a period entirely within the Term of this Lease, then Tenant shall be entitled to receive the entire amount of any award made for such taking, whether paid by way of damages or otherwise. If the period of the temporary taking extends beyond the termination of the Term of this Lease, the amount of such award, after payment to Landlord therefrom of the estimated cost of restoration of the Landlord’s Improvements, if any resulting from such temporary taking, shall be apportioned between Landlord and Tenant as of the date of such termination, Landlord receiving the portion thereof multiplied by a fraction, the numerator of which shall be the number of years (or fractions thereof) in the period of temporary taking extending beyond the termination of the Term of this Lease, and the denominator of which shall be the number of years (or fractions thereof) of the period of the temporary taking, and Tenant shall receive the balance of such award.

**12.3. General Provisions.** Each of the parties shall execute and deliver any and all documents that may be reasonably required in order to facilitate collection by them of such awards in accordance with the provisions of this Article.

**ARTICLE XIII.  
ASSIGNMENT AND SUBLETTING**

**13.1. Restricted Transfers.** This Lease and the respective interests of Tenant and Landlord in this Lease (or any portion thereof) shall not be sold, assigned, or otherwise transferred, whether by operation of law or otherwise, without the prior written consent of the other party. Any such assignment without the other party's prior written consent shall be void and of no effect.

**13.2. Neighbor Agreements.** Tenant shall license the use of the housing units constructed on the Premises to chronically homeless individuals located in Pulaski County, Arkansas. Any such license agreement is referred to in this Lease as a "**Neighbor Agreement**," and the licensee under any such Neighbor Agreement are referred to as a "**Neighbor**" and collectively as the "**Neighbors**." Each Neighbor Agreement shall be made pursuant to a separate written agreement between Tenant and each Neighbor. Each Neighbor Agreement shall be subject to the following terms and conditions: (a) no Neighbor Agreement shall be made for a term, including all extensions and renewals, extending beyond the Term of this Lease; and (b) each Neighbor Agreement shall conform to the requirements of this Lease and the Operating Agreement, and shall not contravene any covenants of Tenant herein. Tenant shall use reasonable efforts to cause the Neighbors to comply with their obligations under their respective Neighbor Agreements, and Tenant shall enforce with due diligence, subject to Force Majeure, all of its rights thereunder in accordance with the terms of each Neighbor Agreement. Any such Neighbor Agreement entered into between Tenant and a Neighbor shall be submitted to Landlord in a written report pursuant to and in accordance with Section 2.4 herein. In entering into Neighbor Agreements with Neighbors, Tenant shall endeavor, to the nearest extent possible, to ensure that the population of Neighbors utilizing the housing units constructed on the Premises reflects the racial diversity of the population of Pulaski County, Arkansas as a whole.

**13.3. Partner Contracts.** In addition to the Neighbor Agreements, Tenant may sublet certain portions of the Premises to civic, community, health, or other partners (each a "**Partner**") for the purpose or providing certain services and treatment to the Neighbors free of charge (such as health and dental services), and to provide amenities to the Neighbors, staff and guests to improve quality of life, whether necessary for living or for convenience. Any such contract entered into between Tenant and a third-party Partner is referred to as a "**Partner Contract**." Each Partner Contract shall be made pursuant to a separate written agreement between the Tenant and each Partner. Each Partner Contract shall be subject to the following terms and conditions: (a) no Partner Contract shall be made for a term, including all extensions and renewals, extending beyond the Term of this Lease; and (b) each Partner Contract shall conform to the requirements of this Lease and the Operating Agreement, and shall not contravene any covenants of Tenant herein. Tenant shall use reasonable efforts to cause the Partners to comply with their obligations under their respective Partner Contracts, and Tenant shall enforce with due diligence, subject to Force Majeure, all of its rights as the landlord thereunder in accordance with the terms of each of the Partner Contracts. Any such Partner Contract entered into between Tenant and a Partner shall be submitted to Landlord in a written report pursuant to and in accordance with Section 2.4 herein.

**13.4. Retail Space.** Tenant shall staff and maintain the retail space on the Premises at Tenant's own cost and expense. It is intended that the retail space shall be staffed by Tenant employees and/or Neighbors in accordance with the terms of the Operating Agreement. In addition thereto, Neighbors may be permitted to sell wares and/or products created by the Neighbors as part of the operation of the Retail Space by Tenant. Tenant shall submit to Landlord a written report regarding the retail space and any sales made therein in accordance with Section 2.4 herein.

**ARTICLE XIV.  
DEFAULT AND REMEDIES.**

If either Tenant or Landlord shall fail to observe or perform one or more of the material terms, conditions, covenants or agreements of Tenant or Landlord under this Lease (an “**Event of Default**”), and such Event of Default shall not be cured by the breaching party within thirty (30) days after written notice thereof by the non-breaching party specifying such Event of Default, then each of Tenant and Landlord agree to submit such Event of Default to dispute resolution under the terms and conditions of Article XIX hereunder. If the parties are unable to resolve the Event of Default through dispute resolution, then the non-breaching party may either (a) cure the Event of Default by performing or paying the obligation which the other party as breached, in which case all reasonable costs and expenses incurred by the non-breaching party in curing the Event of Default shall be due and payable from the breaching party to the non-breaching party, or (b) terminate this Lease by giving written notice of such intention to terminate to the other party.

#### **ARTICLE XV. RIGHT OF ACCESS.**

Subject to the rights of subtenants, Tenant hereby agrees to allow Landlord (or any agent of Landlord) to enter upon the Premises at all reasonable times, and upon reasonable prior notice to Tenant (except in the event of an emergency, in which event no notice shall be required), for the purposes of inspecting, making repairs or replacements to be made by Landlord in accordance with this Lease.

#### **ARTICLE XVI. DELAYS.**

In the event that Landlord or Tenant is delayed or prevented from performing any of their respective obligations during the Term of this Lease due to Force Majeure, then, except to the extent expressly limited by the terms of this Lease, the period of such delays shall be deemed added to the time herein provided for the performance of any such obligation and the defaulting party shall not be liable for losses or damages caused by such delay.

#### **ARTICLE XVII. END OF TERM.**

No act or thing done by Landlord, or any agent or employee of Landlord during the Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by Landlord. Upon the expiration or sooner termination of this Lease, Tenant shall quit and surrender to Landlord the Premises, broom clean, in “as-is” condition at the time of surrender, and Tenant shall further surrender to Landlord all keys to or for the Premises and the Improvements thereon, and shall inform Landlord of all combinations on locks, safes, and vaults, if any, left by Tenant or any subtenant in the Premises. Tenant shall, at its expense, remove all of Tenant’s and any subtenant’s property, and shall repair any and all damage to the Premises and/or to the Project caused by such removal. Tenant’s obligation to observe and perform all of the covenants contained in this Section shall survive the expiration or sooner termination of the Term of this Lease.

#### **ARTICLE XVIII. COVENANT OF QUIET ENJOYMENT**

Upon the observance and performance of all covenants, terms and conditions on Tenant’s part to be observed and performed pursuant to this Lease, Tenant shall be entitled during the Term hereof to quiet enjoyment of the Premises pursuant to the terms hereof, without any interruption or disturbance from Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject to the terms and conditions of this Lease.

**ARTICLE XIX.  
DISPUTE RESOLUTION; GOVERNING LAW**

**19.1. Dispute Resolution.** Except as otherwise agreed by the parties in writing, any controversy, dispute or claim between the parties arising out of, related to or in connection with this Lease or the performance or breach hereof shall be submitted to and resolved as follows:

(a) All claims or controversies arising out of or relating to this Lease shall be attempted to be resolved in the first instance by non-binding mediation in Little Rock, Arkansas, under the commercial mediation rules of the American Arbitration Association (“AAA”) in effect on the date of delivery of demand for mediation. The parties agree to use mutually acceptable professional mediation services. In the event that the parties are unable to jointly select a mediator or a mediation service, the matter in controversy shall be submitted to the AAA for administration and assignment of a mediator. Each party shall pay its own expenses in connection with such mediation, including legal fees, and the parties agree to share equally any other fees associated with the mediation, including the cost of the mediator. Unless a settlement or resolution is mutually agreed to in writing, the participants shall not be bound by the discussions or outcome of the mediation.

(b) In the event that any claim or controversy arising out of or relating to this Lease is not resolved via mediation as set forth in Section 19.1(a), such claim or controversy shall be submitted to a court of competent jurisdiction, subject to the provisions of Section 19.2.

**19.2. Governing Law.** This Lease shall be governed by and construed in accordance with the domestic Laws of the State of Arkansas without giving effect to any choice or conflict of law provision or rule (whether of the State of Arkansas or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Arkansas. Each party waives any defense of forum non conveniens and agrees to be bound by any judgment rendered thereby in connection with this Lease. For the avoidance of doubt, the parties agree that, once an action or proceeding is brought in the above-required forum, the other party to the action or proceeding may bring any counterclaims in the same forum. Landlord, as an instrumentality of the State of Arkansas, is entitled to certain immunities, whether as a defense or as a bar to suit, and nothing herein shall be construed to waive the same.

**ARTICLE XX.  
MISCELLANEOUS**

**20.1. Entire Agreement.** This Lease, Operating Agreement, the Request for Proposal (RFP), and the documents signed and delivered by Landlord and Tenant in connection herewith and referred to herein contain the entire agreement between the parties hereto with respect to the Premises, and there are no promises, agreements, conditions, undertakings, or warranties or representations, oral or written, express or implied, between them other than as set forth in this Lease and such other documents, which are intended to be an integration of all prior or contemporaneous promises, agreements, conditions, and undertakings between the parties hereto relating to the Premises. In executing and delivering this Lease, Tenant has not relied on any statement, representation, or warranty by Landlord or any of its agents or employees which is not set forth in this Lease or in such other documents. In the event that the terms of this Lease or the Operating Agreement conflict with the terms of any RFP, or in the absence of language required for county contracting that will have been accomplished by or collected during the bid process, the RFP shall govern.

**20.2. Severability.** If any provision of this Lease or the application thereof to any extent shall be invalid or unenforceable, the remainder of this Lease, or the application of such provision to the parties or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**20.3. Notices.** Each notice, demand, request, consent, approval, disapproval, waiver, or other communication (each of the foregoing are herein referred to as a “notice”) that is to be given or made or

communicated pursuant to this Lease shall be in writing and shall be deemed to have been received, and shall be effective, (i) when delivered in person (including, without limitation, by messenger or courier), or (ii) when received via facsimile or electronic mail (e-mail), or (iii) three (3) days after having been mailed by certified or registered United States Mail, postage prepaid, return receipt requested, or (iv) the next business day after having been sent by overnight mail service, receipt requested, at the following addresses:

If to Landlord:

Pulaski County  
Attn: Pulaski County Judge  
201 South Broadway, Suite 400  
Little Rock, AR 72201  
Email: [bhyde@pulaskicounty.net](mailto:bhyde@pulaskicounty.net)

with a copy to (which copy shall not constitute notice):

Pulaski County Purchasing  
Attn: Michelle Johnson  
201 S. Broadway, Ste. 440  
Little Rock, AR 72201  
Email: [mjohnson@pulaskicounty.net](mailto:mjohnson@pulaskicounty.net)

If to Tenant:

Refuge Village  
2513 McCain Blvd. Suite 2 #161  
North Little Rock, AR 72116  
Email: [refugevillage2023@gmail.com](mailto:refugevillage2023@gmail.com)

with a copy to (which copy shall not constitute notice):

Barber Law Firm, PLLC  
Attn: Jenny R. Wilkes  
425 W Capitol Ave., Suite 3400  
Little Rock, AR 72201  
Email: [jwilkes@barberlawfirm.com](mailto:jwilkes@barberlawfirm.com)

Each party shall have the right at any time and from time to time to designate a different address, or additional or other party or parties, at such additional or other addresses for the delivery of notices, by giving notice in accordance with the foregoing, such different addresses and/or parties being effective from and after the date of receipt of such notice by the other party.

**20.4. OFAC.** Tenant represents and warrants to Landlord that neither Tenant nor any of its principals, partners, members, investors, or persons or entities controlled by or under common control with Tenant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the "Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation, or orders are collectively referred to as the "Orders"); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

**20.5. Liability of Tenant and Landlord.** If Landlord or Tenant shall fail to perform any covenant, term or condition of this Lease upon its part to be performed, and if as a consequence of such default either Landlord or Tenant shall recover a money judgment against the other, such judgment shall be satisfied only



out of the assets of Tenant or Landlord, as the case may be, and proceeds arising from the Project if any, and none of Landlord's or Tenant's shareholders, members, or managers or any of their respective officers, directors, shareholders, agents, or employees, or affiliates shall be personally liable for any deficiency, Landlord and Tenant each hereby expressly waiving and releasing such personal liability on behalf of itself and all persons claiming by, through and under them.

**20.6. Brokers.** Tenant and Landlord each represents to the other that it has not dealt with any broker in connection with this Lease and that, insofar as either knows, no broker has negotiated this Lease or is entitled to any fee or commission in connection herewith. Landlord agrees to indemnify, defend, and hold Tenant and Tenant's agents harmless from and against any claims for a fee or commission made by any broker claiming to have acted by or on behalf of Landlord in connection with this Lease. Tenant agrees to indemnify, defend, and hold Landlord and Landlord's agents harmless from and against any claims for a fee or commission made by any broker claiming to have acted by or on behalf of Tenant in connection with this Lease.

**20.7. Modifications.** No change or modification of this Lease or of any of the provisions hereof shall be valid or effective unless the same is in writing and signed by the parties hereto. No alleged or contended waiver of any of the provisions of this Lease shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.

**20.8. Captions and Section Numbers.** Any article headings (or captions) throughout this Lease are for convenience or reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Lease, nor in any way affect this Lease.

**20.9. Satisfaction of Requirements.** Wherever a requirement is imposed on any party hereto, it shall be deemed that such party shall be required to perform such requirement at its own sole cost and expense unless it is specifically otherwise provided herein.

**20.10. Pronouns.** Wherever appropriate herein, the singular includes the plural, and the plural includes the singular.

**20.11. Counterparts.** This Lease may be executed in several counterparts and the counterparts shall constitute but one and the same instrument.

**20.12. Waiver.** No failure by Landlord or Tenant to insist upon the strict performance of any term, covenant, agreement, provision, condition, or limitation of this Lease to be kept, observed or performed by Tenant or Landlord, as applicable, and no failure by Landlord or Tenant to exercise any right or remedy consequent upon a breach of any such term, covenant, agreement, provision, condition, or limitation of this Lease, shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition, or limitation. No waiver by Landlord or Tenant of any violation or breach of any terms, provisions or covenants herein contained shall be deemed or construed to constitute a waiver of any other or later violation or breach of the same or any other of the terms, provisions or covenants herein contained.

**20.13. Binding Effect.** This Agreement and all of the terms and provisions herein contained shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, administrators, estates, representatives, successors, and permitted assigns.

**20.14. Relationship of Parties.** Nothing contained in this Lease or referred to herein shall be deemed or construed by the parties hereto or by any third-party to create the relationship of principal and agent, partnership, joint venturer, or any association between Landlord and Tenant, it being expressly understood and agreed that neither the provisions of this Lease nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other the relationship of landlord and tenant.

**20.15. Time of Essence.** Time is of the essence of this Lease in each of its provisions.

**20.16. Authority.** Tenant hereby represents and warrants to Landlord that each individual executing this Lease on behalf of Tenant is authorized to execute this Lease on its behalf. Landlord hereby represents and warrants to Tenant that each individual executing this Lease on behalf of Landlord is authorized to execute this Lease on its behalf.

**20.17. Attorney's Fees.** If either party commences litigation against the other for the enforcement of the provisions hereof or for damages for the breach of this Lease, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorney's fees as may be incurred.

**20.18. Anti-Terrorism Representations.** Tenant is not, and shall not during the Term become, a person or entity with whom Landlord is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 1002, H.R. 3162, Public Law 107-56 (commonly known as the "**USA Patriot Act**") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, "**Anti-Terrorism Laws**"), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated and Blocked Persons List (collectively "**Prohibited Persons**"). To the best of its knowledge, Tenant is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Premises. Tenant will not in the future during the Term engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Premises. Breach of these representations constitutes a material breach of this Lease and shall entitle Landlord to any and all remedies available thereunder, or at law or in equity.


*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the parties hereto have entered into this Lease as of the day and year first above written.

TENANT:

**Refuge Village,**

an Arkansas nonprofit corporation

By:   
Name: Errin Stanger  
Title: President

LANDLORD:

**Pulaski County, Arkansas,**

By:   
Name: [name of signatory] Barry Hyde  
Title: [title of signatory] Pulaski County Judge / CEO

**EXHIBIT A**  
**PREMISES**

*[See attached.]*

**EXHIBIT B**  
**TENANT PROJECT MILESTONES**