
2019 Federal Low Income Housing Tax Credit Program

Application For Reservation

Deadline for Submission

9% Competitive Credits

Applications Must Be Received At VHDA No Later Than **2:00 PM**
Richmond, VA Time On **March 14, 2019**

Tax Exempt Bonds

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



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

INSTRUCTIONS FOR THE VIRGINIA 2019 LIHTC APPLICATION FOR RESERVATION

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

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

Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **2:00 PM** Richmond Virginia time on **March 14, 2019**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

Please Note:

Applicants should submit all application materials in electronic format only.

There should be distinct files which should include the following:

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

IMPORTANT:

VHDA can accept files via our work center site Procorem or on flash/thumb drives. Contact Hope Rutter for access to Procorem.

Do not submit any application materials to any email address unless specifically requested by the VHDA LIHTC Allocation Department staff.

Disclaimer:

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

Entering Data:

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

Please Note:

- ▶ **VERY IMPORTANT! : Do not** use the copy/cut/paste functions within this document. Pasting fields will corrupt the application and may result in penalties. You may use links to other cells or other documents but do not paste data from one document or field to another.
- ▶ Some fields provide a dropdown of options to select from, indicated by a down arrow that appears when the cell is selected. Click on the arrow to select a value within the dropdown for these fields.
- ▶ The spreadsheet contains multiple error checks to assist in identifying potential mistakes in the application. These may appear as data is entered but are dependent on values entered later in the application. Do not be concerned with these messages until all data within the application has been entered.
- ▶ Also note that some cells contain error messages such as “#DIV/0!” as you begin. These warnings will disappear as the numbers necessary for the calculation are entered.

Assistance:

If you have any questions, please contact the VHDA LIHTC Allocation Department. Please note that we cannot release the copy protection password.

VHDA LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	johndavid.bondurant@vhda.com	(804) 343-5725
Hope Coleman Rutter	hope.rutter@vhda.com	(804) 343-5574
Sheila Stone	sheila.stone@vhda.com	(804) 343-5582
Stephanie Flanders	stephanie.flanders@vhda.com	(804) 343-5939
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Jovan Burton	Jovan.burton@vhda.com	(804) 343-5518

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2019 Low-Income Housing Tax Credit Application For Reservation

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

- \$1,000 Application Fee **(MANDATORY)**
 - Electronic Copy of the Microsoft Excel Based Application **(MANDATORY)**
 - Scanned Copy of the **Signed** Tax Credit Application with Attachments (excluding market study and plans & specifications) **(MANDATORY)**
 - Electronic Copy of the Market Study **(MANDATORY - Application will be disqualified if study is not submitted with application)**
 - Electronic Copy of the Plans **(MANDATORY)**
 - Electronic Copy of the Specifications **(MANDATORY)**
 - Electronic Copy of the Physical Needs Assessment **(MANDATORY if rehab)**
 - Electronic Copy of Appraisal **(MANDATORY if acquisition credits requested)**
 - Electronic Copy of Environmental Site Assessment (Phase I) **(MANDATORY if 4% credits requested)**
 - Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests **(MANDATORY)**
 - Tab B: Virginia State Corporation Commission Certification **(MANDATORY)**
 - Tab C: Principal's Previous Participation Certification **(MANDATORY)**
 - Tab D: List of LIHTC Developments (Schedule A) **(MANDATORY)**
 - Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment **(MANDATORY)**
 - Tab F: Architect's Certification and RESNET Rater Certification **(MANDATORY)**
 - Tab G: Zoning Certification Letter **(MANDATORY)**
 - Tab H: Attorney's Opinion **(MANDATORY)**
 - Tab I: Nonprofit Questionnaire **(MANDATORY for points or pool)**
- The following documents need not be submitted unless requested by VHDA:
- Nonprofit Articles of Incorporation
 - IRS Documentation of Nonprofit Status
 - Joint Venture Agreement (if applicable)
 - For-profit Consulting Agreement (if applicable)
- Tab J: Relocation Plan **(MANDATORY, if tenants are displaced)**
 - Tab K: Documentation of Development Location:
 - K.1 Revitalization Area Certification
 - K.2 Location Map
 - K.3 Surveyor's Certification of Proximity To Public Transportation
 - Tab L: PHA / Section 8 Notification Letter
 - Tab M: Locality CEO Response Letter
 - Tab N: Homeownership Plan
 - Tab O: Plan of Development Certification Letter
 - Tab P: Developer Experience documentation and Partnership agreements
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 - Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal
 - Tab W: (Reserved)
 - Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/13/2019

1. Development Name: Fairlington Presbyterian
2. Address (line 1): 3846 King Street
Address (line 2):
City: Alexandria State: VA Zip: 22302
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: Latitude:
(Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:
City/County of Alexandria City
5. The site overlaps one or more jurisdictional boundaries..... FALSE
If true, what other City/County is the site located in besides response to #4?.....
6. Development is located in the census tract of: 2002.01
7. Development is located in a Qualified Census Tract..... FALSE
8. Development is located in a Difficult Development Area..... FALSE
9. Development is located in a Revitalization Area based on QCT FALSE
10. Development is located in a Revitalization Area designated by resolution TRUE
11. Development is located in an Opportunity Zone (with a binding commitment for funding)..... FALSE
(If 9, 10 or 11 are True, Action: Provide required form in TAB K1)
12. Development is located in a census tract with a poverty rate of.....

3%	10%	12%
TRUE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: 11
- Planning District: 8
- State Senate District: 30
- State House District: 46

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

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

14. ACTION: Provide Location Map (TAB K2)

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

This is a new construction 100% affordable multifamily residential building that will be constructed on the existing Fairlington Presbyterian Church campus.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/13/2019

16. Local Needs and Support

- a. Provide the name and the address of the chief executive officer (City Manager, Town Manager, or County Administrator of the political jurisdiction in which the development will be located:

Chief Executive Officer's Name: Mr. Mark B. Jinks
 Chief Executive Officer's Title: City Manager Phone: 703-746-4357
 Street Address: 301 King Street, Room 3500
 City: Alexandria State: VA Zip: 22314

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Helen McIlvaine, Director Office of Housing, 703-746-3088

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

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

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

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

B. RESERVATION REQUEST INFORMATION

1. **Requesting Credits From:**

- a. If requesting 9% Credits, select credit pool: New Construction
- or
- b. If requesting Tax Exempt Bonds, select development type:

2. **Type(s) of Allocation/Allocation Year**

Carryforward Allocation

Definitions of types:

- a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2019.
- b. **Carryforward Allocation** means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2019, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2019 credits pursuant to Section 42(h)(1)(E).

3. **Select Building Allocation type:**

New Construction

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

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

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

A site plan has been submitted with this application indicating two developments on the same or contiguous site. One development relates to this 9% allocation request and the remaining development will be a 4% tax exempt bond application. (25, 35 or 45 pts)

- a. Has the developer met with VHDA regarding the 4% tax exempt bond deal? FALSE
- b. List below the number of units planned for each allocation request. This stated count cannot be changed or 9% Credits will be cancelled.

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

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

6. **Extended Use Restriction**

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

Must Select One: 30

Definition of selection:

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

C. OWNERSHIP INFORMATION

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

1. Owner Information:

Must be an individual or legally formed entity.

Owner Name: Wesley Fairlington LLC

Developer Name: Wesley Housing Development Corporation of Northern Virginia

Contact: M/M Ms. First: Shelley MI: S. Last: Murphy

Address: 5515 Cherokee Avenue, Suite 200

City: Alexandria St. VA Zip: 22312

Phone: (703) 642-3830 Ext. 212 Fax: (703) 941-1742

Email address: smurphy@whdc.org

Federal I.D. No. 83-3395060 (If not available, obtain prior to Carryover Allocation.)

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

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

Judith Cabelli, jcabelli@whdc.org, 703-642-3830 x215

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

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

<u>Names **</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>	
<u>Shelley S. Murphy</u>	<u>703-642-3830</u>	<u>Chief Exec. Officer</u>	<u>0.000%</u>	<i>needs</i>
<u>Wesley Fairlington Managing Member LLC</u>	<u>703-642-3830</u>	<u>Managing Member</u>	<u>100.000%</u>	
<u>Wesley Housing Development Corporation of Northern Virginia</u>	<u>703-642-3830</u>	<u>Sole member of MM</u>	<u>0.000%</u>	<i>needs</i>
			<u>0.000%</u>	<i>needs</i>
			<u>0.000%</u>	
			<u>0.000%</u>	
			<u>0.000%</u>	

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

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

C. OWNERSHIP INFORMATION

- ACTION:**
- a. Provide Principals' Previous Participation Certification **(Mandatory TAB C)**
 - b. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. **(Mandatory at TABS A/D)**

3. Developer Experience: Provide evidence that the principal or principals of the controlling general partner or managing member for the proposed development have developed:

- a. as a controlling general partner or managing member, (i) at least three tax credit developments that contain at least three times the number of housing units in the proposed development or (ii) at least six tax credit developments. **TRUE**

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

- b. at least three deals as principal and have at \$500,000 in liquid assets..... **FALSE**

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

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

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

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one and provide documentation - **Mandatory TAB E**)

Select Type: Purchase Contract

Expiration Date:

In the Option or Purchase contract - Any contract for the acquisition of a site with an existing residential property may not require an empty building as a condition of such contract, unless relocation assistance is provided to displaced households, if any, at such level required by VHDA. See QAP for further details.

FALSE There is more than one site for development and more than one form of site control.

(If **True**, provide documentation for each site specifying number of existing buildings on the site (if any), type of control of each site, and applicable expiration date of stated site control. A site control document is required for each site (**Tab E**.)

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

a. FALSE Owner already controls site by either deed or long-term lease.

b. TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... .

c. FALSE There is more than one site for development and more than one expected date of acquisition by Owner.

(If c is **True**, provide documentation for each site specifying number of existing buildings on the site, if any, and expected date of acquisition of each site by Owner (**Tab E**.)

D. SITE CONTROL

3. Seller Information:

Name: Fairlington Presbyterian Church Corporation

Address: 3846 King Street

City: Alexandria St.: VA Zip: 22302

Contact Person: Pastor Juli Wilson-Black Phone: (703) 931-7344

There is an identity of interest between the seller and the owner/applicant..... FALSE

If above statement is **TRUE**, complete the following:

Principal(s) involved (e.g. general partners, controlling shareholders, etc.)

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

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E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team. Provide Contact and Firm Name.

1. Tax Attorney: Steven Paul This is a Related Entity. FALSE
Firm Name: Klein Hornig LLP
Address: 101 Arch Street, Boston, MA 02110
Email: spaul@kleinhornig.com Phone: 617-224-0610
2. Tax Accountant: Peter Hodgson This is a Related Entity. FALSE
Firm Name: Cohn Reznick
Address: 7501 Wisconsin Avenue, Suite 400, Bethesda, MD 20814
Email: peter.hodgson@cohnreznick.com Phone: 301-280-2998
3. Consultant: This is a Related Entity. FALSE
Firm Name: Role:
Address:
Email: Phone:
4. Management Entity: Frank Mooney This is a Related Entity. TRUE
Firm Name: Wesley Property Management Company
Address: 5515 Cherokee Avenue, Suite 200, Alexandria, VA 22312
Email: fmooney@whdc.org Phone: 703-642-3830
5. Contractor: John Kim This is a Related Entity. FALSE
Firm Name: Harkins Builders, Inc.
Address: 10490 Little Patuxent Parkway Suite 400, Columbia, Maryland 21044
Email: JKim@HarkinsBuilders.com Phone: 410-480-4208
6. Architect: Jim Heffner This is a Related Entity. FALSE
Firm Name: Heffner Architects, PC
Address: 604 Montgomery Street, Alexandria, VA 22314
Email: jheffner@heffnerarch.com Phone: 703-549-7766
7. Real Estate Attorney: Erik Hoffman This is a Related Entity. FALSE
Firm Name: Klein Hornig LLP
Address: 1325 G Street NW, Suite 770, Washington DC 20005
Email: ehoffman@kleinhornig.com Phone: 202-842-0125
8. Mortgage Banker: This is a Related Entity. FALSE
Firm Name:
Address:
Email: Phone:
9. Other: This is a Related Entity. FALSE
Firm Name: Role:
Address:
Email: Phone:

F. REHAB INFORMATION

1. Acquisition Credit Information

- a. Credits are being requested for existing buildings being acquired for development..... **FALSE**
If no credits are being requested for existing buildings acquired for the development, skip this tab.
- b. This development has received a previous allocation of credits..... **FALSE**
 If so, in what year did this development receive credits?
- c. The development is listed on the RD 515 Rehabilitation Priority List?..... **FALSE**
- d. This development is an existing RD or HUD S8/236 development..... **FALSE**
Action: (If True, provide required form in **TAB Q**)

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

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

2. Ten-Year Rule For Acquisition Credits

- a. All buildings satisfy the 10-year look-back rule of IRC Section 42 (d)(2)(B), including the 10% basis/\$15,000 rehab costs (\$10,000 for Tax Exempt Bonds) per unit requirement..... **FALSE**
- b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),..... **FALSE**
 - i. Subsection (I)..... **FALSE**
 - ii. Subsection (II)..... **FALSE**
 - iii. Subsection (III)..... **FALSE**
 - iv. Subsection (IV)..... **FALSE**
 - v. Subsection (V)..... **FALSE**
- c. The 10-year rule in IRC Section 42 (d)(2)(B) for all buildings does not apply pursuant to IRC Section 42(d)(6)..... **FALSE**
- d. There are different circumstances for different buildings..... **FALSE**
Action: (If True, provide an explanation for each building in Tab K)

F. REHAB INFORMATION

3. Rehabilitation Credit Information

a. Credits are being requested for rehabilitation expenditures..... **FALSE**
If no credits are being requested for rehabilitation expenditures, go on to Part 4

b. Minimum Expenditure Requirements

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

4. Request For Exception

- a. The proposed new construction development (including adaptive reuse and rehabilitation that creates additional rental space) is subject to an assessment of up to minus 20 points for being located in a pool identified by the Authority as a pool with little or no increase in rent burdened population..... **FALSE**
- b. Applicant seeks an exception to this restriction in accordance with one of the following provisions under 13VAC10-180-60:
 - i. Proposed development is specialized housing designed to meet special needs that cannot readily be addressed utilizing existing residential structures..... **FALSE**
 - ii. Proposed development is designed to serve as a replacement for housing being demolished through redevelopment..... **FALSE**
 - iii. Proposed development is housing that is an integral part of a neighborhood revitalization project sponsored by a local housing authority..... **FALSE**

Action: If any of 4(b) responses are true, provide documentation at Tab U.

G. NONPROFIT INVOLVEMENT

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

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

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

- TRUE a. Be authorized to do business in Virginia.
- TRUE b. Be substantially based or active in the community of the development.
- TRUE c. Materially participate in the development and operation of the development throughout the compliance period (i.e., regular, continuous and substantial involvement) in the operation of the development throughout the Compliance Period.
- TRUE d. Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest.
- TRUE e. Not be affiliated with or controlled by a for-profit organization.
- TRUE f. Not have been formed for the principal purpose of competition in the Non Profit Pool.
- TRUE g. Not have any staff member, officer or member of the board of directors materially participate, directly or indirectly, in the proposed development as a for profit entity.

2. All Applicants: To qualify for points under the ranking system, the nonprofit's involvement need not necessarily satisfy all of the requirements for participation in the nonprofit tax credit pool.

A. Nonprofit Involvement (All Applicants)

There is nonprofit involvement in this development..... TRUE (If false, go on to part III.)

Action: If there is nonprofit involvement, provide completed Non Profit Questionnaire (**Mandatory TAB I**).

B. Type of involvement:

Nonprofit meets eligibility requirement for points only, not pool..... TRUE

or

Nonprofit meets eligibility requirements for nonprofit pool and points..... FALSE

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: ▶ Owner

Name: Wesley Housing Development Corporation of Northern Virginia (Please fit NP name within available space)

Contact Person: Shelley S. Murphy

Street Address: 5515 Cherokee Avenue, Suite 200

City: Alexandria State: ▶ VA Zip: 22312

Phone: (703) 642-3830 Extension: 212 Contact Email: smurphy@whdc.org

G. NONPROFIT INVOLVEMENT

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

Specify the nonprofit entity's percentage ownership of the general partnership interest: 100.0%

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

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

Action: Provide Option or Right of First Refusal in Recordable Form **(TAB V)**
Provide Nonprofit Questionnaire (if applicable) **(TAB I)**

Name of qualified nonprofit: Wesley Housing Development Corporation of North. Va

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

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

Action: Provide Homeownership Plan **(TAB N)**

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of all units in development	81	bedrooms	164
Total number of rental units in development	81	bedrooms	164
Number of low-income rental units	81	bedrooms	164
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	81	bedrooms	164
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development).....			0
d. Total Floor Area For The Entire Development.....		136,924.00	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		32,699.00	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		0.00	
g. Total Usable Residential Heated Area.....		104,225.00	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space		100.00%	
i. Exact area of site in acres	1.222		
j. Locality has approved a final site plan or plan of development..... If True , Provide required documentation (TAB O).		FALSE	
k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....		FALSE	

Definition:

The structure is historic, by virtue of being listed individually in the National Register of Historic Places, or due to its location in a registered historic district and certified by the Secretary of the Interior as being of historical significance to the district, and the rehabilitation will be completed in such a manner as to be eligible for historic rehabilitation tax credits.

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

a. Specify the **average size and number per unit type** (as indicated in the Architect's Certification):

Note: Average sq foot should include the prorata of common space.

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	726.84	SF	3	3
1BR Garden	925.94	SF	12	12
2BR Garden	1334.77	SF	49	49
3BR Garden	1501.73	SF	17	17
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			81	81

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

3. Structures

- a. Number of Buildings (containing rental units)..... 1
- b. Age of Structure:..... 0 years
- c. Number of stories:..... 4
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: Amenity space which may be made available to outside users
- f. Project consists primarily of : **(Only One Option Below Can Be True)**
 - i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... TRUE
 - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE
 - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE

H. STRUCTURE AND UNITS INFORMATION

g. Indicate **True** for all development's structural features that apply:

i. Row House/Townhouse	<u>FALSE</u>	v. Detached Single-family	<u>FALSE</u>
ii. Garden Apartments	<u>FALSE</u>	vi. Detached Two-family	<u>FALSE</u>
iii. Slab on Grade	<u>FALSE</u>	vii. Basement	<u>TRUE</u>
iv. Crawl space	<u>FALSE</u>		

h. Development contains an elevator(s).	<u>TRUE</u>
If true, # of Elevators.	<u>2</u>
Elevator Type (if known)	<u></u>

i. Roof Type	▶ <u>Flat</u>
j. Construction Type	▶ <u>Frame</u>
k. Primary Exterior Finish	▶ <u>Brick</u>

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: On site property management and laundry

m. Number of Proposed Parking Spaces.....	<u>83</u>
Parking is shared with another entity	<u>TRUE</u>

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop. TRUE
 If **True**, Provide required documentation (**TAB K3**).

H. STRUCTURE AND UNITS INFORMATION

5. Plans and Specifications

- a. **Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):**
 - i. A location map with development clearly defined.
 - ii. Sketch plan of the site showing overall dimensions of all building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required.
 - iii. Sketch plans of all building(s) reflecting overall dimensions of:
 - a. Typical floor plan(s) showing apartment types and placement
 - b. Ground floor plan(s) showing common areas
 - c. Sketch floor plan(s) of typical dwelling unit(s)
 - d. Typical wall section(s) showing footing, foundation, wall and floor structureNotes must indicate basic materials in structure, floor and exterior finish.
- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.
 - i. Phase I environmental assessment.
 - ii. Physical needs assessment for any rehab only development.

NOTE: All developments must meet VHDA's **Minimum Design and Construction Requirements**. By signing and submitting the Application for Reservation of LIHTC, the applicant certifies that the proposed project budget, plans & specifications and work write-ups incorporate all necessary elements to fulfill these requirements.

6. Market Study Data:

Obtain the following information from the **Market Study** conducted in connection with this tax credit application:

Project Wide Capture Rate - LIHTC Units	1.20%
Project Wide Capture Rate - Market Units	N/A
Project Wide Capture Rate - All Units	1.20%
Project Wide Absorption Period (Months)	5

J. ENHANCEMENTS

Each development must meet the following baseline energy performance standard applicable to the development's construction category.

- a. **New Construction:** must meet all criteria for EPA EnergyStar certification.
- b. **Rehabilitation:** renovation must result in at least a 30% performance increase or score an 80 or lower on the HERS Index.
- c. **Adaptive Reuse:** must score a 95 or lower on the HERS Index.

Certification and HERS Index score must be verified by a third-party, independent, non-affiliated, certified RESNET home energy rater.

Indicate **True** for the following items that apply to the proposed development:

ACTION: Provide Architect Certification (**Mandatory**) and documents related to following items if applicable (**TAB F**)

1. For any development, upon completion of construction/rehabilitation:

- TRUE a. A community/meeting room with a minimum of 749 square feet is provided.
- 85.00% b. Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls. Community buildings are to be included in percentage calculations.
- TRUE c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- FALSE d. Each bathroom contains only of WaterSense labeled faucets, toilets and showerheads.
- TRUE e. Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- TRUE f. Free WiFi access will be provided in community room for resident only usage.
- FALSE g. Each unit is provided free individual high speed internet access.
- or
- TRUE h. Each unit is provided free individual WiFi access.
- TRUE i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
- or
- FALSE j. Full bath fans are equipped with a humidistat.
- FALSE k. Cooking surfaces are equipped with fire prevention features
- or
- TRUE l. Cooking surfaces are equipped with fire suppression features.
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- FALSE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- TRUE o. All interior doors within units are solid core.
- TRUE p. At minimum, one USB charging port in each kitchen, living room and all bedrooms.
- TRUE q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- TRUE r. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.
- FALSE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

For all developments exclusively serving elderly tenants upon completion of construction/rehabilitation:

J. ENHANCEMENTS

- FALSE a. All cooking ranges have front controls.
- FALSE b. Bathrooms have an independent or supplemental heat source.
- FALSE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.

2. Green Certification

- a. Applicant agrees to meet the base line energy performance standard applicable to the development's construction category as listed above.

The applicant will also obtain one of the following:

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

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

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

- | | |
|---|--------------------------------------|
| <u>TRUE</u> Zero Energy Ready Home Requirements | <u>FALSE</u> Passive House Standards |
|---|--------------------------------------|

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

- TRUE a. Architect of record certifies that units will be constructed to meet VHDA's Universal Design standards.

- 81 b. Number of Rental Units constructed to meet VHDA's Universal Design standards:

100% % of Total Rental Units

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

If not, please explain:

N/A

I. UTILITIES

1. Describe the Heating/AC System:

Electric Heat Pumps

2. Services Included:

Utilities	Type of Utility (Gas, Electric, Oil, etc.)	Utilities ▶ Paid by:	Enter Allowances by Bedroom Size				
			0-bdr	1-bdr	2-bdr	3-bdr	4-br
Heating	Electric	Tenant	6	10	21	29	0
Air Conditioning	Electric	Tenant	2	2	6	6	0
Cooking	Electric	Tenant	4	4	5	5	0
Lighting	Electric	Tenant	26	29	38	42	0
Hot Water	Electric	Tenant	13	13	18	24	0
Water		Tenant	1	1	2	3	0
Sewer		Owner	0	0	0	0	0
Trash		Owner	0	0	0	0	0
Total utility allowance for costs paid by tenant			\$52	\$59	\$90	\$109	\$0

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

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

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

K. SPECIAL HOUSING NEEDS

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

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

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

TRUE

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

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

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

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

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

(60 points)

FALSE

b. Any development in which the greater of 5 units or 10% of the units (i) have rents within HUD's Housing Choice Voucher ("HCV") payment standard; (ii) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and (iii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits (30 points)

FALSE

c. Any development in which 5% of the units (i) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act and (ii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of this application for credits. (15 points)

For items a,b or c, all common space must also conform to HUD regulations interpreting the accessibility Rehabilitation Act.

K. SPECIAL HOUSING NEEDS

2. Special Housing Needs/Leasing Preference:

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

- FALSE Elderly (as defined by the United States Fair Housing Act.)
- FALSE Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only
- FALSE Supportive Housing (as described in the Tax Credit Manual)

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

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

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

Action: Provide Relocation Plan (**Mandatory if tenants are displaced - Tab J**)

3. Leasing Preferences

a. Will leasing preference be given to applicants on a public housing waiting list and/or Section 8 waiting list? select: Yes

Organization which holds such waiting list: Alexandria Redevelopment Housing Authority

Contact person: Janell Diaz

Title: Director of Asset Management

Phone Number (703) 549-7115

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

b. Leasing preference will be given to individuals and families with children..... TRUE

(Less than or equal to 20% of the units must have of 1 or less bedrooms).

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 17

% of total Low Income Units 21%

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

K. SPECIAL HOUSING NEEDS

4. Rental Assistance

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

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

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

c. The above subsidies are applicable to the 30% units this development is seeking points for within the Set Aside Election listed on Unit Details: **FALSE**

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

d. Number of units receiving assistance:	9
How many years in rental assistance contract?	5.00
Expiration date of contract:	3/31/2027
There is an Option to Renew.....	TRUE

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

L. UNIT DETAILS

1. Set-Aside Election:

UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEGORY

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

a. Units Provided Per Household Type:

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
9	11.11%	30% Area Median
0	0.00%	40% Area Median
35	43.21%	50% Area Median
37	45.68%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
81	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
9	11.11%	30% Area Median
0	0.00%	40% Area Median
35	43.21%	50% Area Median
37	45.68%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
81	100.00%	Total

- b. The development plans to utilize income averaging..... **FALSE**
 If above is true, should the points based on the units assigned to the levels above **be waived** and therefore not required for compliance?
 20-30% Levels **FALSE** 40% Levels **FALSE** 50% levels **FALSE**

2. Unit Detail

FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN UNIT MIX GRID

In the following grid, add a row for each unique unit type planned within the development. Enter the appropriate data for both tax credit and market rate units.

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	Number of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	Efficiency	60% AMI	1		425.53	\$1,170.00	\$1,170
Mix 2	1 BR - 1 Bath	60% AMI	2		684.38	\$1,250.00	\$2,500
Mix 3	1 BR - 1 Bath	60% AMI	3		594.75	\$1,250.00	\$3,750
Mix 4	2 BR - 2 Bath	60% AMI	10	2	1038.97	\$1,483.00	\$14,830
Mix 5	2 BR - 2 Bath	60% AMI	4		982.30	\$1,483.00	\$5,932
Mix 6	2 BR - 2 Bath	60% AMI	9		1013.34	\$1,483.00	\$13,347
Mix 7	3 BR - 2 Bath	60% AMI	2		1189.93	\$1,710.00	\$3,420
Mix 8	3 BR - 2 Bath	60% AMI	4		1153.40	\$1,710.00	\$6,840
Mix 9	3 BR - 2 Bath	60% AMI	2		1361.73	\$1,710.00	\$3,420
Mix 10							\$0
Mix 11							\$0
Mix 12	Efficiency	50% AMI	1		425.53	\$964.00	\$964
Mix 13	1 BR - 1 Bath	50% AMI	3		594.75	\$1,030.00	\$3,090
Mix 14	1 BR - 1 Bath	50% AMI	1	1	684.38	\$1,030.00	\$1,030
Mix 15	2 BR - 2 Bath	50% AMI	3		1013.34	\$1,219.00	\$3,657
Mix 16	2 BR - 2 Bath	50% AMI	4		1058.90	\$1,219.00	\$4,876
Mix 17	2 BR - 2 Bath	50% AMI	4		1104.90	\$1,219.00	\$4,876
Mix 18	2 BR - 2 Bath	50% AMI	1		937.00	\$1,219.00	\$1,219
Mix 19	2 BR - 2 Bath	50% AMI	3		1123.67	\$1,219.00	\$3,657
Mix 20	2 BR - 2 Bath	50% AMI	1		943.20	\$1,219.00	\$1,219
Mix 21	2 BR - 2 Bath	50% AMI	3		1060.97	\$1,219.00	\$3,657
Mix 22	2 BR - 2 Bath	50% AMI	2		988.53	\$1,219.00	\$2,438

2019 Low-Income Housing Tax Credit Application For Reservation

L. UNIT DETAILS

Mix 23	2 BR - 2 Bath	50% AMI	2	2	1038.97	\$1,219.00	\$2,438
Mix 24	3 BR - 2 Bath	50% AMI	3		1195.17	\$1,405.00	\$4,215
Mix 25	3 BR - 2 Bath	50% AMI	3		1121.03	\$1,405.00	\$4,215
Mix 26	3 BR - 2 Bath	50% AMI	1	1	1189.93	\$1,405.00	\$1,405
Mix 27							\$0
Mix 28							\$0
Mix 29	Efficiency	30% AMI	1		425.53	\$554.00	\$554
Mix 30	1 BR - 1 Bath	30% AMI	1	1	684.38	\$591.00	\$591
Mix 31	1 BR - 1 Bath	30% AMI	2		594.75	\$591.00	\$1,182
Mix 32	2 BR - 2 Bath	30% AMI	1	1	1038.97	\$691.00	\$691
Mix 33	2 BR - 2 Bath	30% AMI	2		988.53	\$691.00	\$1,382
Mix 34	3 BR - 2 Bath	30% AMI	1	1	1189.93	\$795.00	\$795
Mix 35	3 BR - 2 Bath	30% AMI	1		1361.73	\$795.00	\$795
Mix 36							\$0
Mix 37							\$0
Mix 38							\$0
Mix 39							\$0
Mix 40							\$0
Mix 41							\$0
Mix 42							\$0
Mix 43							\$0
Mix 44							\$0
Mix 45							\$0
Mix 46							\$0
Mix 47							\$0
Mix 48							\$0
Mix 49							\$0
Mix 50							\$0
Mix 51							\$0
Mix 52							\$0
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Mix 71							\$0
Mix 72							\$0
Mix 73							\$0
Mix 74							\$0
Mix 75							\$0
Mix 76							\$0
Mix 77							\$0
Mix 78							\$0
Mix 79							\$0
Mix 80							\$0
Mix 81							\$0

L. UNIT DETAILS

Mix 82							\$0
Mix 83							\$0
Mix 84							\$0
Mix 85							\$0
Mix 86							\$0
Mix 87							\$0
Mix 88							\$0
Mix 89							\$0
Mix 90							\$0
Mix 91							\$0
Mix 92							\$0
Mix 93							\$0
Mix 94							\$0
Mix 95							\$0
Mix 96							\$0
Mix 97							\$0
Mix 98							\$0
Mix 99							\$0
Mix 100							\$0
TOTALS			81	9	29,208.42	\$36,167	\$104,155

Total Units	81	Net Rentable SF:	TC Units	79,818.55
			MKT Units	0.00
			Total NR SF:	79,818.55

Floor Space Fraction (to 7 decimals)	100.00000%
---	-------------------

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$1,000
2. Office Salaries			\$60,000
3. Office Supplies			\$2,100
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$52,000
	4.35% of EGI	\$641.98	Per Unit
6. Manager Salaries			\$0
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$500
9. Auditing			\$12,600
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$14,000
12. Tax Credit Monitoring Fee			\$0
13. Miscellaneous Administrative			\$12,425
Total Administrative			\$154,625

Utilities

14. Fuel Oil			\$0
15. Electricity			\$45,800
16. Water			\$3,000
17. Gas			\$0
18. Sewer			\$29,266
Total Utility			\$78,066

Operating:

19. Janitor/Cleaning Payroll			\$85,000
20. Janitor/Cleaning Supplies			\$1,200
21. Janitor/Cleaning Contract			\$1,000
22. Exterminating			\$6,000
23. Trash Removal			\$14,350
24. Security Payroll/Contract			\$3,500
25. Grounds Payroll			\$0
26. Grounds Supplies			\$500
27. Grounds Contract			\$12,000
28. Maintenance/Repairs Payroll			\$0
29. Repairs/Material			\$4,951
30. Repairs Contract			\$11,500
31. Elevator Maintenance/Contract			\$4,100
32. Heating/Cooling Repairs & Maintenance			\$3,600
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$2,730
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$860
Totals Operating & Maintenance			\$151,291

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$97,200
39. Payroll Taxes	\$9,600
40. Miscellaneous Taxes/Licenses/Permits	\$7,000
41. Property & Liability Insurance	\$14,206
42. Fidelity Bond	\$0
43. Workman's Compensation	\$2,400
44. Health Insurance & Employee Benefits	\$15,000
45. Other Insurance	\$0
Total Taxes & Insurance	\$145,406

Total Operating Expense	\$529,388
--------------------------------	------------------

Total Operating Expenses Per Unit	\$6,536	C. Total Operating Expenses as % of EGI	44.30%
--	---------	--	--------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$24,300
---	-----------------

Total Expenses	\$553,688
-----------------------	------------------

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

2019 Low-Income Housing Tax Credit Application For Reservation

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	6/30/2017	Judith Cabelli
b. Site Acquisition	10/1/2020	Judith Cabelli
c. Zoning Approval	11/17/2018	Judith Cabelli
d. Site Plan Approval	6/1/2020	Judith Cabelli
2. Financing		
a. Construction Loan		
i. Loan Application	6/1/2019	Judith Cabelli
ii. Conditional Commitment	9/1/2019	Judith Cabelli
iii. Firm Commitment	10/1/2019	Judith Cabelli
b. Permanent Loan - First Lien		
i. Loan Application	6/1/2019	Judith Cabelli
ii. Conditional Commitment	9/1/2019	Judith Cabelli
iii. Firm Commitment	10/1/2019	Judith Cabelli
c. Permanent Loan-Second Lien		
i. Loan Application	9/7/2018	Judith Cabelli
ii. Conditional Commitment	11/17/2018	Judith Cabelli
iii. Firm Commitment	10/1/2019	Judith Cabelli
d. Other Loans & Grants		
i. Type & Source, List	N/A	
ii. Application		
iii. Award/Commitment		
2. Formation of Owner	1/16/2019	Erik Hoffman
3. IRS Approval of Nonprofit Status	9/12/1975	
4. Closing and Transfer of Property to Owner	10/1/2020	Judith Cabelli
5. Plans and Specifications, Working Drawings	9/30/2019	Judith Cabelli
6. Building Permit Issued by Local Government	6/1/2020	Judith Cabelli
7. Start Construction	10/1/2020	Judith Cabelli
8. Begin Lease-up	9/26/2021	Lisa Davis
9. Complete Construction	3/31/2022	Judith Cabelli
10. Complete Lease-Up	5/24/2022	Lisa Davis
11. Credit Placed in Service Date	6/30/2022	Judith Cabelli

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

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

Must Use Whole Numbers Only!	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):				
	Item	(A) Cost	"30% Present Value Credit"		(D)
			(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
1. Contractor Cost					
a.	Unit Structures (New)	12,763,920	0	0	12,763,920
b.	Unit Structures (Rehab)	0	0	0	0
c.	Non Residential Structures	0	0	0	0
d.	Commercial Space Costs	178,287	0	0	0
e.	Structured Parking Garage	4,165,494	0	0	3,061,387
	Total Structure	17,107,701	0	0	15,825,307
f.	Earthwork	0	0	0	0
g.	Site Utilities	0	0	0	0
h.	Roads & Walks	0	0	0	0
i.	Site Improvements	0	0	0	0
j.	Lawns & Planting	0	0	0	0
k.	Engineering	0	0	0	0
l.	Off-Site Improvements	0	0	0	0
m.	Site Environmental Mitigation	0	0	0	0
n.	Demolition	0	0	0	0
o.	Site Work	2,262,684	0	0	0
p.	Other Site work	0	0	0	0
	Total Land Improvements	2,262,684	0	0	0
	Total Structure and Land	19,370,385	0	0	15,825,307
q.	General Requirements	1,169,402	0	0	982,298
r.	Builder's Overhead (2.2% Contract)	418,544	0	0	351,577
s.	Builder's Profit (5.4% Contract)	1,046,359	0	0	878,942
t.	Bonds	387,398	0	0	325,414
u.	Building Permits	0	0	0	0
v.	Special Construction	0	0	0	0
w.	Special Equipment	0	0	0	0
x.	Other 1:	0	0	0	0
y.	Other 2:	0	0	0	0
z.	Other 3:	0	0	0	0
	Contractor Costs	\$22,392,088	\$0	\$0	\$18,363,538

O. PROJECT BUDGET - OWNER COSTS

MUST USE WHOLE NUMBERS ONLY!

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	200,000	0	0	200,000
b. Architecture/Engineering Design Fee \$9,877 /Unit)	800,000	0	0	800,000
c. Architecture Supervision Fee \$0 /Unit)	0	0	0	0
d. Tap Fees	1,970,551	0	0	970,551
e. Environmental	10,000	0	0	0
f. Soil Borings	25,000	0	0	0
g. EarthCraft/LEED	50,876	0	0	50,876
h. Appraisal	10,000	0	0	10,000
i. Market Study	6,000	0	0	6,000
j. Site Engineering / Survey	20,000	0	0	
k. Construction/Development Mgt	197,800	0	0	0
l. Structural/Mechanical Study		0	0	25,000
m. Construction Loan Origination Fee	97,960	0	0	97,960
n. Construction Interest (5.0% for 18 months)	477,555	0	0	238,778
o. Taxes During Construction	81,000	0	0	81,000
p. Insurance During Construction	40,500	0	0	40,500
q. Permanent Loan Fee (2.0%)	195,920	0	0	0
r. Other Permanent Loan Fees	30,000	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	25,000	0	0	0
u. Accounting	35,000	0	0	0
v. Title and Recording	32,650	0	0	0
w. Legal Fees for Closing	330,000	0	0	130,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	131,396			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	240,000	0	0	0
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	670,283	0	0	0
ad. Contingency	1,424,907	0	0	1,068,710
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
(1) Other* specify: Title Insurance and Fees	25,000	0	0	0
(2) Other* specify: Transfer & Recordation Tax	24,053	0	0	0
(3) Other* specify: Stormwater Management	130,000	0	0	130,000
(4) Other* specify: Marketing	76,386	0	0	10,000
(5) Other * specify: Traffic Study	22,000	0	0	22,000
(6) Other* specify: 3rd Party Inspections	93,000	0	0	93,000

O. PROJECT BUDGET - OWNER COSTS

(7) Other* specify: LIHTC App Fee	1,000	0	0	0
(8) Other* specify: County Land Use Fees	50,000	0	0	50,000
(9) Other* specify: Permit Expediter	55,000	0	0	55,000
(10) Other* specify: Predevel loan fees	52,500	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$7,631,337	\$0	\$0	\$4,079,375
Subtotal 1 + 2 (Owner + Contractor Costs)	\$30,023,425	\$0	\$0	\$22,442,913
3. Developer's Fees	1,500,000	0	0	1,260,000
4. Owner's Acquisition Costs				
Land	3,626,300			
Existing Improvements	0	0		
Subtotal 4:	\$3,626,300	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$35,149,725	\$0	\$0	\$23,702,913

If this application seeks rehab credits only, in which there is no acquisition and no change in ownership, enter the greater of appraised value or tax assessment value here:

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

Maximum Developer Fee:

\$3,121,978

Proposed Development's Cost per Unit:
per Sq Foot
Applicable Cost Limit per unit:

\$433,947 **Meets Limits**
\$230 **Meets Limits**
\$517,633

2019 Low-Income Housing Tax Credit Application For Reservation

P. ELIGIBLE BASIS CALCULATION

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	35,149,725	0	0	23,702,913

2. Reductions in Eligible Basis

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

3. Total Eligible Basis (1 - 2 above)

0	0	23,702,913
---	---	------------

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

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	0	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	7,110,874
c. For Green Certification (Eligible Basis x 10%)		0
Total Adjusted Eligible basis	0	30,813,787

5. Applicable Fraction

100.00000%	100.00000%	100.00000%
------------	------------	------------

6. Total Qualified Basis (Eligible Basis x Applicable Fraction)

0	0	30,813,787
---	---	------------

7. Applicable Percentage

(Beginning with 2016 Allocations, use the standard 9% rate.)
(For tax exempt bonds, use the most recently published rates.)

0.00%	0.00%	9.00%
-------	-------	-------

8. Maximum Allowable Credit under IRC §42

(Qualified Basis x Applicable Percentage)
(Must be same as BIN total and equal to or less than credit amount allowed)

\$0	\$0	\$2,773,241
-----	-----	-------------

\$2,773,241 Combined 30% & 70% P. V. Credit	
--	--

2019 Low-Income Housing Tax Credit Application For Reservation

Q. SOURCES OF FUNDS

Action: Provide Documentation for all Funding Sources at **Tab T**

1. Construction Financing: List individually the sources of construction financing, including any such loans financed through grant sources:

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.	First Mortgage	TBD	TBD	\$9,796,000	TBD
2.					
3.					
Total Construction Funding:				\$9,796,000	

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds <i>(Whole Numbers only)</i>	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	First Mortgage	TBD	TBD	\$9,796,000	\$576,910	4.23%	30.00	30.00
2.	Alexandria City Loan	9/7/2018	11/17/2018	\$7,650,000	\$0	1.00%	30.00	30.00
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$17,446,000	\$576,910			

3. Grants: List all grants provided for the development:

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.					
2.					
3.					
4.					
5.					
6.					
Total Permanent Grants:				\$0	

Q. SOURCES OF FUNDS

4. Subsidized Funding

	Source of Funds	Date of Commitment	Amount of Funds
1.	Alexandria City Loan	11/17/2018	\$7,650,000
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$7,650,000

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$0
g.	HOME Funds	\$0
h.	Other: City of Alexandria	\$7,650,000
i.	Other:	\$0

Market-Rate Loans

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

Grants*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

Q. SOURCES OF FUNDS

6. For Transactions Using Tax-Exempt Bonds Seeking 4% Credits:

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

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

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

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

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

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

- c. TRUE Other Alexandria Rent Subsidy

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

2019 Low-Income Housing Tax Credit Application For Reservation

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit				
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	= \$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	= \$0
b. Equity that Sponsor will Fund:				
i. Cash Investment	\$0			
ii. Contributed Land/Building	\$0			
iii. Deferred Developer Fee	\$0			(Note: Deferred Developer Fee cannot be negative.)
iv. Other:	\$0			
Equity Total				<u>\$0</u>

2. Equity Gap Calculation

a. Total Development Cost	\$35,149,725
b. Total of Permanent Funding, Grants and Equity	- <u>\$17,446,000</u>
c. Equity Gap	\$17,703,725
d. Developer Equity	- <u>\$1,773</u>
e. Equity gap to be funded with low-income tax credit proceeds	\$17,701,952

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	TBD		
Contact Person:		Phone:	
Street Address:			
City:		State:	
		Zip:	
b. Syndication Equity			
i. Anticipated Annual Credits	\$1,862,803.00		
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.950		
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%		
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0		
v. Net credit amount anticipated by user of credits	\$1,862,617		
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$17,701,952		
c. Syndication:	Private		
d. Investors:	Corporate		

4. Net Syndication Amount

Which will be used to pay for Total Development Costs	<u>\$17,701,952</u>
---	---------------------

5. Net Equity Factor

Must be equal to or greater than 85%	<u>95.0380817093%</u>
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S. DETERMINATION OF RESERVATION AMOUNT NEEDED

The following calculation of the amount of credits needed is substantially the same as the calculation which will be made by VHDA to determine, as required by the IRC, the amount of credits which may be allocated for the development. However, VHDA at all times retains the right to substitute such information and assumptions as are determined by VHDA to be reasonable for the information and assumptions provided herein as to costs (including development fees, profits, etc.), sources for funding, expected equity, etc. Accordingly, if the development is selected by VHDA for a reservation of credits, the amount of such reservation may differ significantly from the amount you compute below.

1. Total Development Costs		<u>\$35,149,725</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$17,446,000</u>
3. Equals Equity Gap		<u>\$17,703,725</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>95.0380817093%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$18,628,033</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,862,803</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$2,773,241</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$1,862,803</u>
Credit per LI Units	<u>\$22,997.5679</u>	Combined 30% & 70% PV Credit Requested
Credit per LI Bedroom	<u>\$11,358.5549</u>	

9. **Action:** Provide Attorney's Opinion (**Mandatory Tab H**)

T. CASH FLOW

1. Revenue

Indicate the estimated monthly income for the **Low-Income Units** (based on Unit Details tab):

Total Monthly Rental Income for LIHTC Units	\$104,155
Plus Other Income Source (list): <u>Laundry</u>	<u>\$675</u>
Equals Total Monthly Income:	<u>\$104,830</u>
Twelve Months	x12
Equals Annual Gross Potential Income	\$1,257,960
Less Vacancy Allowance <u>5.0%</u>	<u>\$62,898</u>
Equals Annual Effective Gross Income (EGI) - Low Income Units	<u>\$1,195,062</u>

2. Indicate the estimated monthly income for the **Market Rate Units** (based on Unit Details tab):

Total Monthly Income for Market Rate Units:	\$0
Plus Other Income Source (list): <u></u>	<u>\$0</u>
Equals Total Monthly Income:	<u>\$0</u>
Twelve Months	x12
Equals Annual Gross Potential Income	\$0
Less Vacancy Allowance <u></u>	<u>\$0</u>
Equals Annual Effective Gross Income (EGI) - Market Rate Units	<u>\$0</u>

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	<u>\$1,195,062</u>
b. Annual EGI Market Units	<u>\$0</u>
c. Total Effective Gross Income	<u>\$1,195,062</u>
d. Total Expenses	<u>\$553,688</u>
e. Net Operating Income	<u>\$641,374</u>
f. Total Annual Debt Service	<u>\$576,910</u>
g. Cash Flow Available for Distribution	<u>\$64,464</u>

T. CASH FLOW

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

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	1,195,062	1,218,963	1,243,343	1,268,209	1,293,574
Less Oper. Expenses	553,688	570,299	587,408	605,030	623,181
Net Income	641,374	648,665	655,935	663,180	670,393
Less Debt Service	576,910	576,910	576,910	576,910	576,910
Cash Flow	64,464	71,755	79,025	86,270	93,483
Debt Coverage Ratio	1.11	1.12	1.14	1.15	1.16

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,319,445	1,345,834	1,372,751	1,400,206	1,428,210
Less Oper. Expenses	641,876	661,132	680,966	701,395	722,437
Net Income	677,569	684,701	691,784	698,810	705,772
Less Debt Service	576,910	576,910	576,910	576,910	576,910
Cash Flow	100,659	107,791	114,874	121,900	128,862
Debt Coverage Ratio	1.17	1.19	1.20	1.21	1.22

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,456,774	1,485,909	1,515,628	1,545,940	1,576,859
Less Oper. Expenses	744,110	766,434	789,427	813,109	837,503
Net Income	712,664	719,476	726,201	732,831	739,356
Less Debt Service	576,910	576,910	576,910	576,910	576,910
Cash Flow	135,754	142,566	149,291	155,921	162,446
Debt Coverage Ratio	1.24	1.25	1.26	1.27	1.28

Estimated Annual Percentage Increase in Revenue 2.00% (Must be \leq 2%)
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be \geq 3%)

U. Building-by-Building Information

Must Complete

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

Number of BINS: 1

Total Qualified Basis should equal total on Elig Basis Tab

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

DO NOT use the CUT feature

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.	TBD	81		TBD		Alexandria	VA	22302				\$0				\$0	\$20,697,811	06/30/22	9.00%	\$1,862,803
2.												\$0				\$0				\$0
3.												\$0				\$0				\$0
4.												\$0				\$0				\$0
5.												\$0				\$0				\$0
6.												\$0				\$0				\$0
7.												\$0				\$0				\$0
8.												\$0				\$0				\$0
9.												\$0				\$0				\$0
10.												\$0				\$0				\$0
11.												\$0				\$0				\$0
12.												\$0				\$0				\$0
13.												\$0				\$0				\$0
14.												\$0				\$0				\$0
15.												\$0				\$0				\$0
16.												\$0				\$0				\$0
17.												\$0				\$0				\$0
18.												\$0				\$0				\$0
19.												\$0				\$0				\$0
20.												\$0				\$0				\$0
21.												\$0				\$0				\$0
22.												\$0				\$0				\$0
23.												\$0				\$0				\$0
24.												\$0				\$0				\$0
25.												\$0				\$0				\$0
26.												\$0				\$0				\$0
27.												\$0				\$0				\$0
28.												\$0				\$0				\$0
29.												\$0				\$0				\$0
30.												\$0				\$0				\$0
31.												\$0				\$0				\$0
32.												\$0				\$0				\$0
33.												\$0				\$0				\$0
34.												\$0				\$0				\$0
35.												\$0				\$0				\$0

81 0

Totals from all buildings

\$0

\$0

\$0

\$0

\$20,697,811

\$1,862,803

Qualified basis should equal values on Elig Basis.

Number of BINS: 1

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

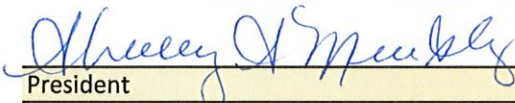
1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless VHDA and its assigns against all losses, costs, damages, VHDA's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to VHDA's acceptance, consideration, approval, or disapproval of this reservation request and the issuance or nonissuance of an allocation of credits, grants and/or loan funds in connection herewith.
3. that points will be assigned only for representations made herein for which satisfactory documentation is submitted herewith and that no revised representations may be made in connection with this application once the deadline for applications has passed.
4. that this application form, provided by VHDA to applicants for tax credits, including all sections herein relative to basis, credit calculations, and determination of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of VHDA in reviewing reservation requests; that completion hereof in no way guarantees eligibility for the credits or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority.
5. that the undersigned is responsible for ensuring that the proposed development will be comprised of qualified low-income buildings and that it will in all respects satisfy all applicable requirements of federal tax law and any other requirements imposed upon it by VHDA prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.
7. that, for the purposes of reviewing this application, VHDA is entitled to rely upon representations of the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations relative to the determination of qualified basis for the development as a whole and/or each building therein individually as well as the amounts and types of credit applicable thereof, but that the issuance of a reservation based on such representation in no way warrants their correctness or compliance with IRC requirements.
8. that VHDA may request or require changes in the information submitted herewith, may substitute its own figures which it deems reasonable for any or all figures provided herein by the undersigned and may reserve credits, if any, in an amount significantly different from the amount requested.
9. that reservations of credits are not transferable without prior written approval by VHDA at its sole discretion.

V. STATEMENT OF OWNER

- 10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or VHDA regulations, or other binding authority.
- 11. that reservations may be made subject to certain conditions to be satisfied prior to allocation and shall in all cases be contingent upon the receipt of a nonrefundable application fee of \$1000 and a nonrefundable reservation fee equal to 7% of the annual credit amount reserved.
- 12. that a true, exact, and complete copy of this application, including all the supporting documentation enclosed herewith, has been provided to the tax attorney who has provided the required attorney's opinion accompanying this submission.
- 13. that the undersigned has provided a complete list of all residential real estate developments in which the general partner(s) has (have) or had a controlling ownership interest and, in the case of those projects allocated credits under Section 42 of the IRC, complete information on the status of compliance with Section 42 and an explanation of any noncompliance. The undersigned hereby authorizes the Housing Credit Agencies of states in which these projects are located to share compliance information with the Authority.
- 14. that any principal of undersigned has not participated in a planned foreclosure or Qualified Contract request in Virginia after January 1, 2019.
- 15. that undersigned waives the right to pursue a Qualified Contract on this development.
- 16. that the information in this application may be disseminated to others for purposes of verification or other purposes consistent with the Virginia Freedom of Information Act. However, all information will be maintained, used or disseminated in accordance with the Government Data Collection and Dissemination Practices Act. The undersigned may refuse to supply the information requested, however, such refusal will result in VHDA's inability to process the application. The original or copy of this application may be retained by VHDA, even if tax credits are not allocated to the undersigned.

In Witness Whereof, the undersigned, being authorized, has caused this document to be executed in its name on the date of this application set forth in DEV Info tab hereof.

Legal Name of Owner: Wesley Fairlington LLC
Wesley Fairlington Managing Member LLC
Wesley Housing Development Corporation of Northern Virginia

By: 
Its: President
(Title)

W. **LIHTC SELF SCORE SHEET**

Self Scoring Process

This Self Scoring Process is intended to provide you with an estimate of your application's score based on the information included within the reservation application. Other items, denoted below in the yellow shaded cells, are typically evaluated by VHDA's staff during the application review and feasibility process. For purposes of self scoring, we have made certain assumptions about your application. Edit the appropriate responses (Y or N) in the yellow shaded cells, if applicable. Item 5f requires a numeric value to be entered.

Please remember that this score is only an estimate. VHDA reserves the right to change application data and/or score sheet responses where appropriate, which may change the final score.

MANDATORY ITEMS:

	Included		Score
a. Signed, completed application with attached tabs in PDF format	Y	Y or N	0
b. Active Excel copy of application	Y	Y or N	0
c. Partnership agreement	Y	Y or N	0
d. SCC Certification	Y	Y or N	0
e. Previous participation form	Y	Y or N	0
f. Site control document	Y	Y or N	0
g. Architect's Certification	Y	Y or N	0
h. Attorney's opinion	Y	Y or N	0
i. Nonprofit questionnaire (if applicable)	Y	Y, N, N/A	0
j. Appraisal	Y	Y or N	0
k. Zoning document	Y	Y or N	0
l. Universal Design Plans	Y	Y or N	0
m. List of LIHTC Developments (Schedule A)	Y	Y or N	0
Total:			0.00

1. READINESS:

a. VHDA notification letter to CEO (via Locality Notification Information Application)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	N	0 or 40	0.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
e. Location in a revitalization area with resolution	Y	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
Total:			15.00

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	5.00
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	21.76%	Up to 40	40.00
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	N	0 or 10	0.00
f. Census tract with <12% poverty rate	3%	0, 20, 25 or 30	30.00
g. Development listed on the Rural Development Rehab Priority List	N	0 or 15	0.00
h. Dev. located in area with little or no increase in rent burdened population	N	Up to -20	0.00
i. Dev. located in area with increasing rent burdened population	Y	Up to 20	20.00
Total:			95.00

2019 Low-Income Housing Tax Credit Application For Reservation

3. DEVELOPMENT CHARACTERISTICS:

a. Amenities (See calculations below)			61.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 60	60.00
or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units	N	0 or 30	0.00
or d. HUD 504 accessibility for 5% of units	N	0 or 15	0.00
e. Proximity to public transportation (within Northern VA or Tidewater)	Y20	0, 10 or 20	20.00
f. Development will be Green Certified	Y	0 or 10	10.00
g. Units constructed to meet VHDA's Universal Design standards	100%	Up to 15	15.00
h. Developments with less than 100 units	Y	up to 20	7.60
i. Historic Structure	N	0 or 5	0.00
Total:			173.60

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$117,200	\$55,900

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	20.99%	Up to 15	15.00
c. Units with rent at or below 30% of AMI and are not subsidized (up to 10% of LI units)	11.11%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	11.11%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	54.32%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	54.32%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 50	0.00
Total:			100.00

5. SPONSOR CHARACTERISTICS:

a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x units	Y	0 or 50	50.00
or b. Developer experience - 3 developments and at least 500,000 in liquid assets	N	0 or 50	0.00
or c. Developer experience - 1 development with 1 x units	N	0 or 10	0.00
d. Developer experience - life threatening hazard	N	0 or -50	0.00
e. Developer experience - noncompliance	N	0 or -15	0.00
f. Developer experience - did not build as represented	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements	N	0 or -20	0.00
h. Developer experience - termination of credits by VHDA	N	0 or -10	0.00
i. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
Total:			50.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	76.49
b. Cost per unit		Up to 100	23.48
Total:			99.97

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 45	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
Total:			60.00

425 Point Threshold - all 9% Tax Credits
 325 Point Threshold - Tax Exempt Bonds

TOTAL SCORE: 593.57

Amenities:

	Max Pts	Score
All units have:		
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	25	25.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Infrastructure for high speed internet/broadband	1	1.00
f. Free WiFi Access in community room	4	4.00
g. Each unit provided free individual high speed internet access	6	0.00
h. Each unit provided free individual WiFi	8	8.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	0.00
l. Cooking surfaces equipped with fire suppression features	2	2.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	0.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	2.00
s. New Construction: Balcony or patio	4	0.00
		<u>61.00</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
		<u>0.00</u>
Total amenities:		<u>61.00</u>

X.

Development Summary

Summary Information

2019 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Fairlington Presbyterian

Cycle Type: 9% Tax Credits	Requested Credit Amount: \$1,862,803
Allocation Type: New Construction	Jurisdiction: Alexandria City
Total Units: 81	Population Target: General
Total LI Units: 81	
Project Gross Sq Ft: 136,924.00	Owner Contact: Shelley Murphy
Green Certified? TRUE	

Total Score 593.57

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$17,446,000	\$215,383	\$127	\$576,910

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$19,370,385	\$239,141	\$141	55.11%
General Req/Overhead/Profit	\$2,634,305	\$32,522	\$19	7.49%
Other Contract Costs	\$387,398	\$4,783	\$3	1.10%
Owner Costs	\$7,631,337	\$94,214	\$56	21.71%
Acquisition	\$3,626,300	\$44,769	\$26	10.32%
Developer Fee	\$1,500,000	\$18,519	\$11	4.27%
Total Uses	\$35,149,725	\$433,947		

Total Development Costs	
Total Improvements	\$30,023,425
Land Acquisition	\$3,626,300
Developer Fee	\$1,500,000
Total Development Costs	\$35,149,725

Proposed Cost Limit/Unit:	\$433,947
Applicable Cost Limit/Unit:	\$517,633
Proposed Cost Limit/Sq Ft:	\$230
Applicable Cost Limit/Sq Ft:	\$281

Income		
Gross Potential Income - LI Units		\$1,257,960
Gross Potential Income - Mkt Units		\$0
Subtotal		\$1,257,960
Less Vacancy %	5.00%	\$62,898
Effective Gross Income		\$1,195,062

Rental Assistance? TRUE

Unit Breakdown	
Supp Hsg	0
# of Eff	3
# of 1BR	12
# of 2BR	49
# of 3BR	17
# of 4+ BR	0
Total Units	81

Expenses		
Category	Total	Per Unit
Administrative	\$154,625	\$1,909
Utilities	\$78,066	\$964
Operating & Maintenance	\$151,291	\$1,868
Taxes & Insurance	\$145,406	\$1,795
Total Operating Expenses	\$529,388	\$6,536
Replacement Reserves	\$24,300	\$300
Total Expenses	\$553,688	\$6,836

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	9	9
40% AMI	0	0
50% AMI	35	35
60% AMI	37	37
>60% AMI	0	0
Market	0	0

Income Averaging? FALSE

Extended Use Restriction? 30

Cash Flow	
EGI	\$1,195,062
Total Expenses	\$553,688
Net Income	\$641,374
Debt Service	\$576,910
Debt Coverage Ratio (YR1):	1.11

2019 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$275.41** Credits/SF = **17.87291** Const \$/unit = **\$276,445.5309**

TYPE OF PROJECT: GENERAL = 11000; ELDERLY = 12000
 LOCATION: Inner-NVA=100; Outer-NV=200; NWN=300; Rich=400; Tid=500; Balance=600
 TYPE OF CONSTRUCTION: N C=1; ADPT=2; REHAB(35,000+)=3; REHAB*(15,000-35,000)=4

11000
100
1

100
1

*REHABS LOCATED IN BELTWAY (\$15,000-\$50,000) See Below

	GENERAL		Elderly				
	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0
COST PARAMETER	0	0	0	0	0	0	0
PROJECT COST PER UNIT	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	0	0	0	0	0
COST PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	726.84	925.94	1,334.77	1,501.73	0.00	0.00	0.00	0.00
NUMBER OF UNITS	3	12	49	17	0	0	0	0
PARAMETER-(COSTS=>35,000)	279,000	372,000	465,000	546,375	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	279,000	372,000	465,000	546,375	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	279,000	372,000	465,000	546,375	0	0	0	0
PROJECT COST PER UNIT	200,177	255,010	367,605	413,587	0	0	0	0
PARAMETER-(CREDITS=>35,000)	22,635	28,294	37,725	44,327	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	22,635	28,294	37,725	44,327	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	22,635	28,294	37,725	44,327	0	0	0	0
PROJECT CREDIT PER UNIT	12,991	16,549	23,856	26,840	0	0	0	0
COST PER UNIT POINTS	1.05	4.66	12.67	5.10	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	3.16	12.30	44.48	16.56	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **23.48**

TOTAL CREDIT PER UNIT POINTS **76.49**

Cost Parameters - Elderly

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

Credit Parameters - Elderly

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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Parameter - low rise	279,000	372,000	465,000	546,375	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	279,000	372,000	465,000	546,375	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	22,635	28,294	37,725	44,327	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	22,635	28,294	37,725	44,327	0	0	0	0

Northern Virginia Beltway (Rehab costs \$15,000-\$50,000)

Cost Parameters - Elderly

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

Credit Parameters - Elderly

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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	279,000	372,000	465,000	546,375	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	279,000	372,000	465,000	546,375	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	22,635	28,294	37,725	44,327	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	22,635	28,294	37,725	44,327	0	0	0	0

2019 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$275.41** Credits/SF = **17.87291** Const \$/unit = **\$276,445.53**

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 LOCATION: Inner-NVA=100; Outer-NV=200; NWNC=300; Rich=400; Tid=500; Balance=600
 TYPE OF CONSTRUCTION: N C=1; ADPT=2; REHAB(35,000+)=3; REHAB*(10,000-35,000)=4

11000
100
1

100
1

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

	GENERAL		Elderly				
	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0
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PARAMETER-(CREDITS=>35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	0	0	0	0	0
COST PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	726.84	925.94	1,334.77	1,501.73	0.00	0.00	0.00	0.00
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PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	279,000	372,000	465,000	546,375	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	279,000	372,000	465,000	546,375	0	0	0	0
PROJECT COST PER UNIT	200,177	255,010	367,605	413,587	0	0	0	0
PARAMETER-(CREDITS=>35,000)	22,635	28,294	37,725	44,327	0	0	0	0
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PARAMETER-(CREDITS=>50,000)	22,635	28,294	37,725	44,327	0	0	0	0
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CREDIT PARAMETER	22,635	28,294	37,725	44,327	0	0	0	0
PROJECT CREDIT PER UNIT	12,991	16,549	23,856	26,840	0	0	0	0
COST PER UNIT POINTS	1.05	4.66	12.67	5.10	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	3.16	12.30	44.48	16.56	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **23.48**

TOTAL CREDIT PER UNIT POINTS **76.49**

Cost Parameters - Elderly

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

Credit Parameters - Elderly

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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Parameter - low rise	279,000	372,000	465,000	546,375	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	279,000	372,000	465,000	546,375	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	22,635	28,294	37,725	44,327	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	22,635	28,294	37,725	44,327	0	0	0	0

Northern Virginia Beltway (Rehab costs \$10,000-\$50,000)

Cost Parameters - Elderly

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

Credit Parameters - Elderly

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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	279,000	372,000	465,000	546,375	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	279,000	372,000	465,000	546,375	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	22,635	28,294	37,725	44,327	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	22,635	28,294	37,725	44,327	0	0	0	0

A

Partnership or Operating Agreement

Including chart of ownership structure with percentage of
interests (**MANDATORY**)

OWNERSHIP CHART
Wesley Fairlington LLC

Pre Investor

Wesley Fairlington LLC
a Virginia limited liability company

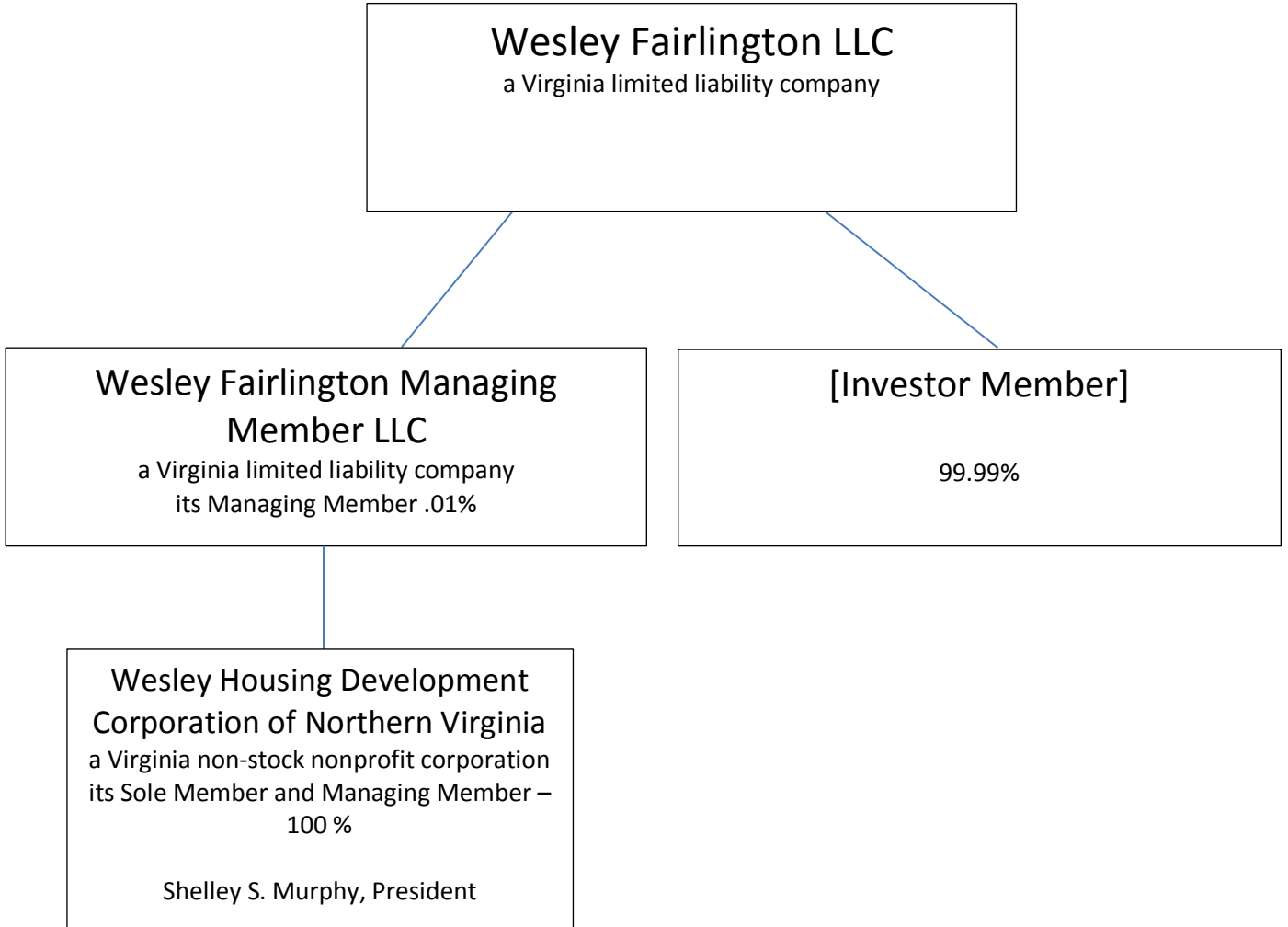
**Wesley Fairlington Managing
Member LLC**
a Virginia limited liability company
its Sole Member and Managing Member – 100%

Wesley Housing Development Corporation of Northern Virginia
a Virginia non-stock nonprofit corporation
its Sole Member and Managing Member – 100%

Shelley S. Murphy, President

OWNERSHIP CHART
Wesley Fairlington LLC

Post Investor



**OPERATING AGREEMENT
OF
WESLEY FAIRLINGTON LLC**

This Operating Agreement (the “*Agreement*”) of Wesley Fairlington LLC (the “*Company*”), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Code of Virginia (the “*Act*”), is adopted by Wesley Fairlington Managing Member LLC, the sole member of the Company (the “*Member*”), to form a limited liability company pursuant to and in accordance with the Act and to govern certain aspects of the operations of the Company and to set forth certain rights and obligations of the Member of the Company.

1. **Purpose and Powers.** The purpose of the Company is to serve as the owner of the development and property commonly known as Fairlington Presbyterian Church Apartments, located in the City of Alexandria, Virginia (the “*Project*”), and to undertake any other activity which a limited liability company may lawfully undertake under the Act.
2. **Separateness.** The Company will conduct its business and operations in its own name and will maintain books and records and bank accounts separate from those of any other person or entity.
3. **Management.** The Company will be member-managed. Wesley Fairlington Managing Member LLC will carry the title of “*Managing Member*” and will exercise full and exclusive control over the affairs of the Company. The Managing Member may appoint officers and agents for the Company and give them such titles and powers as the Managing Member may choose. Any action taken by the Managing Member in the name of the Company, and any action taken by an officer or agent of the Company in the name of the Company and with the proper authorization of the Managing Member, will be an action of the Company.
4. **Allocations of Profit and Loss.** All profits and losses of the Company (and items of income, deduction, gain, or loss) will be allocated 100% to the Managing Member.
5. **Distributions.** All distributions with respect to a membership interest in the Company will be made 100% to the Managing Member.
6. **Capital Contribution.** The capital contribution of the Managing Member to the Company is \$100.00.
7. **Dissolution.** The Company will dissolve upon the first to occur of (i) the sale or other disposition of all or substantially all of the Company’s property and the Company’s receipt of all or substantially all of the proceeds thereof, or (ii) the determination of the Managing Member to dissolve.
8. **Fiscal Year.** The fiscal year of the Company will be the calendar year.
9. **No Liability of Member and Others.** The Managing Member and its agents and any officers and agents of the Company will not be liable for the Company’s liabilities, debts or obligations, all of which will be the sole obligation of the Company. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement will not be grounds for imposing personal liability on the Managing Member or any officer.
10. **Indemnification.** The Company will indemnify and defend the Managing Member and its agents and any officers and agents of the Company, from and against all costs, losses, liabilities and

damages incurred by or asserted against any such person in connection with the Company's business to the fullest extent provided or allowed by law.

11. **Amendment.** This Agreement may be amended only by written instrument executed by the Managing Member and indicating an express intention to amend this instrument.

12. **Governing Law.** This Agreement will be interpreted, construed and enforced in accordance with the laws of Virginia.

The undersigned has executed this Agreement effective as of March 13, 2019.

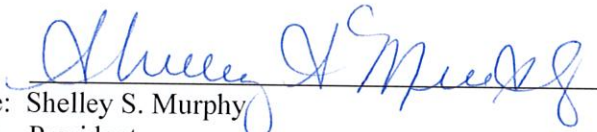
[signature page follows]

[signature page to Operating Agreement of Wesley Fairlington LLC]

MANAGING MEMBER AND SOLE MEMBER:

WESLEY FAIRLINGTON MANAGING MEMBER LLC

By: Wesley Housing Development Corporation of Northern Virginia,
its sole member

By: 
Name: Shelley S. Murphy
Title: President

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) made as of [Date TBD], 2019 by and between Wesley Fairlington LLC, a Virginia limited liability company (the “**Company**”) and Wesley Housing Development Corporation of Northern Virginia, a Virginia non-stock corporation (the “**Developer**”).

Recitals

WHEREAS, the Company was formed to acquire, construct, develop, improve, maintain, own, operate, lease, dispose of and otherwise deal with an apartment project located in Alexandria, Virginia, known as Fairlington Presbyterian Church Apartments (the “**Project**”).

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

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

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

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement of the Company of even date herewith (the “**Operating Agreement**”).

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

Section 1. Development Services.

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

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

duty and (ii) promptly notify the Company that the performance of such duty is beyond its reasonable control. The Developer has performed or shall perform the following:

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

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

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

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

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

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

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

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

(F) the submission of any suggestions or requests for changes which could in any reasonable manner improve the design, efficiency or cost of the Project, including, without limitation, improving energy efficiency (e.g., obtaining National Green Building Standard certification of Silver or higher);

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

including, without limitation, any applicable entitlements, special use, site plan, or zoning approvals applicable to building construction;

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

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

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

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

(L) taking such actions as may be required to obtain any certificates of occupancy or equivalent documents required to permit the occupancy of the Project; and

(M) ensuring the development of the Project accommodates the unique conditions associated within the vicinity of the Project, including, without limitation, the nearby school.

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

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

(vi) To the extent requested to do so by the Company, prepare and distribute to the Company a critical path schedule, and periodic updates thereto as necessary to reflect any

material changes, but in any event not less frequently than quarterly, other design or construction cost estimates as required by the Company, and financial accounting reports, including monthly progress reports on the quality, progress and cost of construction and recommendations as to the drawing of funds from any loans arranged by the Company to cover the cost of design and construction of the Project, or as to the providing of additional capital contributions should such loan funds for any reason be unavailable or inadequate;

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

(viii) Comply with all applicable present and future laws, ordinances, orders, rules, regulations and requirements (hereinafter in this subparagraph (ix) called "laws") of all federal, state and municipal governments, courts, departments, commissions, boards and offices, any national or local Board of Fire Underwriters or Insurance Services. Offices having jurisdiction in the county in which the Project is located or any other body exercising functions similar to those of any of the foregoing, or any insurance carriers providing any insurance coverage for the Company or the Project, which may be applicable to the Project or any part thereof. Any such compliance undertaken by the Developer on behalf of and in the name of the Company, in accordance with the provisions of this Agreement, shall be at the Company's expense. The Developer shall likewise ensure that all agreements between the Company and independent contractors performing work in connection with the Project shall include the agreement of said independent contractors to comply with all such applicable laws;

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

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

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

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

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

Section 2. Limitations and Restrictions. Notwithstanding any provisions of this Agreement, the Developer shall not take any action, expend any sum, make any decision, give any consent, approval or authorization, or incur any obligation with respect to (i) any matter not related to the construction or construction financing of the Project, including but not limited to the acquisition of the Project, the organization of the Company, obtaining permanent financing, obtaining an investor for the Company or leasing up the Project, such matters to be performed or supervised by the Managing Member, and (ii) any of the following matters unless and until the same has been approved by the Company:

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

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

(c) Making any expenditure or incurring any obligation by or on behalf of the Company or the Project involving a sum in excess of \$25,000 or involving a sum of less than \$5,000 where the same relates to a component part of any work, the combined cost of which exceeds \$25,000, except for expenditures made and obligations incurred pursuant to and specifically set forth in a construction budget approved by the Company (the “**Construction Budget**”) or for such matters as may be otherwise expressly delegated to the Developer by the Company;

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

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

Section 3. Accounts and Records.

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

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

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

Section 4. Obligation To Complete Construction and to Pay Development Costs.

The Developer shall complete the construction of the Project or cause the same to be completed in a good and workmanlike manner, free and clear of all mechanics', materialmen's or similar liens, and shall equip the Project or cause the same to be equipped with all necessary and appropriate fixtures, equipment and articles of personal property, including refrigerators and ranges, provided for in the Project Documents and the Plans and Specifications. The Developer also shall cause the achievement of Final Closing in accordance with the terms of the Company Agreement. If the Specified Proceeds as available from time to time are insufficient to cover all Development Costs and achieve Final Closing, the Developer shall advance or cause to be advanced to the Company from time to time as needed all such funds as are required to pay such deficiencies. Any such advances (“**Development Advances**”) shall, to the extent permitted under the Project Documents and any applicable regulations or requirements of any Project Lender or Agency, be reimbursed at or prior to Final Closing only out of Specified Proceeds available from time to time after payment of all Development Costs. Any balance of the amount of each Development Advance not reimbursed through Final Closing shall not be reimbursable, shall not be credited to the Capital Account of any Member, or otherwise change the interest of any Person in the Company, but shall be borne by the Developer under the terms of this Agreement.

Section 5. Development Amount.

Any Development Advances made by the Developer shall be reimbursed from Specified Proceeds as set forth in Section 4. As reimbursement for any additional Development Advances and as a fee for its services in connection with the development of the Project and the supervision of the construction of the Project, the Developer shall be paid an amount (the “**Development Amount**”) equal to the lesser of (a) One Million and Five Hundred Thousand and No/100 Dollars (\$1,500,000.00); or (b) the maximum amount which conforms to the developer fee standards imposed by the Virginia Housing Development Authority.

Section 6. Applicable Law.

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

Section 7. Binding Agreement.

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

Section 8. Headings.

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

Section 9. Terminology.

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

For purposes of this Agreement, the following terms have the following meanings:

“**Development Costs**” means any and all costs and expenses necessary to (i) cause the construction of the Project to be completed, in a good and workmanlike manner, free and clear of all mechanics', materialmen's or similar liens, in accordance with the Plans and Specifications, (ii) equip the Project with all necessary and appropriate fixtures, equipment and articles of personal property (including, without limitation, refrigerators and ranges), (iii) obtain all required certificates of occupancy for the apartment units and other space in the Project, (iv) finance the construction of the Project and achieve Final Closing in accordance with the provisions of the Project Documents, (v) discharge all Company liabilities and obligations arising out of any casualty occurring prior to Final Closing generating insurance proceeds for the Company, (vi) fund any Company reserves required hereunder or under any of the Project Documents at or prior to Final Closing, (vii) repay and discharge the construction loan from Virginia Housing

Development Authority, and (viii) pay any other costs or expenses necessary to achieve the Completion Date and Final Closing.

“**Specified Proceeds**” means (i) the proceeds of all Project Loans, (ii) the net rental income, if any, generated by the Project prior to Final Closing which is permitted by the Project Lenders to be applied to the payment of Development Costs, (iii) the Capital Contributions of a limited member of the Company, (iv) the Capital Contributions of the Managing Member in the amounts set forth in Section 6 of the Operating Agreement as of the Initial Closing, and (v) any insurance proceeds arising out of casualties occurring prior to Final Closing. To the extent necessary, the Development Amount may be deferred to ensure there are sufficient Specified Proceeds to pay all Development Costs.

Section 10. Benefit of Agreement.

The obligations and undertakings of the Developer set forth in this Agreement are made for the benefit of the Company and its Members and shall not inure to the benefit of any creditor of the Company other than a Member, notwithstanding any pledge or assignment by the Company of this Agreement of any rights hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

COMPANY: **Wesley Fairlington LLC**

By: Wesley Fairlington Managing Member LLC,
its sole member and managing member

By: Wesley Housing Development Corporation of Northern
Virginia,
its sole member and managing member

By: _____
Name: Shelley S. Murphy
Title: President

DEVELOPER: **Wesley Housing Development Corporation of Northern Virginia**

By: _____
Name: Shelley S. Murphy
Title: President

B

Virginia State Corporation
Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, January 16, 2019

This is to certify that the certificate of organization of

Wesley Fairlington LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: January 16, 2019



State Corporation Commission

Attest:

Joel H. Beck
Clerk of the Commission

C

Principal's Previous
Participation Certification
(MANDATORY)



Previous Participation Certification Instructions

General Instructions:

The following certification:

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

Definitions:

Development - the proposed multifamily rental housing development

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

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

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

Instructions, cont'd

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

Please follow guidelines below for listing principals.

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

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

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



Previous Participation Certification

Development Name: Fairlington Presbyterian
Name of Applicant (entity): Wesley Fairlington LLC

I hereby certify that:

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

Previous Participation Certification, cont'd

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

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

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


Signature

Shelley S. Murphy
Printed Name

3/10/19
Date (no more than 30 days prior to submission of the Application)

D

List of LIHTC Developments

(Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: Fairlington Presbyterian
 Name of Applicant: Wesley Fairlington LLC

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2003 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Wesley Housing Development Corporation of Northern Virginia
Principal's Name: _____ **Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*** Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Quarry Station Seniors Apts. Manassas, VA	Quarry Station Seniors c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	79	79	7/3/02	2/10/03	No
2	Knightsbridge Apartments Arlington, VA	Wesley Knightsbridge, L.P. c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	37	37	8/1/04	6/28/05	No
3	Whitefield Commons Apts. Arlington, VA	Wesley Whitefield, L.P. c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	63	63	12/1/05	4/6/06	No
5	Coppermine Place II Herndon, VA	Wesley Coppermine, L.P. c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	66	66	5/26/05	5/23/06	No
6	ParcView Apartments Alexandria, VA	Wesley ParcView, L.P. c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	149	120	12/1/07	7/22/08	No
7	Beverly Park Apartments Alexandria, VA	Wesley Notabene, L.P. c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	33	33	8/5/09	5/7/10	No
8	Strawbridge Square Apts. Alexandria, VA	Wesley Strawbridge, L.P. c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	128	127	3/25/10	1/19/11	No
9	Colonial Village Apartments Arlington, VA	Wesley Colonial Village II, L.P. c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	162	129	11/30/12	11/14/13	No
10	Pierce Queen Apartments Arlington, VA	PQ Apartments, LLC c/o Wesley Housing Dev. Corp. 703-642-3830	No	193	78	12/23/16	7/11/18	No
11	Lynhaven and William Watters Apartments Alexandria and Arlington, VA	Wesley Lynwatters LLC c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	49	49	5/15/15	10/19/16	No
12	The Fallstead at Lewinsville Center McLean, VA	Wesley Lewinsville, L.P. c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	82	82	10/31/18	TBD	No
13	Wexford Manor A Falls Church, VA	New Wexford LLC c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	38	38	3/30/17	12/8/17	No
14	Wexford Manor B Falls Church, VA	New Wexford Bond LLC c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	36	36	10/18/17	7/11/18	No

List of LIHTC Developments (Schedule A)

15	Culpepper Garden I Apts. Arlington, VA	CGI Restoration Limited c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	210	208	TBD	TBD	No
16	Brookland Place Apts. Washington, DC	Wesley Brookland LLC c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	80	80	TBD	TBD	No
17	The Arden Building A Alexandria, VA	Wesley Huntington A, LLC c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	79	79	TBD	TBD	No
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE

TOTAL: 1,484 1,304

LIHTC as % of

88% **Total Units**

E

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

REAL ESTATE PURCHASE AND SALES CONTRACT

THIS REAL ESTATE PURCHASE AND SALES CONTRACT (the "Contract") is made as of June 30, 2017, by and between the **WESLEY HOUSING DEVELOPMENT CORPORATION**, and/or its permitted assignee ("Purchaser") and the **FAIRLINGTON PRESBYTERIAN CHURCH CORPORATION** ("Seller"), a Virginia corporation, as trustee for the benefit of the Presbyterian Church (U.S.A.), with **NATIONAL CAPITAL PRESBYTERY, INC.** ("NCP") ("Trust Beneficiary").

RECITALS:

WHEREAS, Seller is the owner or contract purchaser of certain real property located in the City of Alexandria, Virginia, comprised of approximately 50,000 square feet of land (the "Property"), as more fully described on Exhibit A being a portion of the approximately 3-acre parcel of land owned by the Seller and having the street address of 3846 King Street ("Greater Church Property")₁;

WHEREAS, Purchaser is a non-profit developer and operator of housing for low-moderate income residents ("Affordable Housing") which desires to construct and operate no less than 75 units of Affordable Housing on the Property.

WHEREAS, Purchaser desires to purchase the Property from Seller, and Seller desires to sell, or cause the sale of, the Property to Purchaser, subject to the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. **PURCHASE AND SALE.**

Purchaser agrees to purchase and Seller agrees to sell and convey to Purchaser, or cause the sale and conveyance to Purchaser of, the Property, in fee simple absolute, pursuant to the terms and conditions set forth below.

2. **PURCHASE PRICE.**

The purchase price of the Property will be equal to Fifty-Two Thousand Three Hundred Dollars (\$52,300) per approved dwelling unit of Affordable Housing (or \$3,922,500 for 75 units), less an allowance for the cost to build replacement parking for the Seller, at a rate of \$35,000 per underground parking space and \$10,000 per surface parking space. Seller, in its absolute discretion, shall select the number of underground parking spaces and/or number and location of the surface parking spaces it desires. For example, if the Seller requires 80 parking spaces, comprising 62 surface parking spaces and 18 underground spaces, the cash purchase price would be \$2,692,500: That is, \$3,922,500 base purchase price minus \$600,000 (60 x

\$10,000) minus \$630,000 (18 x \$35,000). The number of parking spaces required by the Seller will depend on the configuration of the Seller's sanctuary and classrooms and will be determined by Seller through the site planning process.

3. PAYMENT OF PURCHASE PRICE.

The Purchase Price shall be paid as follows:

(a) Within two (2) business days of execution of a Sales Contract by Purchaser and Seller, Purchaser shall place in escrow with escrow agent satisfactory to Purchaser and Seller (the "Escrow Agent") cash in the amount of One Hundred Thousand dollars (\$100,000) as deposit thereunder (the "Deposit"). Twenty-Five Thousand dollars (\$25,000) will be non-refundable to the Purchaser and immediately delivered to the Seller upon the Purchaser filing of an application for approval of a preliminary development special use permit (the "DSUP") for the Affordable Housing project for approval by the City Council of Alexandria. An additional Twenty-Five Thousand dollars (\$25,000) will be non-refundable to the Purchaser and immediately delivered to the Seller upon approval of the DSUP. The non-refundable Deposits shall be credited against the Purchase Price at Closing.

(b) The \$50,000 Deposit remaining in escrow shall be credited against the Purchase Price at Closing.

(c) At the Closing, Purchaser shall deposit or cause to be deposited with the Escrow Agent sums sufficient to pay the Purchase Price and all other amounts necessary to satisfy Purchaser's obligations with respect to closing the transactions contemplated herein as follows: Purchaser shall cause the Escrow Agent to pay to Seller (a) the balance of the Deposit held by Escrow Agent and (b) the remaining balance of the Purchase Price after adjustment for delivery of the remaining Deposit, as adjusted for the prorations and credits set forth in this Agreement, by federal wire transfer in immediately available funds to such bank account(s) as Seller may designate.

4. STUDY PERIOD.

(a) Purchaser shall have a period of ninety (90) days from the date of execution of the Sales Contract (the "Study Period") to inspect the Property (but not any other portion of the Greater Church Property) and complete such tests (including soil boring, environmental and engineering test and studies), investigations, market studies or economic feasibility studies as Purchaser may determine to be desirable in its sole discretion and at Purchaser's cost and sole expense; provided, however, Purchaser shall not conduct any soil boring or other invasive or so-called Phase II environmental studies without the prior written consent of Seller. No costs or expenses associated with Purchaser's investigations shall be borne by the Seller. From and after the date hereof, Purchaser and its agents and designees shall be given full and complete access to the Property and the books and records related to the Property, as well as to all existing environmental reports, engineering reports, maintenance records, title policies and surveys, site

plans, and plans and specifications related to the Property, during normal business hours and upon reasonable notice to Seller or its designated agents for such purpose. Purchaser will promptly repair and restore any damage to the Property or improvements thereon associated with its activities.

(b) Purchaser shall, and does hereby agree to, indemnify, defend and hold Seller and Trust Beneficiary and each of their respective direct and indirect members, partners, trustees, shareholders, beneficiaries, directors, officers, employees, attorneys and agents, and their respective heirs, successors, personal representatives and assigns, harmless from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by the actions of Purchaser and any and all of Purchaser's agents, employees and contractors (and any others entering onto the Property for or at the request of Purchaser) taken or occurring in, on or about the Property in the exercise of Purchaser's inspection right. Purchaser shall maintain liability and property damage insurance in the amount of at least One Million Dollars (\$1,000,000) insuring Purchaser's activities on the Property, and prior to entry onto the Property, deliver to Seller a certificate naming each of Seller and Trust Beneficiary as an additional named insured.

(c) Seller has previously delivered to Purchaser, at no cost to Purchaser, copies of all documents in Seller's possession or control that describe or in any way relate to the Property, including but not limited to all: title reports (and any exceptions to title), environmental reports, notices, insurance policies, building plans, permits, plans, "As-Builts", specifications, soil and other tests and studies, and copies of all surveys, engineering and other plans and plats. Seller shall make available to Purchaser and its agents for inspection and copying any additional documents, books and records relating to the maintenance, management, and operation of the Property which are in Seller's possession or control.

(d) In the event that Purchaser, determines, in its sole discretion, that the Property is not suitable for Purchaser's intended use, then Purchaser shall have the right to terminate this Contract at any time and for any reason or no reason, on or before the expiration of the Study Period. Purchaser shall notify Seller in writing, on or before the expiration of the Study Period, as to whether Purchaser has elected to terminate this Contract. In the event that Purchaser fails to give Seller timely notice of its election, then Purchaser shall be deemed to have elected not to terminate this Contract. In the event that this Contract is so terminated, then the Deposit, minus any portion of the Deposit that has become non-refundable, shall be returned to Purchaser and thereupon the parties shall have no further liability to each other.

(e) In connection with the right to enter upon the Property set forth in this Section, Purchaser agrees (i) to comply with all applicable laws and (ii) not to interfere with the operation of the Greater Church Property. In addition, and notwithstanding the foregoing provisions of this Section, Purchaser and its agents, employees and contractors (and any others entering onto the Property for or at the request of Purchaser) shall: (a) promptly pay when due the costs of all tests, investigations and examinations with regard to the Property conducted by or at the instruction of Purchaser and all of Purchaser's agents, employees and contractors (and any others entering onto

the Property for or at the request of Purchaser); (b) not permit any liens to attach to the Property by reason of the exercise of its rights under this Section; and (c) keep confidential and not disclose to any third party, other than the Purchaser's consultants, lenders, investors and regulatory agencies as part of the execution of the development contemplated herein, the results of any such study or investigation except as may be required by applicable law. Seller shall reasonably cooperate with Purchaser in its due diligence but shall not be obligated to incur any liability or expense in connection therewith. The provisions of this Section shall survive the Closing or termination of this Agreement.

5. CLOSING.

(a) Closing Date. Closing under the Sales Contract (the "Closing") shall be contingent upon: (i) appraisal of the Property yields a value equal to or greater than the purchase price, (ii) the receipt by Purchaser of final unappealable approval of the DSUP and any customary ancillary regulatory approvals by the Alexandria City Council and-; and (iii) the receipt by Purchaser of a reservation of at least \$4 million in subordinate financing from the City of Alexandria and at least \$1.7 million in Tax Credits for the Project, no later than June 30, 2020. Closing shall occur within three hundred sixty five (365) days after the receipt by Purchaser of a reservation of Tax Credits by the Virginia Housing Development Authority ("VHDA"), on a date mutually acceptable to Purchaser and Seller.

(b) Adjustments. All rents, utilities, real estate taxes (or any special taxes), any insurance policies or service contracts that Purchaser elects to have assigned to Purchaser at Closing, and other similar charges shall be adjusted to the date of Closing.

(c) Closing Costs. Seller shall pay for preparation of the deed, the cost of releasing any encumbrances against the Property, one-half of all state and local transfer and recordation taxes, and one half of any other usual and customary settlement charges. Purchaser shall pay for examination of title, owner's and mortgagee's title insurance, the survey (if prepared), recordation of any deed of trust or mortgage, other transfer and recording charges, one half of all state and local transfer and recordation taxes, and one half of any other usual and customary settlement charges. Each party shall pay for the cost of their respective legal counsel.

(d) Settlement Documents, etc. Seller shall convey title to the Property by Special Warranty Deed. Purchaser and Seller shall execute such affidavits, certifications, bills of sale, assignments of leases, assignments of contracts and other rights, estoppel certificates, and other instruments as are reasonably required by Purchaser, Purchaser's title insurance company, Purchaser's lender, or customarily provided at similar Closings.

6. TITLE.

(a) Absolute ownership and fee simple title to the Property is to be conveyed at the time of Closing, free of all liens, encumbrances, judgments, covenants, restrictions, easements and rights of way, recorded or unrecorded; other than the Permitted Exceptions (as hereinafter

defined). Title to the Property is to be marketable, good of record and in fact, and fully insurable at standard rates by a recognized title insurance company licensed to do business in Virginia.

(b) Within five (5) business days of the Effective Date, Purchaser shall, at its own expense, order a commitment for owner's title insurance for the Property (the "Title Commitment"). If Purchaser, in its sole discretion, finds that any of the exceptions to title set forth in the Title Commitment would interfere with its contemplated development and/or use of the Property ("Title Objections"), Purchaser shall, on or before the expiration of the Study Period, give written notice to Seller setting forth the Title Objections. Any exceptions to title shown on said Title Commitment not objected to by Purchaser or that would otherwise be depicted on a survey of the Property shall be deemed a "Permitted Exception". After receipt of notice of Purchaser's Title Objections, Seller, in its sole discretion, shall have the option to cure or not to cure any of the Title Objections. Within ten (10) business days after receipt of notice of Title Objections, Seller shall give Purchaser written notice whether it will or will not cure the Title Objections. If Seller does not give Purchaser such notice, within the ten (10) business day period, Seller shall be deemed to have elected not to cure the Title Objections. If Seller does elect to cure the Title Objections, Seller shall promptly commence and diligently pursue good faith and reasonable efforts to cure the Title Objections and the Closing date, if necessary, shall be extended for the period of time required to allow Seller to cure the Title Objections. If Seller shall not have succeeded in curing the Title Objections, despite its good faith and reasonable efforts, within one hundred eighty (180) days from receipt of the notice of the Title Objections, or if Seller elects in the first instance not to cure any Title Objections, Purchaser shall have the right either (i) to purchase the Property subject to the Title Objections not cured by Seller, or (ii) undertake to cure all such objections and the reasonable documented cost of such efforts, not to exceed Twenty Thousand Dollars (\$20,000), shall be deducted from the Purchase Price, or (iii) to terminate this Contract. In the event of termination pursuant to this Paragraph, the Deposit, minus any portion of the Deposit that has become non-refundable, shall be promptly returned to Purchaser and thereafter the parties shall be relieved of further liability to one another. Notwithstanding the foregoing, any deeds of trust, mortgages, judgment liens, and other monetary liens against the Property shall be deemed Title Objections, whether Purchaser gives written notice of such or not, and shall be removed by Seller at or before the time of Closing.

7. LAND USE APPROVALS.

(a) Land Use Approvals. Purchaser shall file at least two land use applications with the City of Alexandria Planning Division for acceptance of the: (i) DSUP and any customary ancillary regulatory approvals necessary to construct and operate the Affordable Housing project (the "Land Use Applications"). It is intended that the Land Use Applications shall seek approval for at least 75 housing units of Affordable Housing, 5,000 square feet of additional density for the exclusive use of the Seller, at least 65 surface parking spaces dedicated to exclusive Seller use, and landscaped open space and site improvements, including but not limited to providing the space for a playground of acceptable size and configuration to the Seller including the relocation of any existing playground equipment and providing a similar fence to that of the existing playground (the "Intended Improvements"). The Intended Improvements shall be of

substantially the same character and quality to those improvements which current exist on the Greater Church Property. (the "Intended Improvements"). The Intended Improvements shall be of substantially the same character and quality to those improvements which current exist on the Greater Church Property. If Purchaser desires to amend the aforementioned scope of the Intended Improvements, Seller may withhold its consent to material revisions to the scope of the Intended Improvements if the revised scope fails to meet the Seller's program needs. In the event that the Seller fails to object to requested revisions to the scope of the Intended Improvements within ten (10) business days after receipt of such request, the Seller will be deemed to have consented to such revisions.

(b) **Seller Cooperation.** Purchaser and Seller will closely cooperate with respect to the preparation and prosecution of the Land Use Applications as may be required in order for Purchaser to manage the development of the Property, as contemplated herein. Seller shall join in and timely execute any such applications, consents, disclosures, affidavits, development conditions or such other documents required by the City of Alexandria, or any other governmental agency, with regard to the proposed development, at no cost or liability to Seller. This obligation to cooperate shall remain effective after any approvals of the Land Use Applications by the City of Alexandria (the "Land Use Approvals").

(c) **Meetings.** It is agreed that Purchaser shall take the lead in all communications and meetings with the City of Alexandria regarding the Land Use Applications. The parties shall consult on at least a bi-weekly basis during the time period prior to Land Use Approvals.

8. REPRESENTATIONS AND WARRANTIES OF SELLER.

In order to induce Purchaser to enter into this Contract and to proceed to Closing, Seller hereby makes the following representations and warranties to Purchaser, all of which are true as of the Effective Date and shall be true as of the date of Closing:

(a) Seller is duly organized, validly existing, and in good standing under the laws of Virginia.

(b) Seller has the full right, power and authority to enter into, carry out, and perform this Contract, without obtaining any further approvals or consents. All requisite action has been taken to make this Contract valid and binding upon, and enforceable against Seller in accordance with its terms. The person(s) who executed this Contract on behalf of Seller has full power and authority to bind Seller.

(c) To Seller's knowledge, the entering into this Contract and consummation of this transaction by Seller will not violate any law or governmental regulation, order or decree to which Seller is subject or any agreement or other instrument to which Seller is a party or by which it is bound.

(d) To the best of Seller's knowledge, no attachment, execution, assignment for the benefit of creditors or involuntary proceedings in bankruptcy against Seller has been contemplated, threatened or initiated, and Seller has no present intention to file a voluntary bankruptcy proceeding.

(e) Seller has not made any agreements, or commitments to the applicable governmental authorities, any adjoining or surrounding property owners, any utility, or any other person or entity which would in any manner be binding upon Purchaser.

(f) Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code, as amended.

(g) Seller has no knowledge of any threatened or pending, annexation, condemnation, change in zoning, road widening, utility construction, or other judicial or administrative proceedings against or affecting any part of the Property.

(h) To the best of Seller's knowledge except as shown on any environmental reports provided by Seller or commissioned by Purchaser, and except for minor amounts customarily used in the operation and maintenance of church and school properties: (i) there are no "Hazardous Materials" (as hereinafter defined) located on, under, within, or adjacent to the Property; and (ii) no portion of the Property has been used for the storage, use, generation, treatment or disposal of Hazardous Materials. To the best of Seller's knowledge, there are no underground fuel tanks located upon the Property. For purposes herein, the term "Hazardous Materials" means any petroleum products, asbestos, polychlorinated biphenyls ("PCBs"), hazardous levels of radon gas, and any other hazardous or toxic materials and substances which are defined, determined or identified as such in any federal, state or local laws, rules or regulations or any judicial or administrative interpretation of such laws, rules or regulations, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq., as amended, and the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq.

(i) Seller has no knowledge of any violation of any regulation, ordinance, safety regulation, building or fire code, zoning ordinance, law or order, or any threatened or pending litigation with respect to the Property or Seller's ownership thereof.

(j) At or prior to the Closing, Seller shall pay in full, or make provision satisfactory to Purchaser's title insurer for payment in full, for all work done at, and materials supplied to, the Property, including without limitation any work in progress on the date hereof, and any labor performed or material furnished through Closing, and shall obtain full, binding waivers of lien for all such items.

(k) Seller has no knowledge of any insufficiency of public sanitary and storm sewers, public water, or other utilities serving the Property.

(l) To Seller's knowledge, no portion of the Property is located within an area designated as a flood hazard area or an area which will require the purchase of flood insurance for the obtaining of any federally insured or federally related loan.

9. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

In order to induce Seller to enter into this Contract and to proceed to Closing, Purchaser hereby makes the following representations and warranties to Seller, all of which are true as of the Effective Date and shall be true as of the date of Closing:

(a) Purchaser is duly organized, validly existing, and in good standing under the laws of Virginia.

(b) Purchaser has the full right, power and authority to enter into, carry out, and perform this Contract, without obtaining any further approvals or consents. All requisite action has been taken to make this Contract valid and binding upon, and enforceable against Purchaser in accordance with its terms. The person who executed this Contract on behalf of Purchaser has full power and authority to bind Purchaser.

(c) To the best of Purchaser's knowledge, no attachment, execution, assignment for the benefit of creditors or involuntary proceedings in bankruptcy against Purchaser has been contemplated, threatened or initiated, and Purchaser has no present intention to file a voluntary bankruptcy proceeding.

(d) Purchaser acknowledges that the sale of the Property is "AS IS, WHERE IS, WITH ALL FAULTS". Without limiting the generality of the foregoing, except as set forth in Section 8, Purchaser acknowledges that Seller makes no representations or warranties regarding the physical condition of the Property or the compliance of the Property with any applicable laws or regulations (including, without limitation, zoning, land use, subdivision, and environmental laws of any kind) or the fitness of the Property for Purchaser's intended use or for any other purpose.

(f) Purchaser knows of no reason why Purchaser would be ineligible for an award of Tax Credits by VHDA. Purchaser represents and warrants that neither Purchaser nor any affiliate has ever been disqualified or barred by any state housing agency from seeking or receiving an award of Tax Credits.

10. CONDITIONS TO CLOSE.

The obligation of the Purchaser to purchase the Property and to perform under this Contract shall be contingent upon, and expressly subject to satisfaction of the following conditions:

(i) The representations and warranties made by Seller in this Contract shall be true as of the date of Closing in all material respects.

(ii) The title and other status of the Property shall be as provided herein. Seller shall be able to convey title to the Property as provided herein.

(iii) Seller shall have performed in all material respects all of Seller's covenants, conditions, and obligations provided herein.

(iv) The conditions of closing as set forth in Section 5 (a) have been satisfied.

In the event any condition set forth is not met at the date of Closing, Purchaser shall have the right to terminate this Contract, and receive a refund of its Deposit, minus any portion of the Deposit that has become non-refundable.

The obligation of the Seller to convey the Property and to perform under this Contract shall be contingent upon, and expressly subject to satisfaction of the following conditions:

(i) The representations and warranties made by Purchaser in this Contract shall be true as of the date of Closing in all material respects.

(ii) Purchaser shall have performed in all material respects all of Purchaser's covenants, conditions, and obligations provided herein.

In the event any condition set forth is not met at the date of Closing, Seller shall have the right to terminate this Contract and retain any portion of the Deposit that has become non-refundable, and neither party shall have any further liability to the either party.

11. PURCHASER'S DEFAULT.

If Seller has performed its covenants and agreements hereunder and if all conditions precedent to Purchaser's obligation to consummate the transactions herein contemplated have been satisfied, but Purchaser has failed or refused to consummate the transactions contemplated herein by the Closing Date, then, provided Purchaser has received written notice from Seller specifying the nature of the breach or default and Purchaser fails to cure the specified breach within ten (10) days after receipt of the notice, or, provided that the cure has been commenced within such ten (10) day period, such longer period not to exceed thirty (30) days, as may be necessary to cure such breach, Seller shall retain the Deposit as complete and liquidated damages and as Seller's sole and exclusive remedy, at law or equity. Thereafter, this Contract shall terminate and Purchaser and Seller shall be relieved of further liability hereunder. In no event shall Seller be entitled to pursue or receive damages from Purchaser.

12. SELLER'S DEFAULT.

If Seller fails to deliver the deed to purchaser, or if Seller is otherwise in breach of its covenants, representations, or warranties under this Contract, then, provided Seller and Trust Beneficiary have received written notice from Purchaser specifying the nature of the breach and Seller and/or Trust Beneficiary fail to cure the specified breach or default within ten (10) business days after receipt of the notice, or, provided that the cure has been commenced within such ten (10) business-day period, such longer period not to exceed thirty (30) days, as may be necessary to cure such breach, Purchaser may at its option, as its sole and exclusive remedy, (a) seek specific performance or (b) terminate this Contract and receive the return of the Deposit plus Purchaser's reasonable documented costs of due diligence and pursuit of all approvals, not to exceed \$200,000. Purchaser shall accept any cure by Trust Beneficiary as if offered by Seller.

13. NOTICES OF VIOLATIONS.

All notices of violations of laws, regulations, or requirements issued by legal authority affecting the Property shall be complied with by Seller, at its own expense, prior to the time of Closing. The Property shall be conveyed free of any such violations.

14. RISK OF LOSS.

Until execution and delivery of the deed, the risk of loss or damage to the Property by fire or other casualty is assumed by Seller.

15. CONDEMNATION/CASUALTY.

(a) Seller shall maintain full casualty, liability, worker's compensation, and other insurance as would be maintained by prudent owners of property such as the Property.

(b) If, at or prior to the time of Closing, any portion of the Property shall be taken pursuant to any governmental or other power of eminent domain, Seller shall immediately notify Purchaser thereof and Purchaser shall have the option to either: (i) terminate this Contract, whereupon the Deposit shall be paid to Purchaser, and the parties shall have no further liability to each other, or (ii) require Seller to convey the remaining portion of the Property to Purchaser pursuant to this Contract, in which event Purchaser shall pay the full Purchase Price, and Seller shall transfer and assign to Purchaser at Closing, all of Seller's right, title, and interest in and to any award or other compensation made or to be made or to be made by reason of such condemnation or other such proceeding.

(c) In the event of any casualty prior to conveyance of the Property, (i) Seller shall make such repairs as are necessary to stabilize the Property and comply with any applicable laws, (ii) the parties shall proceed to Closing at the full Purchase Price, and (iii) Seller shall retain any remaining insurance proceeds.

16. BROKERAGE.

Seller and Purchaser each represent and warrant to the other that neither party has dealt with any real estate broker, agent or finder in connection with this Contract and that no right to or claim for commission or other compensation has been created by the actions of either with respect to this Contract. Seller and Purchaser hereby indemnify and agree to hold the other harmless against all loss, liability and expense, including reasonable attorney fees and costs suffered by the other due to any breach of the foregoing warranties.

17. ASSESSMENTS.

Except as provided herein, Seller has no knowledge of any special assessments having been levied, threatened or pending against all or any part of the Property, and Seller has no knowledge of any intended special assessments. Seller and Purchaser acknowledge the City of Alexandria has recently enacted a storm water management fee which will apply to the Greater Church Property and which will be paid by the proposed condominium to be created and apportioned between the parties according to each party's respective obligation if the fee were applied directly to that party's property and improvements. Seller is exempt from the payment of City real estate taxes, and will use all lawful and commercially reasonable efforts to remain exempt from the payment of such taxes on their property.

18. CONVEYANCE OF UNITS.

Prior to issuance of any building permit for the Property, the Property will be created as a lawful separate condominium unit by Seller and Purchaser by recordation of a Declaration of Condominium (the "Condominium") in accordance with the Virginia Condominium Act upon the Greater Church Property. It is the intention of the parties to create separate units for the Seller's property and improvements to be conveyed to the Seller; to create one or more units for the Wesley Housing affordable housing project; and to create a separate unit for open space, if required by City of Alexandria. The Condominium will be governed by a board with an odd number of members, the majority of which will be appointed by the Church, and the Church shall control the majority of the voting units of the Condominium. Costs to structure the condominium will be borne entirely by the Purchaser.

At or before the time of the Church Conveyance Date the parties shall also agree upon and record a reciprocal easement agreement that will govern the relationship between the owners of the various units created, including rights of access, rights to use the garage, maintenance rights and responsibilities, and other customary obligations for such mixed use projects.

19. NOTICES.

All notices provided for herein shall be deemed to have been properly given if personally delivered (with signed receipt) or mailed by certified mail, return receipt requested, first class, postage prepaid, to the following addresses:

(a) If to Seller:

Fairlington Presbyterian Church Corporation
Attention: _____, Trustee
3846 King Street
Alexandria, Virginia

with a copy to:

Bean, Kinney & Korman
Attention: Mark M. Viani, Esquire
2300 Wilson Blvd., 7th Floor
Arlington, Virginia 22201

with a copy to Trust Beneficiary:

National Capital Presbytery
11300 Rockville Pike, Suite 1009
Rockville, MD 20852
Attention: Director of Business Affairs

and:

Reno & Cavanaugh PLLC
455 Massachusetts Avenue NW
Suite 400
Washington, DC 20001
Attention: Efreem Levy

(b) If to Purchaser:

Wesley Housing Development Corporation
Attention: Paul Browne
5515 Cherokee Avenue, Suite 200
Alexandria, Virginia 22312

with a copy to:

Land Carroll & Blair, P.C.

Attention: Duncan Blair, Esq.
524 King St, Alexandria, VA 22314

Notice shall be deemed given on receipt, if hand delivered, or three (3) days after mailing, if mailed. The parties shall be responsible for notifying each other of any change of address.

20. MISCELLANEOUS.

(a) Entire Agreement, etc. This Contract contains the entire agreement between the parties regarding the subject matter of this Contract. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties, relating to this subject matter, except as set forth herein. This Contract may not be modified orally or in any other manner except by a written instrument by all the parties. This Contract may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The Recitals set forth herein are incorporated in and made a part of this Contract.

(b) Waiver of Conditions. Seller and Purchaser reserve the right to waive any of the terms and conditions of this Contract for its benefit, and to consummate the transaction in accordance with the terms and conditions of this Contract which have not been so waived.

(c) Survival. The representations, warranties, terms and provisions of this Contract shall survive Closing for a period of one (1) year and shall not be merged therein. No claim may be brought hereunder more than one (1) year after the Closing Date.

(d) Severability. If any terms, covenants or condition of this Contract or its application to any person or circumstances shall be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those to which it is help invalid or unenforceable, shall not be affected, unless the result would frustrate the purpose of this Contract.

(e) Governing Law. This Contract, the rights and obligations of the parties hereto, and any claims or disputes relating thereto shall be governed and construed under the laws of the Commonwealth of Virginia.

(f) Further Assurances. Seller and Purchaser agree to execute, acknowledge and deliver any further agreements, documents, certificates or instruments that are reasonably necessary or desirable to carry out the transaction contemplated by this Contract.

(g) Attorneys Fees. In any litigation pursuant to this Contract, the substantially prevailing party may recover its reasonable attorneys' fees.

(h) Waiver of Jury Trial. Seller and Purchaser each hereby waives any right to jury trial in the event any party files an action relating to this Contract or to the transactions or obligations contemplated hereunder.

(i) Calculation of Dates. If any date upon which action is required under this Contract shall be a Saturday, Sunday or legal holiday, the date for such action shall be extended to the first regular business day after such date which is not a Saturday, Sunday or legal holiday.

(j) Time is of the Essence. The parties hereto acknowledge that for all purposes of this Contract, time is of the essence.

(k) Successors and Assigns. This Contract shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto. Purchaser shall be entitled to assign this Contract to any entity (i) in which the Purchaser is a managing partner, managing member or controlling shareholder, and (ii) in which the sole purpose of the entity is the immediate development of the Property utilizing low-income housing tax credits.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as their own free act and deed.

[Signatures appear on the following pages]

SELLER:

FAIRLINGTON PRESBYTERIAN
CHURCH CORPORATION

June 28 2017
Date

By: Susan W. Berry
Name: Susan W. Berry
Title: Trustee

By: Amy Applegate
Name: Amy Applegate
Title: Trustee

By: Laura S. Brooks
Name: Laura S. Brooks
Title: trustee

TRUST BENEFICIARY:

**NATIONAL CAPITAL PRESBYTERY,
INC.**

June 23, 2017
Date

By: *Todd S. McCreight* (Seal)
Name: *Todd S. McCreight*
Title: ~~*Director of Business Affairs*~~
Treasurer

PURCHASER:

WESLEY HOUSING DEVELOPMENT
CORPORATION

June 30, 2017
Date


By: 
Name: Shelley S Murphy
Title: President/CEO

EXHIBIT A**LEGAL DESCRIPTION**

BEGINNING at a point in the new southwest right of way line of Leesburg Pike, which is 115 feet from the center line of said Pike, said point of beginning being 80 feet southeast of the center line of new service road through Brookings' property Conveyed to State Highway Department by deed dated July 20th, 1943, and duly of record among the land records of Fairfax County, Virginia in Deed Book 413, Page 77, and being across said service road entrance into the Pike from the Methodist Church property; thence with said southwest line of Leesburg Pike S. 45 deg. 04' 48" E. 264.01 ft., thence through the Brookings' property S. 44 deg. 55' 12" W. 417.87 ft. to a point, thence N. 45 deg. 04' 48" W. 314.01 ft. to a point, said point being in westerly line of 60 foot street to be dedicated as part of the subdivision, thence N. 44 deg. 55' 12" E. 367.87 ft. to the P.C. of a curve, thence to the right with a curve having a radius of 50 ft. and external angle of 90 degrees 78.54 ft., to the point of a beginning, containing three acres, shown on Plat attached to Deed recorded in Deed Book 574 at Page 271.

All dimensions taken from sheet 3 of 6 sheets, Project 1426A of Federal Road District #14 of State of Virginia.

A reservation or easement for sidewalk and other incidental purposes is hereby reserved from the above parcel 15 feet wide along the entire frontage of Leesburg Pike.

AND BEING the same property conveyed to Lillian C. Kendall, Frank J. Allston and J. J. Morgan, Trustees of the congregation of the Fairlington Presbyterian Church, by Deed dated August 21, 1947, recorded September 5, 1947 in Deed Book 574, at Page 271, among the aforesaid land records.

ASSIGNMENT AND ASSUMPTION OF REAL ESTATE PURCHASE AND SALES CONTRACT

This Assignment and Assumption of Real Estate Purchase and Sales Contract (“**Assignment**”), dated as of March 11, 2019, is made by and among Wesley Housing Development Corporation of Northern Virginia (also known as Wesley Housing Development Corporation), a Virginia non-stock, nonprofit corporation (“**Assignor**”), and Wesley Fairlington LLC, a Virginia limited liability company (“**Assignee**”, and together with the Assignor, the “**Parties**”).

RECITALS

A. Assignor entered into a Real Estate Purchase and Sales Contract dated as of June 30, 2017, with Fairlington Presbyterian Church Corporation as seller and trustee, National Capital Presbytery, Inc. as trust beneficiary, and Assignor as purchaser (the “**Agreement**”), for the purchase and sale of the “**Property**” as defined in the Agreement.

B. Pursuant to Section 20(k) of the Agreement, Assignor is entitled to assign the Agreement to Assignee.

C. Assignor desires to assign, transfer, and convey the Agreement and its rights, title, and interest in and to the Agreement to Assignee, and Assignee desires to accept such assignment on the terms and conditions stated below.

NOW, THEREFORE, in consideration of the receipt of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor:

AGREEMENT

1. **Assignment and Assumption.** Assignor hereby assigns, sells, conveys, and transfers to Assignee all of Assignor’s right, title and interest in and to the Agreement. Assignee hereby accepts the assignment and assumes all of Assignor’s right, title, and interest in and to the Agreement, and agrees to be bound by, perform, keep, and observe all of the obligations, duties, liabilities, covenants, and agreements of Assignor with respect to the Agreement to the same extent as if Assignee had been an original party to such agreement.

2. **Governing Law/Venue.** This Assignment will be governed by the law of the Commonwealth of Virginia, without regard to conflicts of laws principles. The Parties agree to submit to the exclusive jurisdiction of the state and federal courts located in the Commonwealth of Virginia and further agree not to assert any objections or claims of hardship on account of such venue.

3. **Counterparts.** This Assignment may be executed in separate counterparts, each of which when taken together will constitute an original. PDF, TIF, facsimile, or other electronic images of signatures will be deemed originals for all purposes.

4. **Further Assurances.** The Parties hereto agree to execute and deliver such further instruments and do further acts and things as may be reasonably required to carry out the intent and purposes of this Assignment.

5. **Binding Effect.** This Assignment will be binding upon and will inure to the benefit of the Parties hereto and their respective successors and assigns.

6. **Recitals.** The Recitals above are hereby incorporated and made a part of this Assignment.

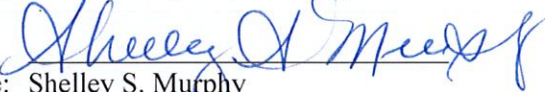
[SIGNATURES BEGIN ON NEXT PAGE.]

[Signature Page to Assignment and Assumption of Real Estate Purchase and Sales Contract]

The Parties have duly executed this Assignment as of the day and year above stated.

ASSIGNOR:

WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA,
a Virginia non-stock, nonprofit corporation

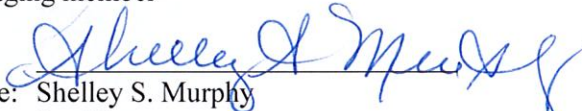
By: 
Name: Shelley S. Murphy
Title: President

ASSIGNEE:

WESLEY FAIRLINGTON LLC,
a Virginia limited liability company

By: Wesley Fairlington Managing Member LLC,
its managing member

By: Wesley Housing Development Corporation of Northern Virginia,
its managing member

By: 
Name: Shelley S. Murphy
Title: President



City of Alexandria, VA
 Office of Real Estate Assessments
 301 King Street, Room 2600, Alexandria, VA
 Phone: 703.746.4646

2018 Taxes & Fees

3846 KING ST ALEXANDRIA, VA

Real estate taxes, stormwater utility fees, and refuse fees are levied by the City's [Treasury Division](#). Please direct inquiries regarding taxes and fees to the [Treasury Division](#) at 703.746.3902 or payments@alexandriava.gov.

Property
Detail

Primary Sales
Comparables

2019 Sales &
Other Transactions

2018 Sales &
Other Transactions

Tax & Fee
Info

Legal Information

Account Number:
45104000

Map-Block-Lot Number:
021.02-01-01

2018 Annual Taxable Assessment:

Residential	\$0
Commercial	\$7,390,201
Total	\$7,390,201

Legal Description:

FAIRLINGTON PRESBYTERIAN CHURCH

Tax Rate: 1.1300 per \$100 Taxable Assessment

1st Half - Payments due Jun 15 2018 (paid Jun 5 2018)

	Levy		Payments/Credits	Due
Tax	\$0.00	\$0.00		\$0.00
Stormwater Fee	\$1,960.00	\$1,960.00		\$0.00
Total	\$1,960.00	\$1,960.00		\$0.00

2nd Half - Payments due Nov 15 2018 (paid Oct 26 2018)

	Levy		Payments/Credits	Due
Tax	\$0.00	\$0.00		\$0.00
Stormwater Fee	\$1,960.00	\$1,960.00		\$0.00
Total	\$1,960.00	\$1,960.00		\$0.00

Date of Query: 2:50 PM on February 19, 2019

© 1995–2019 City of Alexandria, VA and others

F

Architect's Certification
and Third-Party RESNET
Rater Certification
(MANDATORY)



INSTRUCTIONS FOR THE COMPLETION OF APPENDIX F ARCHITECT'S CERTIFICATION

(This form must be included in the Application – Tab F)

NOTE: If the development includes any combination of **New Construction, Rehabilitation** or Adaptive Reuse, then separate Architect Certifications must be provided for each construction type.

The proper completion of this certification is critical to calculate the average unit square feet and net rentable square feet of each unit type, to document amenity items for which will be awarded, and to calculate certain elements of the efficient use of resources points.

If this certification is not completed correctly there may be loss of points or disqualification of the application to compete for tax credits. **If this development receives an allocation of tax credits and items are not provided as indicated on this certification then VHDA may, at its sole option, require the payment by the Owner of an amount up to 10% of the Total Development Cost (as set forth in the Application) of the development as liquidated damages for such violation or the total loss of credits may result.** Therefore, it is imperative that this certification reflect the true and accurate intent of what will be provided in return for an allocation of tax credits.

Each section of this certification contains instructions on how the information should be provided. For Unit Size Calculations, the Average Unit Square Feet and Net Rentable Square Feet should be listed to two (2) decimal places. The number of units indicated should be only the units for which rent will be collected. For Average Unit Square Feet calculations, the Total Square Feet should equal the Average Unit Square Feet multiplied by the Number of Units/Type. The total at the bottom of the Total Square Feet column should equal item (D) on the same page of the certification, or be within 1 digit due to rounding.

Accessibility certifications on page 6 are for tax credit point categories only and are not to be confused with minimum code requirements.



Architect's Certification

Name of Development: Fairlington Presbyterian


Address of Development: 3846 King Street Alexandria, VA 22302

Name of Owner: Wesley Fairlington LLC

The architect signing this document is certifying that all unit and site amenities indicated in this certification are incorporated into the development plans and specifications, and that all products necessary to fulfill these representations are available for these purposes. The architect signing this document also certifies their understanding that both the excel application and the information in the architect certification must be the same and discrepancies between the excel application and architect's certification can result in penalties or even disqualification.

The individual who certifies this information must initial the pages where indicated, provide the personal information requested and sign on the last page. This certification should not be mailed separately to VHDA but returned to the developer for inclusion in the tax credit application.

(Acknowledge and include this instruction sheet as part of the certification)

Acknowledged: _____ 

Printed Name: James C. Heffner, III

All developments seeking Virginia Low Income Housing Tax Credits are required to meet one of the following as certified by a RESNET Rater:

- New Construction - EnergyStar Certification
The development's design meets the criteria for the EnergyStar certification.
- Rehabilitation -30% performance increase over existing, based on HERS Index
Or Must evidence a HERS Index of 80 or better
- Adaptive Reuse - Must evidence a HERS Index of 95 or better.

Plans and Specifications: Required documentation for all properties (new construction, rehabilitation and adaptive reuse)

- 1 A location map with property(ies) clearly defined.
- 2 A site plan showing overall dimensions of main building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required. For combination 4% and 9% properties, site plan must show all elements of both properties labeled so that the elements are distinguishable as to 4% and 9%.
- 3 Sketch plans of main building(s) reflecting overall dimensions of:
 - a. Typical floor plan(s) showing apartment types and placement
 - b. Ground floor plan(s) showing common areas;
 - c. Sketch floor plan(s) of typical dwelling unit(s);

A Unit by Unit write up is required for all Rehabilitation properties

This certification includes two (2) separate calculations of square footage:

- 1. Average Gross Unit Square Feet:** Measurements Include A Prorata Share of Heated Residential Common Area
- 2. Net Rentable Square Feet:** Measurements *Do Not* Include A Prorata Share of Any Common Area and Reflect All Floor Plans of Each Unit Type (1-BR, 2-BR, etc.) measured from the interior face of the unit perimeter walls

1. Average Gross Unit Square Feet: (These measurements impact the scoring of tax credit applications)

For purposes of determining the total residential heated square feet (D), the building(s) were measured from the outside face of exterior walls and the centerline of any party walls. All unheated spaces (B) and nonresidential, (income producing commercial spaces) (C) were subtracted from this measurement. Community rooms, laundry rooms, property management offices and apartments, heated maintenance facilities, and other common space designed to serve residential tenants were not deducted. Based on this procedure, I certify the following calculations in determining the usable heated square feet for the above referenced development:

136,924.00			(A) Total gross floor area in (sq. ft.) for the entire development
32,699.00	-		(B) Unheated floor area (breezeways, balconies, storage)
0.00	-		(C) Nonresidential, (commercial income producing) area
104,225.00	=		(D) Total residential heated area (sq. ft.) for the development

INSTRUCTIONS FOR AVERAGE UNIT SQUARE FEET CALCULATIONS:

Provide the average unit size for each bedroom type, (1 bedroom elderly, 2 bedroom garden, 3 bedroom townhouse, etc.) by adding the total square feet of all the same bedroom types (2 bedroom garden with 1 bath and 2 bedroom garden with 2 baths) and adding the prorated share of heated common residential space and divide by the total number of the same bedroom types (2 bedroom garden). Do not alter any items below.

Unit Types	Average Unit Sq. Ft.*	x	Number of Units/Type	=	Total Square Feet
Supportive Housing	0.00		0		0.00
1 Story/EFF-Elderly	0.00		0		0.00
1 Story/1 BR-Elderly	0.00		0		0.00
1 Story/2 BR-Elderly	0.00		0		0.00
Efficiency Elderly	0.00		0		0.00
1 Bedroom Elderly	0.00		0		0.00
2 Bedrooms Elderly	0.00		0		0.00
Efficiency Garden	726.84		3		2,180.53
1 Bedroom Garden	925.94		12		11,111.29
2 Bedrooms Garden	1334.77		49		65,403.73
3 Bedrooms Garden	1501.73		17		25,529.45
4 Bedrooms Garden	0.00		0		0.00
2+ Story 2 BR Townhouse	0.00		0		0.00
2+ Story 3 BR Townhouse	0.00		0		0.00
2+ Story 4 BR Townhouse	0.00		0		0.00
Total			81	Total	104,225.00

* Including pro rata share of heated, residential common area. This information should match Structure tab of the excel application

2. Net Rentable Square Feet *

For purposes of calculating Net Rentable Square Feet, the units were measured from the face of each unit perimeter wall. The values below therefore indicate the actual square footage of each unit floor plan. (For example, there may be 2 distinct 1-bedroom floor plans, 3 distinct 2-bedroom floor plans, etc. The purpose of this section of the Architect Certification is to document and certify the floor space attributable to residential rental units in the development.)

Percentage of Net Rentable Square Feet Deemed To Be **New Rental Space**

100.00%

	Unit Type	Floor Plan Square Feet	Number of Units This Floor Plan	Total
Mix 1	Efficiency	425.53	3	1276.59
Mix 2	1 BR - 1 Bath	684.38	4	2737.52
Mix 3	1 BR - 1 Bath	594.75	8	4758.00
Mix 4	2 BR - 2 Bath	1038.97	13	13506.61
Mix 5	2 BR - 2 Bath	982.30	4	3929.20
Mix 6	2 BR - 2 Bath	1013.34	12	12160.08
Mix 7	2 BR - 2 Bath	1058.90	4	4235.60
Mix 8	2 BR - 2 Bath	1104.90	4	4419.60
Mix 9	2 BR - 2 Bath	937.00	1	937.00
Mix 10	2 BR - 2 Bath	1123.67	3	3371.01
Mix 11	2 BR - 2 Bath	943.20	1	943.20
Mix 12	2 BR - 2 Bath	1060.97	3	3182.91
Mix 13	2 BR - 2 Bath	988.53	4	3954.12
Mix 14	3 BR - 2 Bath	1189.93	4	4759.72
Mix 15	3 BR - 2 Bath	1153.40	4	4613.60
Mix 16	3 BR - 2 Bath	1195.17	3	3585.51
Mix 17	3 BR - 2 Bath	1121.03	3	3363.09
Mix 18	3 BR - 2 Bath	1361.73	3	4085.19
Mix 19				0
Mix 20				0
Mix 21				0
Mix 22				0
Mix 23				0
Mix 24				0
Mix 25				0
Mix 26				0
Mix 27				0
Mix 28				0
Mix 29				0
Mix 30				0
Mix 31				0
Mix 32				0
Mix 33				0
Mix 34				0
Mix 35				0
Mix 36				0
Mix 37				0
Mix 38				0
Mix 39				0
Mix 40				0
Mix 41				0
Mix 42				0
Mix 43				0
Mix 44				0
Mix 45				0
Mix 46				0
Mix 47				0
Mix 48				0
Mix 49				0
Mix 50				0
Totals			81	79818.55

*This information should match Unit Details page of the excel application

DEV Name: Fairlington Presbyterian

Development Amenities:

I certify that the development's plans and specifications and proposed budget incorporate all items from VHDA's most current Minimum Design and Construction Requirements and the Unit by Unit write up. In the event the plans and specifications do not include VHDA Minimum Design and Construction Requirements and any immediate needs and recommendations from the Physical Needs Assessment, then those requirements still must be met, even though the application is accepted for credits. Please note that this may cause the Application to be ineligible for credits. The Requirements apply to any new, adaptive reuse or rehabilitated development (including those serving elderly and/or physically disabled households).

The Minimum Design & Construction Requirements may be found on VHDA's website at.....

www.VHDA.com

For any development upon completion of construction/rehabilitation: (non-mandatory amenities)

(Enter TRUE in each box where appropriate)

- TRUE a. The development will have a community/meeting room with a minimum of 749 square feet.
- 85% b.i,ii Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls (excluding triangular gable end area, doors, windows, kneewalls, columns, retaining walls, stairwells and any features that are not a part of the façade)
Community buildings are to be included in percentage calculations.
- TRUE c. Water expense will be sub-metered (tenant will pay monthly or bi-monthly bill)
- FALSE d. Each bathroom consists only of Water Sense labeled toilets, faucets and showerheads
- TRUE e. Provide necessary infrastructure in all units for high-speed internet/broadband service.
- TRUE f. Free Wi-Fi access will be provided for community room for resident only usage.
- FALSE g. Each Unit is provided free individual high-speed Internet access
- OR
- TRUE h. Each Unit is provided free individual Wi-Fi access
- TRUE i. Bath fan wired to primary light with delayed timer, or, continuous exhaust by ERV/DOAS OR
Bath Fan with humidistat
- TRUE j. Fire Suppression - Cooking surfaces are equipped with fire suppression features
- OR
- FALSE k. Fire Prevention - all Ranges equipped with temperature limiting controls
- FALSE l. Rehab only- Each apartment has dedicated space, drain and electrical hookups
to accept a permanently installed dehumidification system OR
- FALSE m. All development types- Each Unit is equipped with a permanent dehumidification system
- TRUE n. All interior doors within units are solid core
- TRUE o. At minimum one USB charging port in each Kitchen, Living room and all bedrooms
- TRUE p. All Kitchen light fixtures are LED and meet MDCR lighting guidelines
- TRUE q. Shelf or ledge outside each primary apartment entry door located in an interior hallway
- FALSE r. New Construction only- Each unit to have balcony or patios minimum depth 5' clear from face of building.
Minimum 30 square feet.

DEV Name: Fairlington Presbyterian



For all developments exclusively serving elderly tenants upon completion of construction/rehabilitation:
(optional point items)

- FALSE a. All cooking ranges will have front controls
- FALSE b. All full bathrooms will have an independent or supplemental heat source
- FALSE c. All entrance doors have two eye viewers, one at 42" and the other at standard height

For all rehabilitation and adaptive reuse developments, upon completion of construction/rehabilitation:
(optional point items)

- FALSE The structure is listed individually in the National Register of Historic Places or is located in a registered historic district and certified by the Secretary of the Interior as being of historical significance to the district, and the rehabilitation will **be completed in such a manner as to be eligible for historic rehabilitation tax credits.**

Building Structure:

Number of Stories

- Low-Rise** (1-5 stories with any structural elements being wood frame construction)
- Mid-Rise** (5-7 stories with no structural elements being wood frame construction)
- High-Rise** (8 or more stories with no structural elements being wood frame construction)

Accessibility:

I certify that the development plans and specifications meet all requirements of the federal Americans with Disabilities Act and Fair Housing Act (if applicable).

I certify that the development plans and specifications meet all requirements of HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act. Complying units must be "permanently accessible," rather than "adaptable" standards. Please reference Uniform Federal Accessibility Standards(UFAS) for more particular information.


Check one or none of the following point categories, as appropriate:

- Any development in which (i) the greater of 5 units or 10% of the total # of units will be assisted by HUD project-based vouchers or another form of documented and binding federal, state or locality project-based rent subsidies in order to ensure occupancy by extremely low-income persons; and (ii) the greater of 5 or 10% of the units will conform to HUD regulations interpreting accessibility requirements of Section 504 of the Rehabilitation Act.
(All of the units described in (ii) above must include roll-in showers (must contain permanent grab bars and fixed seats), roll under sinks and front controls for ranges unless agreed to by the Authority prior to the applicant's submission of its application.)
60 pts.
- Any development in which the greater of 5 units or 10% of the total # of units (i) have rents within HUD's Housing Choice Voucher payment standard; (ii) conform to HUD regulations interpreting accessibility requirements of Section 504 of the Rehabilitation Act
30 pts.
- Any development in which **five percent (5%)** of the total # of units (i) conform to HUD regulations interpreting accessibility requirements of Section 504 of the Rehabilitation Act
15 pts.

For any accessibility option elected above, all common space must also conform to accessibility requirements of HUD Section 504 regulations.

DEV Name: Fairlington Presbyterian

As architect of record for the above referenced development, the above certifications are correct to the best of my knowledge.

Signed: 
Printed Name: James C. Heffner, III
Title: President
Virginia Registration #: 5406
Phone: (703) 549 - 7766
Date: 3/7/19

NOTE TO ARCHITECT: If representatians in plans and specifications and/or any information certified in this certification is misrepresented then the architect may be penalized. Any change in this form may result in disqualification or a reduction of points under the scoring system. If you have any questions, please call JD Bondurant at VHDA (804) 343-5725.

Return this certification to the developer for inclusion in the tax credit application package.

DEV Name: Fairlington Presbyterian



Appendix F VHDA's Universal Design Certification

TRUE Units in the development will meet VHDA's **Universal Design Guidelines**.
Before issuance of IRS Form 8609, applicant will provide documentation to VHDA as evidence that such units meet VHDA's Universal Design guidelines.

The number of rental units that will meet these standards: 81

The total number of rental units in this development: 81


NOTE: For Elderly Developments, 100% of the units in the development must meet the Universal Design standards in order to qualify for points.

For Family Developments, points are awarded based on a percentage of the number of units meeting the Universal Design standards.

For the tax credit applicant to qualify for points associated with Universal Design, the architect of record must be on VHDA's list of Universal Design certified architects. VHDA Universal Design Certifications are only valid for 2019 applications if certification date is after January 1, 2014

All tax credit applications which include amenity points for providing VHDA Universally Designed dwelling units must include plans that clearly identify the following items in the format found on vhd.com or no points will be awarded:

- Overall building plans identifying the location of Universal Design dwelling units, and the means of vertical transportation (if applicable), along the accessible route (Minimum scale 1/8"=1'-0"). Include a legend and Universal Design General Notes section. Anything other than a fully handicap accessible elevator must have been presented to and approved by VHDA for this project at least two weeks prior to submission of reservation application.
- Site plan and building plans identifying accessible pedestrian routes from all Universal Design units to accessible parking, leasing office, community room, laundry facility, mailboxes, garbage collection areas and public transportation pick up areas. Architect must identify running slope and cross slope of route, and consider any obstructions. Include required number of accessible parking spaces, a legend for the accessible route, and a Universal Design general notes section.
- Enlarged Universal Design unit plans (Minimum scale 1/4"=1'-0") identifying clearances and all Essential Elements

Signed: _____ 

Printed Name: James C. Heffner, III
Architect of Record
(same individual as on page 7)

Date: 3/7/19

DEV Name: Fairlington Presbyterian



Appendix F
RESNET Rater Certification of Development Plans

I certify that the development's plans and specifications incorporate all items for the required baseline energy performance as indicated in Virginia's Qualified Allocation Plan (QAP). In the event the plans and specifications do not include requirements to meet the QAP baseline energy performance, then those requirements still must be met, even though the application is accepted for credits.

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

In addition provide HERS rating documentation as specified in the manual

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

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

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

Additional Optional Certifications

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

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

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

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

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

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

Signed: [Signature]

Date: 2/22/19

Printed Name: Michael Sumpter

RESNET Rater

Resnet Provider Agency
Pando Alliance

Signature [Signature]

Provider Contact and Phone/Email Thiel Butner, 703-517-4345

ENERGY STAR v3.0 Home Report

Property
3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
0.1A Ground.blg

Organization
Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS
Projected Rating
2019-02-22
Rating No:Od4YgBbv
Rater ID:6933532

Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	5.3	3.9
Cooling	4.4	3.5
Water Heating	5.2	3.5
Lights and Appliances	11.0	8.7
Total	25.8	19.7
HERS Index of Reference Design Home	77	59 HERS Index w/o PV
HERS Index Target (SAF Adjusted)	77	59 HERS Index
Size Adjustment Factor	1.00	

HERS Index w/o PV <= HERS Index of Reference Design Home AND HERS Index <= HERS Index Target to comply.

ENERGY STAR v3.0 Mandatory Requirements

X	Duct leakage at post construction better than or equal to ENERGY STAR v3/3.1 requirements.
X	Envelope insulation levels meet or exceed ENERGY STAR v3/3.1 requirements.
X	Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements - Table 402.1.1.
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system is installed in the home.
X	ENERGY STAR Checklists fully verified and complete.



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Version 3 Certified Home.

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	2.9
Sulfur Dioxide (SO2) - lbs/yr	43.5
Nitrogen Oxides (NOx) - lbs/yr	10.8

Energy Cost Savings

	\$/yr
Heating	18
Cooling	39
Water Heating	85
Lights & Appliances	183
Total	325

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET). In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

REM/Rate - Residential Energy Analysis and Rating Software v15.7.3

This information does not constitute any warranty of energy costs or savings.

© 1985-2018 NORESCO, Boulder, Colorado.

ENERGY STAR v3.0 Home Report

Property
3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
1.1A, B Ground.blg

Organization
Pando Alliance
703-517-4345
Michael Sumpter

HERS
Projected Rating
2019-02-22
Rating No: 123WRwo2
Rater ID: 6933532

Builder

Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	7.8	5.9
Cooling	4.9	3.8
Water Heating	5.2	3.4
Lights and Appliances	12.0	9.6
Total	29.9	22.7
HERS Index of Reference Design Home	78	61 HERS Index w/o PV
HERS Index Target (SAF Adjusted)	78	61 HERS Index
Size Adjustment Factor	1.00	

HERS Index w/o PV <= HERS Index of Reference Design Home AND HERS Index <= HERS Index Target to comply.

ENERGY STAR v3.0 Mandatory Requirements

X	Duct leakage at post construction better than or equal to ENERGY STAR v3/3.1 requirements.
X	Envelope insulation levels meet or exceed ENERGY STAR v3/3.1 requirements.
X	Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements - Table 402.1.1.
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system is installed in the home.
X	ENERGY STAR Checklists fully verified and complete.



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Version 3 Certified Home.

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	3.2
Sulfur Dioxide (SO2) - lbs/yr	48.4
Nitrogen Oxides (NOx) - lbs/yr	12.0

Energy Cost Savings

	\$/yr
Heating	28
Cooling	44
Water Heating	88
Lights & Appliances	201
Total	361

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET). In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

REM/Rate - Residential Energy Analysis and Rating Software v15.7.3

This information does not constitute any warranty of energy costs or savings.

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ENERGY STAR v3.0 Home Report

Property
3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
2.2B Top.blg

Organization
Pando Alliance
703-517-4345
Michael Sumpter

HERS
Projected Rating
2019-02-22
Rating No:9vvgg6MWv
Rater ID:6933532

Builder

Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	11.3	10.3
Cooling	9.9	6.5
Water Heating	7.2	4.7
Lights and Appliances	16.0	12.8
Total	44.5	34.3
HERS Index of Reference Design Home	81	61 HERS Index w/o PV
HERS Index Target (SAF Adjusted)	81	61 HERS Index
Size Adjustment Factor	1.00	

HERS Index w/o PV <= HERS Index of Reference Design Home AND HERS Index <= HERS Index Target to comply.

ENERGY STAR v3.0 Mandatory Requirements

X	Duct leakage at post construction better than or equal to ENERGY STAR v3/3.1 requirements.
X	Envelope insulation levels meet or exceed ENERGY STAR v3/3.1 requirements.
X	Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements - Table 402.1.1.
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system is installed in the home.
X	ENERGY STAR Checklists fully verified and complete.



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Version 3 Certified Home.

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	4.9
Sulfur Dioxide (SO2) - lbs/yr	73.2
Nitrogen Oxides (NOx) - lbs/yr	18.1

Energy Cost Savings

	\$/yr
Heating	79
Cooling	84
Water Heating	118
Lights & Appliances	265
Total	546

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET). In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

REM/Rate - Residential Energy Analysis and Rating Software v15.7.3

This information does not constitute any warranty of energy costs or savings.

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ENERGY STAR v3.0 Home Report

Property
3846 King St
Alexandria, VA 22302

Organization
Pando Alliance
703-517-4345
Michael Sumpter

HERS
Projected Rating
2019-02-22
Rating No:LLXR53ev
Rater ID:6933532

Weather: Washington, DC
Initial House Design
3.2 F, B Ground.blg

Builder

Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	21.0	15.6
Cooling	10.0	6.6
Water Heating	9.0	6.4
Lights and Appliances	18.4	14.5
Total	58.5	43.2
HERS Index of Reference Design Home	79	62 HERS Index w/o PV
HERS Index Target (SAF Adjusted)	79	62 HERS Index
Size Adjustment Factor	1.00	

HERS Index w/o PV <= HERS Index of Reference Design Home AND HERS Index <= HERS Index Target to comply.

ENERGY STAR v3.0 Mandatory Requirements

X	Duct leakage at post construction better than or equal to ENERGY STAR v3/3.1 requirements.
X	Envelope insulation levels meet or exceed ENERGY STAR v3/3.1 requirements.
X	Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements - Table 402.1.1.
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system is installed in the home.
X	ENERGY STAR Checklists fully verified and complete.



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Version 3 Certified Home.

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	5.9
Sulfur Dioxide (SO2) - lbs/yr	87.9
Nitrogen Oxides (NOx) - lbs/yr	21.7

Energy Cost Savings

	\$/yr
Heating	125
Cooling	101
Water Heating	122
Lights & Appliances	307
Total	656

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET). In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

REM/Rate - Residential Energy Analysis and Rating Software v15.7.3

This information does not constitute any warranty of energy costs or savings.

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Fairlington Presbyterian Resident Internet Packet

The following is a draft of the documents that will be included into the property's Resident Internet Rules, Regulations and Education Information Packet, Acknowledgement Form and the Internet Security Plan for the community. This is a draft and is intended to be representative of the type of information that would be provided to the residents, signed and copies maintained in resident files. Once the specific internet provider is selected, this will be finalized utilizing the most current information and best practices related to internet safety.

DRAFT

Internet Usage Policy: Resident Internet Rules, Regulations and Education Information

Rent includes free individual wireless or wi-fi internet access provided at a minimum of 10 Mbps download and 3Mbps upload speed accessible in each apartment at no additional cost to the residents. Free community room wi-fi is provided and restricted to residents in the property. Access to the community room wi-fi is through a rotating password. This Internet Usage Policy includes the rules and guidelines regarding the appropriate use of property-owned equipment, network and Internet access. The intention of this Policy is to protect both the property and all residents and their guests as a guide to the acceptable use of the property provided free Wireless network facilities and services in individual apartments as well as in the community room through a rotating wi-fi password.

Any individual connected to the Fairlington Presbyterian Wireless Network in order to use it directly or to connect to any other network(s), must comply with this Policy, the stated purposes and acceptable use policies of any other network(s) or host(s) used, and all applicable laws, rules, and regulations.

Use of the Fairlington Presbyterian Internet is permitted and encouraged where such use supports the productive and safe use of internet for all property residents and their guests. However, access to the Internet through Fairlington Presbyterian is a privilege and all resident must adhere to the policies concerning resident community room computer use and Internet usage. Violation of these policies could result in disciplinary and/or legal action leading up to and including termination of residency. Residents may also be held personally liable for damages caused by any violations of this policy. All residents are required to acknowledge receipt and confirm that they have understood and agree to abide by the rules hereunder.

Fairlington Presbyterian makes no representations or warranties concerning the availability or security of the Fairlington Presbyterian provided wireless internet or internet in the community room. By using the Fairlington Presbyterian wireless network you agree to defend, indemnify and hold harmless Fairlington Presbyterian for any losses or damages that may result from your use of the Fairlington Presbyterian wireless network.

Fairlington Presbyterian takes no responsibility and assumes no liability for any content uploaded, shared, transmitted, or downloaded by you or any guests, or for anything you may encounter or any data that may be lost or compromised while connected to the Fairlington Presbyterian Wireless Network.

Fairlington Presbyterian reserves the right to disconnect any user at any time and for any reason. The Fairlington Presbyterian Wireless Network is provided as a courtesy to allow our residents access to the internet. Users will not be given access to the Fairlington Presbyterian intranet or permission to install any software on any computers or equipment owned by the property and offered to residents for access as appropriate.

The Fairlington Presbyterian will provide access to a working wireless internet. If the network malfunctions or does not work as a result of the service provider, it will be incumbent on the service provider to remedy the situation as quickly as possible to continue to provide internet access to all residents.

Residents have the right to choose not to use the Fairlington Presbyterian provided wireless internet network.

All terms and conditions as stated in this document are applicable to all users including residents and their guests of Fairlington Presbyterian network and Internet connection. All terms and conditions as stated in this document reflect an agreement of all parties and should be governed and interpreted in accordance with the policies and procedures mentioned above. Any user violating these policies is subject to disciplinary actions deemed appropriate by Fairlington Presbyterian.

Internet Security Plan

The Fairlington Presbyterian will provide access to a working wireless internet. It is the responsibility of the resident to use personal networking devices (i.e. computer, laptop, iPad etc.) to set up the connection and directly utilize the network in individual apartments. It is recommended that residents keep up-to-date virus and malware software on their own technological devices as this is an open community network.

Community Center Internet Security

- The rotating password wireless network in the community room will be available during posted hours as is provided in an attempt to maintain a high level of safety;
- Residents and their guests are expected to use the Internet responsibly and productively;
- The equipment, services and technology used to access the Internet in the resident community room are the property of Fairlington Presbyterian and the Fairlington Presbyterian reserves the right to monitor Internet traffic and monitor and access data that is composed, sent or received through its online connections;
- All sites and downloads may be monitored and/or blocked by Fairlington Presbyterian if they are deemed to be harmful and/or not productive to the community; and
- If the Fairlington Presbyterian provides any computers for resident use, the installation of software such as instant messaging technology is strictly prohibited on community room computers.

Property Wireless Network Security

Inappropriate use of the Fairlington Presbyterian Wireless Network is not permitted. Unacceptable use of the internet by residents and their guests includes, but is not limited the guidelines listed below that Fairlington Presbyterian may at any time use to make a determination that a particular use is inappropriate:

- Users must respect the privacy and intellectual property rights of others;
- Users must respect the integrity of the Fairlington Presbyterian network and any other public or private computing and network systems;
- Use of the Fairlington Presbyterian Wireless Network for malicious, fraudulent, or misrepresentative purposes is prohibited;
- The Fairlington Presbyterian Wireless Network may not be used in a manner that precludes or hampers other users access to the Fairlington Presbyterian Wireless Network or other any other networks;
- Sending or posting discriminatory, harassing, or threatening messages or images on the Internet;
- Perpetrating any form of fraud, and/or software, film or music piracy;
- Stealing, using, or disclosing someone else's password without authorization;
- Downloading, copying or pirating software and electronic files that are copyrighted or without authorization;
- Hacking into unauthorized websites is prohibited; or
- Introducing malicious software onto the community network and/or jeopardizing the security of the community's network.

If a resident is unsure about what constitutes acceptable Internet usage, then he/she should ask the Property Manager for further guidance and clarification.

Resident Internet Rules, Regulations and Education Information Acknowledgement Form: Certification of Receipt

Resident: I (We) have received a copy of the Fairlington Presbyterian Resident Internet Information Packet which includes a copy of the Resident Internet Rules, Regulations and Education Information and the Internet Security plan for Fairlington Presbyterian. I (We) further agree to abide by same during our tenancy. All members of the household will be instructed to abide by these Rules and Regulations. I (We) understand that violation of these rules is a violation of my/our Lease Agreement and can lead to legal action and possibly termination of tenancy. If legal action should become necessary, the Resident has the right to obtain legal council to present a defense in court.

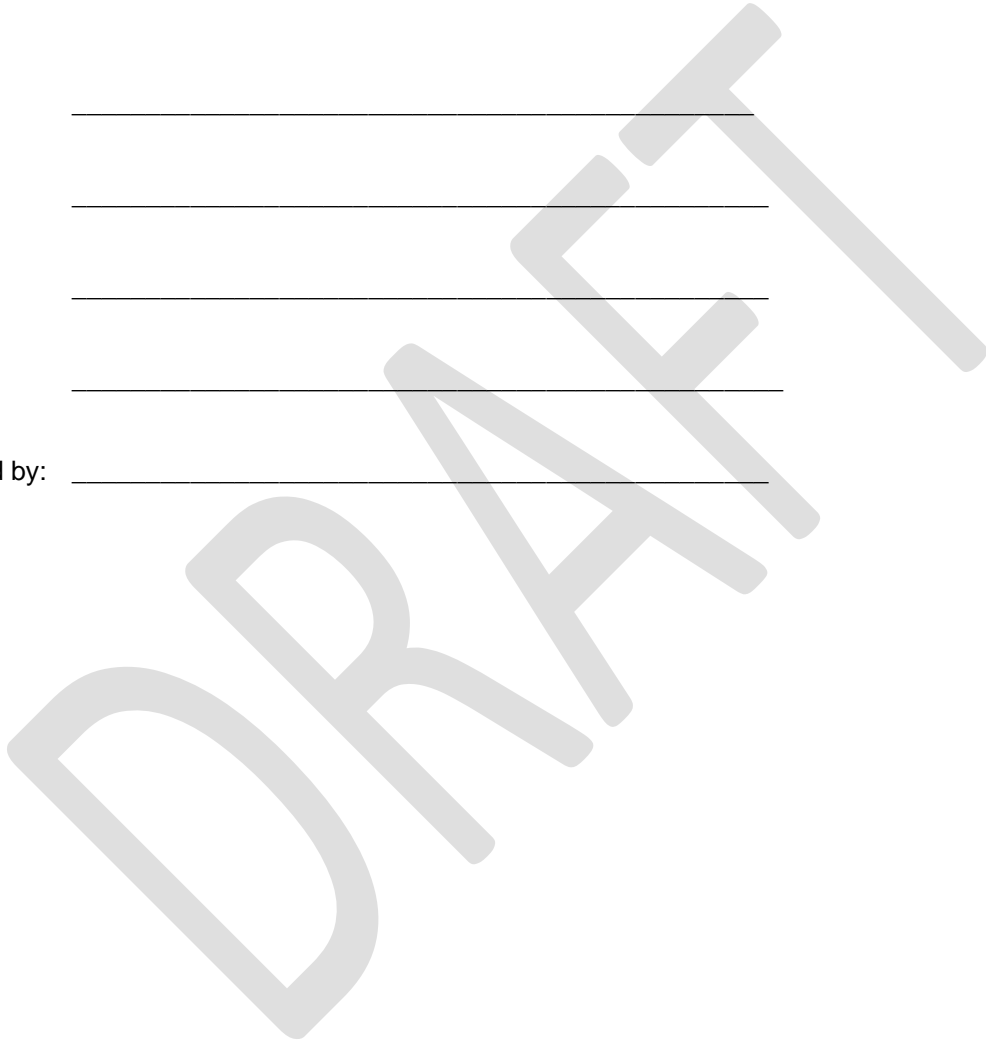
Resident: _____

Resident: _____

Address: _____

Date: _____

Witnessed by: _____



G

Zoning Certification Letter
(MANDATORY)



DEPARTMENT OF PLANNING AND ZONING

301 King Street

Room 2100

Alexandria, VA 22314

Phone (703) 746-4666

Fax (703) 838-6393

www.alexandriava.gov

DATE: January 24, 2019

Zoning Certification

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

RE: ZONING CERTIFICATION

Name of Development: Fairlington Presbyterian

Name of Owner/Applicant: Wesley Fairlington LLC

Name of Seller/Current Owner: Fairlington Presbyterian Church Corporation

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

DEVELOPMENT DESCRIPTION:

Development Address:

3846 King Street
Alexandria, VA 22302

Legal Description:

See attached legal description.

Proposed Improvements:

Table with 6 columns: Improvement Type, # Units, # Buildings, Total Floor Area Sq. Ft. Includes rows for New Construction, Adaptive Reuse, and Rehabilitation.

Zoning Certification, cont'd

Current Zoning: RA/Multi-family allowing a density of 81 units per acre, and the following other applicable conditions: as stated in conditions of approval of DSP#2017-0006.

Other Descriptive Information:

The applicant's proposed affordable multi-family development consisting of 81 units and associated parking has been reviewed and deemed in compliance with the City of Alexandria's Zoning Ordinance, small area plans, and city-wide policies. The proposal was approved by the City of Alexandria's Planning Commission and City Council in November 2018.

LOCAL CERTIFICATION:

Check one of the following as appropriate:

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

Signature

Karl Moritz

Printed Name

Director, Department of Planning and Zoning

Title of Local Official or Civil Engineer

703-746-3804

Phone:

January 24, 2019

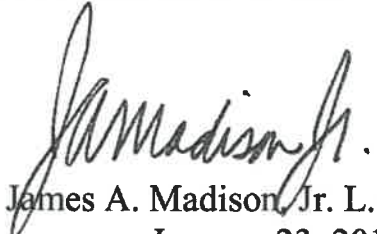
Date:

NOTES TO LOCALITY:

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

Description of the property of Fairlington Presbyterian Church Corporation as recorded in Instrument Number 100011407, City of Alexandria, Virginia:

Beginning at a point in the south right-of-way line of Menokin Drive, said point being the northeast corner of now-or-formerly Home Properties Braddock Lee, LLC; thence with the south right-of-way line of Menokin Drive, N 44° 00' 26" E, 367.87 feet to a point; thence 78.54 feet with the arc of a curve bearing to the right and having a radius of 50.00 feet (tangent length 50.00 feet, chord length 70.71 feet, chord bearing N 89° 00' 26" E) to a point in the west right-of-way line of King Street – Route 7; thence with the west right-of-way line of King Street – Route 7, S 45° 59' 34" E, 264.01 feet to a point in the north line of now-or-formerly Bradlee Towers Condominium; thence with Bradlee Towers Condominium, S 44° 00' 26" W, 417.87 feet to a point, said point being the southeast corner of the aforementioned Home Properties Braddock Lee, LLC; thence with Home Properties Braddock Lee, LLC, N 45° 59' 34" W, 314.01 feet to the point of beginning and containing an area of 130,679 square feet, or 3.0000 acres more or less.


James A. Madison, Jr. L.S.
January 23, 2019

H

Attorney's Opinion
(MANDATORY)

Klein Hornig LLP
COUNSELORS AT LAW

March 14, 2019

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

RE: 2019 Tax Credit Reservation Request

Name of Development: Fairlington Presbyterian

Name of Owner: Wesley Fairlington LLC

Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 13, 2019 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

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




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

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

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

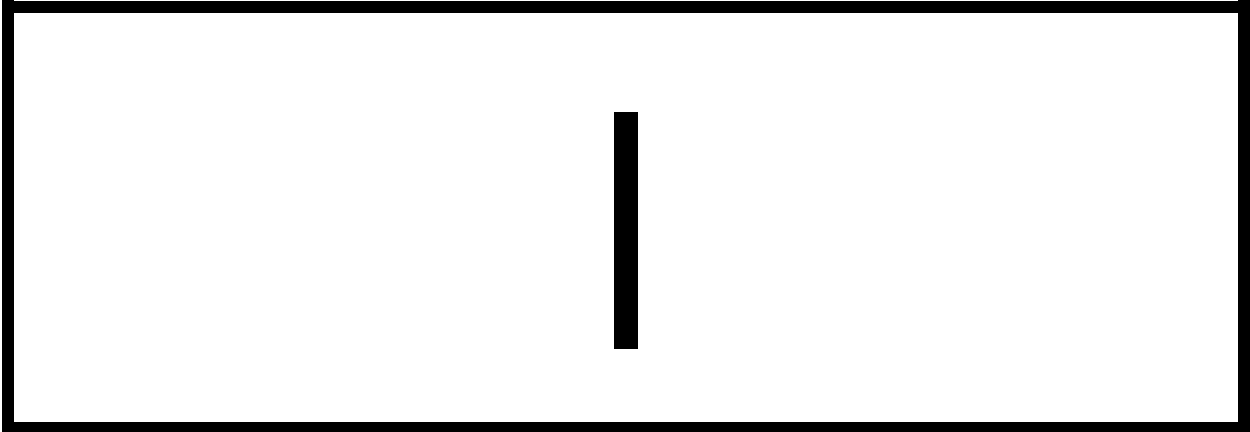
This opinion was not prepared in accordance with the requirements of Treasury Department Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding U.S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.

Klein Hornig LLP

By:  _____
Erik T. Hoffman

Its: _____
Partner





Nonprofit Questionnaire

(MANDATORY for points or pool)



Non-profit Questionnaire

Part II, 13VAC10-180-60, of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority") for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended (the "Code") establishes certain requirements for receiving credits from the non-profit pool established under the Plan and assigning points for participation of a non-profit organization in the development of qualified low-income housing.

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

1. General Information

- a. Name of development: Fairlington Presbyterian
- b. Name of owner/applicant: Wesley Fairlington LLC
- c. Name of non-profit entity: Wesley Housing Development Corporation of Northern Virginia
- d. Address of principal place of business of non-profit entity:
5515 Cherokee Avenue, Suite 200, Alexandria, VA 22312

Indicate funding sources and amount used to pay for office space:

Fees from development activities and property management, contracts with local government, and donations from organizations and individuals. Rent is \$12,592 monthly.

- e. Tax exempt status: 501(c)(3) 501(c)(4) 501(a)
- f. Date of legal formation of non-profit (must be prior to application deadline); December 10, 1974
evidenced by the following documentation: Certificate of Good Standing

- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached):
September 12, 1975
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):
To provide, on a nonprofit basis, housing for low- and moderate income individuals and families (i) pursuant to applicable laws, including without limitation relevant sections of the National Housing Act, or the Virginia Housing Development Authority Act, in either case as amended from time to time, or any successor statute or other applicable financing program which may, from time to time, be enacted or implemented or (ii) in such other manner as the Board may direct.
- i. Expected life (in years) of non-profit:
99 years

Non-profit Questionnaire, cont'd

j. Explain the anticipated future activities of the non-profit over the next five years:
WHDC will continue to develop and operate affordable housing for low- and moderate income residents of Northern Virginia and the District of Columbia as well as provide educational and social services to residents, including those with special needs such as the elderly and individuals living with chronic disease or disability.

k. How many full time, paid staff members does the non-profit and, if applicable, any other non-profit organization(s) ("related non-profit(s)") of which the non-profit is a subsidiary or to which the non-profit is otherwise related have (i.e. by shared directors, staff, etc.)?
87 How many part time, paid staff members? 3

Describe the duties of all staff members:

Staff members are responsible for the acquisition and development of housing as well as associated functions of financial management, fundraising, administration, asset management, volunteer recruitment and coordination, and resident services management for the organization.

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

Yes No If yes, explain in detail: _____

m. How many volunteers does the non-profit and, if applicable, any related non-profit have?
In 2018, 287 individuals gave more than 11,900 hours of their time to Wesley Housing.

n. What are the sources and manner of funding of the non-profit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development)
The organization receives fees for real estate development and property management activities. The organization receives support from local governments in form of contracts for services and donations from corporations, banks, foundations religious organizations and individuals. In addition, there are special events that generate contributions toward the organization's activities.

o. List all directors of the non-profit, their occupations, their length of service on the board, and their residential addresses:
See attached board roster

2. Non-profit Formation

a. Explain in detail the genesis of the formation of the non-profit:
WHDC was formed in response to an appeal from the Alexandria and Arlington Districts of the United Methodist Church to address the growing need for affordable housing in Northern Virginia. United Methodist congregations continue to provide significant support (financial and otherwise) for the organization.

Non-profit Questionnaire, cont'd

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

Yes No If yes, explain in detail:

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

Yes No If yes, explain:

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

Yes No If yes, explain:

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

Yes No, If yes, explain:

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

Yes No

- g. Explain in detail the past experience of the non-profit including, if applicable, the past experience of any other related non-profit of which the non-profit is a subsidiary or to which the non-profit is otherwise related (by shared directors, staff, etc.):

Over more than 44 years, WHDC has developed, co-developed and/or financed more than 2,300 units of affordable housing and the District of Columbia. It currently owns more than 1,700 homes and serves as property manager for more than 1,200 of these. Further, WHDC operates 3 community centers serving over 750 residents and 3 resident service centers.

- h. If you included in your answer to the previous question information concerning any related non-profit, describe the date of legal formation thereof, the date of IRS 501(c)(3) or 501(c)(4) status, its expected life, its charitable purposes and its relationship to the non-profit.

N/A

3. Non-profit Involvement

Non-profit Questionnaire, cont'd

- a. Is the non-profit assured of owning an interest in the Development (either directly or through a wholly owned subsidiary) throughout the Compliance Period (as defined in §42(i)(1) of the Code)?

Yes No

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

Yes No

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

Yes No

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

- b. (i) Will the non-profit be the managing member or managing general partner?
 Yes No If yes, where in the partnership/operating agreement is this provision specifically referenced?

Section 3 titled Management

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

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

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

Recordable agreement attached to the Tax Credit Application as TAB V

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

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

Yes No If yes,

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

WHDC will oversee the acquisition and entitlement of the site, and the financing and construction processes for the project.

- (ii) Describe the nature and extent of the non-profit's involvement in the operation or

Non-profit Questionnaire, cont'd

management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):
WHDC intends to maintain a controlling ownership interest and role in the property throughout the Extended Use Period.

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

In the development period, staff will invest approximately 1,350 hours per year in the development: 750 hours by the project manager, 200 by the Vice President for Real Estate, 100 by the President, and 300 by the Finance Department. During the Compliance Period, staff will spend approximately 1,000 hours: 700 hours from the Director of Property Management and staff, and 150 hours each from the asset management and resident services.

- e. Explain how the idea for the proposed development was conceived. For example, was it in response to a need identified by a local neighborhood group? Local government? Board member? Housing needs study? Third party consultant? Other?

The congregation of Fairlington Presbyterian Church discerned that their ministry called them to use their property to care for the low-income individuals and families of their community, and issued a request for proposals for the development affordable housing on the church's property. WHDC was selected to negotiate the acquisition of the land and to develop the proposed project.

- f. List all general partners/managing members of the Owner of the Development (one must be the non-profit) and the relative percentages of their interests:

Wesley Housing will be the sole managing member of the Development.

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

NA

- h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development? Yes No If yes, (i) explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.
-
-
-

- (ii) Explain how this relationship was established. For example, did the non-profit solicit proposals from several for-profits? Did the for-profit contact the non-profit and offer the services?

N/A

- i. Will the non-profit or the Owner (as identified in the application) pay a joint venture partner

Non-profit Questionnaire, cont'd

or consultant fee for providing development services? Yes No If yes, explain the amount and source of the funds for such payments.

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

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

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

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

N/A

n. Is the non-profit involving any local, community based non-profit organizations in the development, role and operation, or provision of services for the development? Yes No If yes, explain in detail, including the compensation for the other non-profits: WHDC will seek to engage local organizations to provide services to the residents of the Development, including educational, social and health programs. WHDC does not expect to pay the organizations for these services, but will provide space for such programs to operate at nominal cost.

Non-profit Questionnaire, cont'd

4. Virginia and Community Activity

- a. Has the Virginia State Corporation Commission authorized the non-profit to do business in Virginia? Yes No
- b. Define the non-profit's geographic target area or population to be served:
WHDC concentrates its efforts in Northern Virginia and the District of Columbia. In Northern Virginia, WHDC works in the Counties of Arlington, Fairfax, Prince William, Loudoun and Frederick, and the Cities of Falls Church, Alexandria and Manassas.
- c. Does the non-profit or, if applicable, related non-profit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?
 Yes No If yes, or no, explain nature, extent and duration of any service:
Wesley Housing owns three affordable housing communities in the City of Alexandria, and provides housing stability services to the residents of those communities.
- d. Does the non-profit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the non-profit on design, location of sites, development and management of affordable housing? Yes No If yes, explain:
- e. Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the non-profit to solicit contributions/donations in the target community?
 Yes No
- f. Does the non-profit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?
 Yes No If yes, explain:
Wesley Housing receives support from numerous individuals and faith communities in Northern Virginia, including faith communities and individuals in the City of Alexandria.
- g. Has the non-profit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input? Yes No If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:
Throughout the planning and entitlement process, Wesley Housing conducted numerous meetings with the community that were held at the Fairlington Presbyterian Church or neighboring association location sites. Approximately eight general community meetings or association specific meetings were held since May 2017.
- h. Are at least 33% of the members of the board of directors representatives of the community being served? Yes No If yes,
(i) low-income residents of the community? Yes No

Non-profit Questionnaire, cont'd

- (ii) elected representatives of low-income neighborhood organizations? Yes No
- i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)? Yes No
- j. Does the board of directors hold regular meetings which are well attended and accessible to the target community? Yes No If yes, explain the meeting schedule:
WHDC board meetings are held monthly at WHDC offices.
-
- k. Has the non-profit received a Community Housing Development Organization (CHDO) designation, as defined by the U. S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction? Yes No
- l. Has the non-profit been awarded state or local funds for the purpose of supporting overhead and operating expenses? Yes No If yes, explain in detail:
Fairfax County has provided funds for organizational administration.
-
- m. Has the non-profit been formally designated by the local government as the principal community-based non-profit housing development organization for the selected target area? Yes No If yes, explain:
-
- n. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity? Yes No If yes, note each such application including: the development name and location, the date of application, the non-profit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).
The Fields of Falls Church, Falls Church, VA, Application - 1996, WHDC Role - 51% co-GP, JV Partners - KSI Services, Inc. Robert C. Kettler, Richard W. Hausler and Richard I. Knapp, General Contractor - the Korth Companies, Inc., Management Entity - KSI Services, Inc., Result of Application - Approved, Current Status - operating
Union on Queen (fka Pierce Queen), Arlington, VA. Application - 2013, WHDC Role - 50% of GP, JV Partners - BA Pierce Queen LLC, General Contractor - Bozzuto Construction, Management Entity - Bozzuto Management, Result - Approved, Status - operating
-
- o. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member? Yes No If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).
Schedule A, which is included with this application, identifies WHDC's LIHTC experience in the past 15 years. Further information is available upon request.
-
- p. To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before? Yes No If yes, explain:
-

Non-profit Questionnaire, conf'd

q. Has the non-profit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the VHDA Housing Funds? Yes No If yes, explain:
VHPF - Agape House (\$20,000 predevelopment loan); VHF - Wexford Manor (\$750,000 loan); VHF - Quarry Station Seniors Apartments (\$750,000); VHF - Coppermine (\$750,000).

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

s. Has the non-profit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community? Yes No If yes, explain the plan:

5. Attachments

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

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

March 13, 2019

Date

Wesley Fairlington LLC

Owner/Applicant

By: Shelley J. Mackay

Its: Secretary

Title

March 13, 2019

Date

Wesley Housing Development Corporation of Northern Virginia

Non-profit

By: Janey L. Hunter

Board Chairman

Non-profit Questionnaire, cont'd

By: 
Executive Director

Wesley Housing Development Corporation
2019 Board of Directors

NAME & ADDRESS	EMPLOYMENT	POSITION/COMMITTEE	CHURCH/TERM
Rev. Jeffrey Mickle Alexandria, VA 22203	Alexandria District UMC District Superintendent 3600 Chain Bridge Road, Suite 1 Fairfax, VA 22030 (O) 793.820.7200 (F) 845.8145 alexandriads@vaumc.org		1/19 - 1/20
Ms. Kimberly P. Armstrong 2975 Hunters Branch Road Unit 216 Fairfax, VA 22031 (H) 703.849.1319 (C) 703.615.6497 kimarmstrong10@verizon.net	Wells Fargo (retired)	Chair, Resource Development Committee Executive Committee Audit Committee	1/18 - 1/21 *
Mr. Casey Brill 6747 Anders Terrace Springfield, VA 22151 (H) 703-642-5582 (C) 703.967.6414	Senior Vice President Citizens Bank 8614 Westwood Center Drive, Suite 250 Vienna, VA 22182 (O) 703.245.7034 casey.brill@citizensbank.com	Affiliate Boards Chair, Real Estate Dev. Committee Executive Committee Finance Committee	1/18 - 1/21 *
Ms. Brooke Cooper 705 Braxton Place Alexandria, VA 22301 (H) 703.836.5524 (Pers. Cell) 310.210.3011	Founder & Managing Director Tech Acumen Group 1800 Diagonal Road, Suite 600 Alexandria, VA 22314 (O) 202.833.5570 x102 (Bus. Cell) 310.210.3011 brooke.cooper@techacumengroup.com	Finance Committee Chair, Audit Committee Real Estate Development Committee Executive Committee	1/17 - 1/20 *
Mr. John W. Gibb 6209 Halley Commons Court Fairfax Station, VA 22039 (H) 703.250.6783 (C) 703.472.3850	Managing Director Jones Lang LaSalle Securities, LLC 2020 K Street, NW, Suite 1100 Washington, DC 20006 (O) 202.719.5884 (F) 312.470.8220 john.gibb@am.jll.com	Vice Chairman Real Estate Development Committee Chair, Governance Committee Executive Committee	1/18 - 1/21 *
Mr. Michael W. Graff, Jr. 2125 14th Street, NW Apartment 520 Washington, DC 20009	Partner McGuireWoods 1750 Tysons Boulevard, Suite 1800 McLean, VA 22102 (O) 703.712.5110 (F) 703.712.5191 mgraff@mcguirewoods.com	Past Chairman President, Affiliate Boards Real Estate Dev. Committee President, Wesley ASI Board President, Agape Board	1/18 - 1/21 *

Wesley Housing Development Corporation
2019 Board of Directors

NAME & ADDRESS	EMPLOYMENT	POSITION/COMMITTEE	CHURCH/TERM
Ms. Nancy Minter 3137 Eakin Park Ct. Fairfax, VA 22031 (H) 703.280.4996 nancy.minter@ymail.com	Urban Institute Library (Retired)	Chairman Governance Committee Resource Development Committee Strategic Planning Executive Committee	1/17 - 1/20 *
Ms. Shelley S. Murphy 613 E. Nelson Avenue Alexandria, VA 22301 (H) 703.690.0985 (Cell) 703.887.3571	Wesley Housing Development Corporation President/CEO 5515 Cherokee Ave Suite 200 Alexandria, VA 22312 (O) 703.642.3830 x 212 (F) 703.642.1079 smurphy@whdc.org	President/CEO Executive Committee Sec., Affiliate Board Sec., Corporate Affiliate Board	N/A
Ms. Cassia N. Sookhoo (C) 813.748.1563 cassia_sookhoo@yahoo.com	Brailsford & Dunlavey, Inc. 1140 Connecticut Ave., NW, Suite 400 Washington, DC 20036 (O) 202.266.3424 csookhoo@programmanagers.com	Resource Development Committee Resident Service Committee	1/17 - 1/20*
Mr. Michael T. Cranna 6326 Lakeview Drive Falls Church, VA 22041 703.937.7707 michael.cranna@gmail.com	6326 Lakeview Drive Falls Church, VA 22041 703.937.7707 michael.cranna@gmail.com	Treasurer Chair, Finance Committee Governance Committee Executive Committee	1/19 - 1/22 *
Clyde Edwards 5363 Hayes Street, NE Washington, DC 20019 cdomedwards@gmail.com 202.631.0505	Program Analyst District of Columbia Dept of Housing & Community Development 1800 MLK Jr Avenue, SE Washington, DC 20020 cdomedwards@gmail.com (O) 202.442.7230	Secretary Resident Services Committee	1/17 - 1/20
Mr. Kenneth C. Wu, Esq 9518 Beck Court Bethesda, MD 20817 kenwuesq@yahoo.com 202.258.1021	Lopez & Wu, PLLC 1818 Library St., #500 Reston VA 20190 (O) 703.835.6145		1/18 - 1/21

J

Relocation Plan

(MANDATORY, if tenants are displaced)

N/A

K

Documentation of
Development Location:

K.1

Revitalization Area
Certification

RESOLUTION NO. 2866

WHEREAS, pursuant to Section 36-55.30:2.A of the Code of the Virginia of 1950, as amended, the City Council of the City of Alexandria, Virginia, desires to designate the site of the proposed Fairlington Presbyterian Church Apartments, as shown on Exhibit A attached hereto, as a Revitalization Area (Area); and

WHEREAS, the industrial, commercial or other economic development of the proposed Revitalization Area will benefit the City, but such Area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertaking to locate or remain in such Area; and

WHEREAS, private enterprise and investment are not reasonably expected, without assistance, to produce decent, safe and sanitary housing and supporting facilities that will meet the needs of low- and moderate-income persons and families in such Area and thereby create a desirable economic mix of residents in such Area; and

WHEREAS, Wesley Fairlington, LLC proposes to construct a new multifamily building containing approximately 81 rental units affordable to households at a range of incomes, from 40% to 60% of the Area Median Income (AMI), in the Area, thereby creating a mixed income community with the larger neighborhood; and

WHEREAS, the affordable housing proposed would not be economically feasible without the provision of federal low-income housing tax credits and significant City investment at advantageous rates and terms; and

WHEREAS, the proposed development will provide a critical source of affordable housing for current and future low- and moderate-income residents at a range of incomes whose tenancy and local employment is essential to the Area's future economic development and sustainability, as well as to the City's strategic goal of maintaining neighborhoods that are diverse, inclusive and true mixed-income communities;

NOW, THEREFORE, BE IT HEREBY RESOLVED that pursuant to Section 36-55.30:2.A of the Code of Virginia, 1950, as amended, the Area is hereby designated as a revitalization area.

Adopted: February 12, 2019



JUSTIN M. WILSON MAYOR

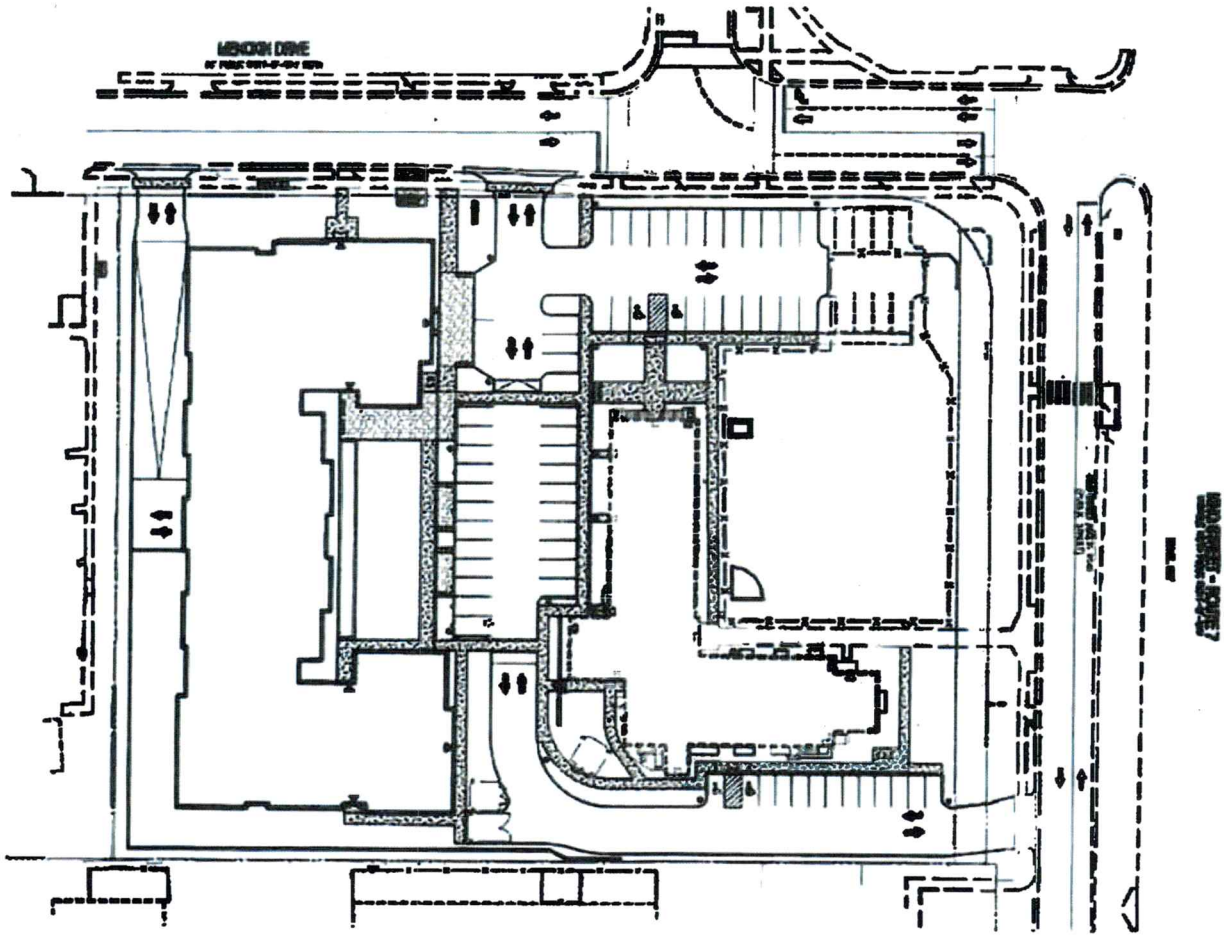
ATTEST:



Gloria A. Sitton, CMC City Clerk

Fairlington Presbyterian-Affordable Housing Project Site Plan

Attachment "A"



City of Alexandria

*301 King St., Room 2400
Alexandria, VA 22314*



Action Docket - Final

Saturday, November 17, 2018

9:30 AM

Council Chambers

City Council Public Hearing

OPENING

1. Calling the Roll.

Mayor Silberberg called the meeting to order and the Deputy City Clerk called the roll. All members of Council were present.

City Council received a presentation from Mr. Jinks and Ms. Landrum regarding the Amazon Headquarter, Virginia Tech Innovation campus, and the development of National Landing in Arlington and Alexandria.

2. Public Discussion Period.

The following persons participated in the public discussion period:

1. Bert Ely, 200 S. Pitt Street, spoke about the impact of the Amazon headquarter on traffic, housing, and employment in the City.

2. Janice Grenadier, 15 W. Spring Street, spoke about her issues with the judicial issues and the inability to resolve her issues with the judiciary.

[The period is restricted to items not listed on the docket. The first 15 speakers will be heard under item #2 at the beginning of the meeting. Any remaining speakers will be heard at the conclusion of the docketed items.]

REPORTS OF BOARDS, COMMISSIONS AND COMMITTEES

ACTION CONSENT CALENDAR (3-6)

Planning Commission

3. [19-1381](#) Special Use Permit #2018-0086
215 South Union Street - B. Doughnut
Public hearing and consideration of a request for a special use permit to operate a restaurant; zoned: W-1/ Waterfront Mixed-use.
Applicant: LaPlata Doughnuts, LLC
Planning Commission Action: Recommended Approval 6-0.
4. [19-1383](#) Special Use Permit #2018-0087
300 Montgomery Street - Montgomery Center
Public hearing and consideration of a request for a special use permit for additional square footage for a projecting sign on the corner of North Fairfax Street and

Montgomery Street; zoned: CRMU-X/ Commercial Residential Mixed-use (Old Town North).

Applicant: Bruce Machanic

Planning Commission Action: Recommended Approval 6-0.

5. [19-1384](#)

Master Plan Amendment #2018-0009

Rezoning #2018-0004

309 North Patrick Street

Public hearing and consideration of requests for: (A) an amendment to the Braddock Road Metro Station Small Area Plan to amend the land use designation from CL/ Commercial Low to RM/Residential Medium; (B) to rezone a lot from CL/ Commercial Low with a proffer to RB/ Townhouse; zoned: CL/Commercial Low with proffer.

Applicant: Zelaya Homes, LLC, represented by Mary Catharine Gibbs, attorney

Planning Commission Action: Recommended Approval 7-0.

6. [19-1390](#)

Rezoning #2018-0003

3050 Potomac Avenue and a portion of 3601 Jefferson Davis Highway - APTA
Rezoning

Public hearing and consideration of a request for an amendment to the official zoning map to change the zone at 3050 Potomac Avenue from CDD#10 to CDD#19 and to change the zone for a portion of 3601 Jefferson Davis Highway from CDD#19 to CDD#10; zoned: CDD#10 / Coordinated Development District #10 and CDD#19 / Coordinated Development District #19.

Applicant: CPYR Shopping Center, LLC and APTA Centennial Properties, LLC, represented by M. Catharine Puskar, attorney

Planning Commission Action: Recommended Approval 6-0.

END OF ACTION CONSENT CALENDAR

City Council approved docket items 4, 5, and 6 as a block and approved docket item #3 separately. The recommendations were as follows:

3. City Council approved the Planning Commission recommendation under a separate motion.

4. City Council approved the Planning Commission recommendation.

5. City Council approved the Planning Commission recommendation.

6. City Council approved the Planning Commission recommendation.

REPORTS AND RECOMMENDATIONS OF THE CITY MANAGER

7. [19-1318](#) Public Hearing on the Proposed City Legislative Package for the 2019 Virginia General Assembly Session.
- (1) City Council held a public hearing on the proposed City Legislative Package for the 2019 Virginia General Assembly Session, and (2) City Council will adopt the Legislative Package on Tuesday, November 27 after a work session with the Alexandria General Assembly delegation to be held that same night.*
8. [19-1278](#) Public Hearing and Consideration of a Governance Recommendation for Torpedo Factory Art Center Vibrancy and Sustainability Plan.
- City Council: (1) directed the City Manager to develop, via a public process in coordination with stakeholders, a Torpedo Factory Art Center Vibrancy and Sustainability Plan, and bring that plan to City Council for consideration; (2) recognized that substantial capital funding, in the order of \$10 million to \$15 million, will be required in the decade ahead in order to address current and future Torpedo Factory Art Center facility deficiencies, as well as to address to-be-determined future program needs; and (3) affirmed that the City of Alexandria Office of the Arts will continue as the long-term managing entity responsible for management and operations of the Torpedo Factory Art Center.*
9. [19-1409](#) Public Hearing and Consideration of a renewed Five Year License Agreement with Five-Year License Agreement with Zayo Group LLC to Permit Zayo Group LLC.'S Existing Conduits and Fiber Optic Cables to Remain in the City of Alexandria's Public Rights-Of-Ways and to Allow Placement of Additional Conduits and Fiber Optic Cable Telecommunication Services, Not Cable Television Services in the City of Alexandria.
- City Council approved the attached five-year license agreement with Zayo, and authorized the City manager to execute the license agreement and to take any other actions that are necessary to implement the agreement.*
10. [19-1347](#) Consideration and Public Hearing to place a memorial plaque at the Windmill Hill Park shoreline commemorating Captain Ryan Wojtanowski's service to the community as an advocate for environmental stewardship.
- City Council held a Public Hearing and approved the recommendation of the City Council Naming Committee to place a plaque at the Windmill Hill Park shoreline commemorating Captain Ryan Wojtanowski.*

REPORTS OF BOARDS, COMMISSIONS AND COMMITTEES (continued)

Planning Commission (continued)

11. [19-1386](#) Text Amendment #2018-0010
Consolidation of the Boards of Architectural Review
Public hearing and consideration of a text amendment to the Zoning Ordinance to amend Article X and add Section 10-400 to create the Alexandria board of architectural review and dissolve the Old and Historic Alexandria District and

Parker-Gray District boards of architectural review and to amend Sections 6-403, 7-802, 8-200, 8-602, 9-301, and 11-513 to change the references to the Alexandria board of architectural review.

Staff: City of Alexandria Department of Planning and Zoning

Planning Commission Action: Recommended Approval 7-0.

City Council approved the Planning Commission recommendation.

12. [19-1385](#)

Development Special Use Permit #2017-0006

Transportation Management Plan Special Use Permit #2018-0048

3846 King Street - Fairlington Presbyterian Church

Public hearing and consideration of requests for: (A) a development special use permit and site plan with modifications to construct a multifamily residential building including a special use permit to increase the floor area ratio in exchange for affordable housing units pursuant to Section 7-700 of the Zoning Ordinance and an extension in the period in which construction must be commenced under Section 11-418 of the Zoning Ordinance; and (B) a special use permit for a tier 1 transportation management plan; zoned: RA/Multifamily.

Applicants: Wesley Housing Development Corporation and Fairlington Presbyterian Church Corporation, represented by Duncan Blair, attorney

Planning Commission Action: Recommended Approval 7-0.

City Council approved the Planning Commission recommendation.

13. [19-1289](#)

Consideration of Requests for a Loan of Up to \$7.65 Million to Wesley Housing Development Corporation (Wesley) for the Fairlington Presbyterian Church Affordable Housing Development, for a Rental Assistance Grant of \$270,000 and for Adoption of a Resolution Designating the Development Site a Revitalization Area. [ROLL-CALL VOTE] (This is not a public hearing item)

City Council (a) approved a loan of up to \$7.65 million to Wesley (including \$400,000 previously approved for predevelopment) for development of 81 affordable rental units; (b) approved a grant of \$270,000 to provide rental assistance subsidies, pursuant to the City's pilot program, to help make nine units deeply affordable; (c) adopted a Resolution Designating the Project Site a Revitalization Area pursuant to VA Code Section 36-55.30:2; and (d) authorized the City Manager to execute all documents related to the City loan and its support for Wesley's application for low income housing tax credits. (RES. NO. 2856)

14. [19-1389](#)

Master Plan Amendment #2018-0008

Text Amendment #2018-0014

Coordinated Development District Concept Plan Amendment #2018-0006

Development Special Use Permit #2018-0002

2602 Main Line Boulevard (2600 and 2606 Main Line Boulevard) - Potomac

Yard Landbay H - West Silverstone

Public hearing and consideration of requests for: (A) an amendment to the Potomac Yard/Potomac Greens small area plan chapter of the Master Plan to amend the uses in CDD#10/Coordinated Development District #10 to include home for the elderly/life care facility; (B) initiation of and a text amendment to the Zoning Ordinance to amend the provisions of Section 5-602 to amend the allowable office square footage and add maximum square footage/dwelling units for home for the elderly/life care facility in CDD#10/Coordinated Development District #10; (C) an amendment to the previously approved CDD#2017-0001 Conceptual Design Plan to convert a portion of the office use within Landbay H and add home for the elderly/life care facility use; and (D) a development special use permit and site plan with modifications to construct two home for the elderly/life care facility buildings, with ground floor retail on the south building, including special use permit requests for bonus height for the provision of affordable housing per Section 7-700 of the Zoning Ordinance, for an additional mechanical penthouse on each building, for penthouses in excess of 15 feet in height, for a parking increase, and for a loading space reduction; zoned: CDD#10/Coordinated Development District #10 (Potomac Yard/Potomac Greens Small Area Plan).

Applicants: City of Alexandria (Text Amendment only). Silverstone Alexandria, LP c/o Silverstone Senior Living, represented by M. Catherine Puskar, attorney
Planning Commission Action: Recommended Approval 6-0.

City Council approved the Planning Commission recommendation.

15. [19-1388](#)

Rezoning #2018-0008

Development Special Use Permit #2016-0038

Transportation Management Plan Special Use Permit #2018-0085

1604-1614 King Street and 1604 Dechantal Street - King Street Condos

Public hearing and consideration of a request for: (A) an amendment to the official zoning map to change the zone at 1604 Dechantal Street from OCH to KR; (B) a development special use permit and site plan with modifications to construct a 49-unit multifamily dwelling and convert the existing townhouses to 10 multifamily dwelling units, including a special use permit request to increase the floor area ratio from 2.0 to 3.0 in the KR zone; (C) a special use permit for a transportation management plan; zoned KR / King Street Urban Retail and OCH / Office Commercial High.

Applicant: City of Alexandria (Rezoning only). Dechantal Associates, Inc.
Planning Commission Action: Recommended Approval 6-0.

City Council approved the Planning Commission recommendation.

16. [19-1408](#) Recommendation: Eisenhower West-Landmark Van Dorn Developer Contribution Policy
Staff: City of Alexandria Department of Planning and Zoning
Planning Commission Action: Recommended Approval 6-0.
City Council approved the Planning Commission recommendation.

ORDINANCES AND RESOLUTIONS

City Council approved docket items 17, 18, 19, 20, and 21 as a block.

City Council approved item no. 22 under a separate motion.

City Council approved docket items 23, 24, 25, 26, 27, 28, 29, 30, and 31 as a block.

City Council approved docket item no. 32 under a separate motion.

17. [19-1260](#) Public Hearing, Second Reading, and Final passage of an ordinance to amend and reordain Section 2-4-114 (CREATION, COMPOSITION AND ORGANIZATION) of Article O (GEORGE WASHINGTON BIRTHDAY CELEBRATION COMMITTEE) of Chapter 4 (COMMITTEES, BOARDS AND COMMISSIONS) of Title 2 (GENERAL GOVERNMENT) of the Code of the City of Alexandria, Virginia, 1981, as amended. [ROLL-CALL VOTE]

City Council adopted an ordinance to amend and reordain Section 2-4-114 (CREATION, COMPOSITION AND ORGANIZATION) of Article O (GEORGE WASHINGTON BIRTHDAY CELEBRATION COMMITTEE) of Chapter 4 (COMMITTEES, BOARDS AND COMMISSIONS) of Title 2 (GENERAL GOVERNMENT) of the Code of the City of Alexandria, Virginia, 1981, as amended. (ORD. NO. 5166)

18. [19-1262](#) Public Hearing, Second Reading, and Final Passage of an ordinance to amend and reordain Section 2-4-150 (CREATION, COMPOSITION, ORGANIZATION AND TERM) of Article T (CITIZEN CORPS COUNCIL) of Chapter 4 (COMMITTEES, BOARDS AND COMMISSIONS) of Title 2 (GENERAL GOVERNMENT) of the Code of the City of Alexandria, Virginia, 1981, as amended. [ROLL-CALL VOTE]

City Council adopted an ordinance to amend and reordain Section 2-4-150 (CREATION, COMPOSITION, ORGANIZATION AND TERM) of Article T (CITIZEN CORPS COUNCIL) of Chapter 4 (COMMITTEES, BOARDS AND COMMISSIONS) of Title 2 (GENERAL GOVERNMENT) of the Code of the City of Alexandria, Virginia, 1981, as amended. (ORD. NO. 5167)

19. [19-1264](#) Public Hearing, Second Reading, and Final Passage of an ordinance to amend and reordain Section 3-2-353 (CONTESTED PARKING CITATIONS) of Article S (PAYMENT, CONTEST AND ENFORCEMENT OF PARKING CITATIONS) of Chapter 2 (TAXATION) of Title 3 (FINANCE, TAXATION

AND PROCUREMENT) of the Code of the City of Alexandria, Virginia, 1981, as amended. [ROLL-CALL VOTE]

City Council adopted an ordinance to amend and reordain Section 3-2-353 (CONTESTED PARKING CITATIONS) of Article S (PAYMENT, CONTEST AND ENFORCEMENT OF PARKING CITATIONS) of Chapter 2 (TAXATION) of Title 3 (FINANCE, TAXATION AND PROCUREMENT) of the Code of the City of Alexandria, Virginia, 1981, as amended. (ORD. NO. 5168)

20. [19-1266](#) Public Hearing, Second Reading, and Final Passage of an ordinance to amend and reordain Article A (GENERAL PROVISIONS) of Chapter 4 (COMMITTEES, BOARDS AND COMMISSIONS) of Title 2 (GENERAL GOVERNMENT) of the Code of the City of Alexandria, Virginia, 1981, as amended. [ROLL-CALL VOTE]
- City Council adopted an ordinance to amend and reordain Article A (GENERAL PROVISIONS) of Chapter 4 (COMMITTEES, BOARDS AND COMMISSIONS) of Title 2 (GENERAL GOVERNMENT) of the Code of the City of Alexandria, Virginia, 1981, as amended. (ORD. NO. 5169)*
21. [19-1268](#) Public Hearing, Second Reading, and Final Passage of an ordinance to amend and reordain Chapter 14 (Delivery of Unsolicited Publications) of Title 9 (Licensing and Regulation) of the Code of the City of Alexandria, Virginia, 1981, as amended. [ROLL-CALL VOTE]
- City Council adopted an ordinance to amend and reordain Chapter 14 (Delivery of Unsolicited Publications) of Title 9 (Licensing and Regulation) of the Code of the City of Alexandria, Virginia, 1981, as amended. (ORD. NO. 5170)*
22. [19-1302](#) Public Hearing, Second Reading and Final Passage of an Ordinance to add Section 2-129.1 (CONGREGATE RECREATIONAL FACILIITIES) of Article II (DEFINITIONS) and to amend and reordain Section 6-105 (SPECIAL USES) and 6-403 (GENERAL REGULATIONS AND EXCEPTIONS) of Article VI (SPECIAL OVERLAY ZONES) of the City of Alexandria Zoning Ordinance, in accordance with the text amendment heretofore approved by city council as Text Amendment No. 2018-0007 (Implementation Ordinance for Text Amendment No. 2018-0007 approved by City Council on October 13, 2018). [ROLL-CALL VOTE]
- City Council adopted an ordinance to add Section 2-129.1 (CONGREGATE RECREATIONAL FACILIITIES) of Article II (DEFINITIONS) and to amend and reordain Section 6-105 (SPECIAL USES) and 6-403 (GENERAL REGULATIONS AND EXCEPTIONS) of Article VI (SPECIAL OVERLAY ZONES) of the City of Alexandria Zoning Ordinance, in accordance with the text amendment heretofore approved by city council as Text Amendment No. 2018-0007. (ORD. NO. 5171)*
23. [19-1304](#) Public Hearing, Second Reading and Final Passage of an Ordinance to amend and reordain the Master Plan of the City of Alexandria, Virginia, by adopting and incorporating therein the amendment heretofore approved by city council to the Beauregard Small Area Plan chapter of such master plan as Master Plan

Amendment No. 2018-00005 and no other amendments, and to repeal all provisions of the said master plan as may be inconsistent with such amendment (Implementation Ordinance for Master Plan Amendment No. 2018-00005 associated with Monday Properties approved by City Council on October 13, 2018). [ROLL-CALL VOTE]

City Council adopted an ordinance to amend and reordain the Master Plan of the City of Alexandria, Virginia, by adopting and incorporating therein the amendment heretofore approved by city council to the Beauregard Small Area Plan chapter of such master plan as Master Plan Amendment No. 2018-00005 and no other amendments, and to repeal all provisions of the said master plan as may be inconsistent with such amendment. (ORD. NO. 5172)

24. [19-1306](#)

Public Hearing, Second Reading and Final Passage of an Ordinance to amend and reordain Section 5-602(A) (Coordinated development districts created, consistency with master plan, required approvals) of Article V (MIXED USE ZONES) of the City of Alexandria Zoning Ordinance, in accordance with the text amendment heretofore approved by city council as Text Amendment No. 2018-00006 (Implementation Ordinance for Text Amendment No. 2018-00006 associated with Monday Properties approved by City Council on October 13, 2018). [ROLL-CALL VOTE]

City Council adopted an ordinance to amend and reordain Section 5-602(A) (Coordinated development districts created, consistency with master plan, required approvals) of Article V (MIXED USE ZONES) of the City of Alexandria Zoning Ordinance, in accordance with the text amendment heretofore approved by city council as Text Amendment No. 2018-00006. (ORD. NO. 5173)

25. [19-1308](#)

Public Hearing, Second Reading and Final Passage of an Ordinance to amend and reordain Sheet No. 055.01 of the "Official Zoning Map, Alexandria, Virginia," adopted by Section 1-300 (OFFICIAL ZONING MAP AND DISTRICT BOUNDARIES), of the City of Alexandria Zoning Ordinance, by rezoning the properties at 1, 11, 44, 66, and 99 Canal Center Plaza from, W-1 to CRMU-H with proffers in accordance with the said zoning map amendment heretofore approved by city council as Rezoning No. 2017-0003 (Implementation Ordinance for Rezoning No. 2017-0003 associated with Canal Center Rezoning approved by City Council on October 13, 2018). [ROLL-CALL VOTE]

City Council adopted an ordinance to amend and reordain Sheet No. 055.01 of the "Official Zoning Map, Alexandria, Virginia," adopted by Section 1-300 (OFFICIAL ZONING MAP AND DISTRICT BOUNDARIES), of the City of Alexandria Zoning Ordinance, by rezoning the properties at 1, 11, 44, 66, and 99 Canal Center Plaza from, W-1 to CRMU-H with proffers in accordance with the said zoning map amendment heretofore approved by city council as Rezoning No. 2017-0003. (ORD. NO. 5174)

26. [19-1310](#)

Public Hearing, Second Reading and Final Passage of an Ordinance to authorize the owner of the property located at 699 Prince Street to construct and maintain an encroachment for a marquee awning at that location. (Implementation Ordinance for Encroachment No. 2018-0005 associated with 114 South Washington Street and

699 Prince Street approved by City Council on October 13, 2018). [ROLL-CALL VOTE]

City Council adopted an ordinance to authorize the owner of the property located at 699 Prince Street to construct and maintain an encroachment for a marquee awning at that location. (ORD. NO. 5175)

27. [19-1335](#) Public Hearing, Second Reading, and Final Passage of an Ordinance authorizing the owner of the property located at 815 Green Street to construct and maintain an encroachment into the public right-of-way at that location for a fence and existing steps (Implementation Ordinance for Encroachment approved by City Council on September 15, 2018). [ROLL-CALL VOTE]

City Council an Ordinance authorizing the owner of the property located at 815 Green Street to construct and maintain an encroachment into the public right-of-way at that location for a fence and existing steps. (ORD. NO. 5176)

28. [19-1336](#) Public Hearing, Second Reading, and Final Passage of an Ordinance Authorizing the Owners of the Property Located at 2701 Dewitt Avenue to Establish and Maintain an Encroachment into the Public Right-of-Way at that Location along the Frontage of Dewitt Avenue and East Randolph Avenue for an Existing Fence (Implementation Ordinance for an Encroachment Approved by City Council on September 15, 2018). [ROLL-CALL VOTE]

City Council an ordinance Authorizing the Owners of the Property Located at 2701 Dewitt Avenue to Establish and Maintain an Encroachment into the Public Right-of-Way at that Location along the Frontage of Dewitt Avenue and East Randolph Avenue for an Existing Fence. (ORD. NO. 5177)

29. [19-1342](#) Public Hearing, Second Reading, and Final passage of an Ordinance Authorizing the Owner of the Property Located at 1620 Prince Street to Construct and Maintain an Encroachment into the Sidewalk Right-of-Way at that Location for the Installation of Two Bollards (Implementation Ordinance for the Hilton Garden Inn Encroachment Authorized by City Council on October 13, 2018). [ROLL-CALL VOTE]

City Council adopted an ordinance Authorizing the Owner of the Property Located at 1620 Prince Street to Construct and Maintain an Encroachment into the Sidewalk Right-of-Way at that Location for the Installation of Two Bollards. (ORD. NO. 5178)

30. [19-1346](#) Public Hearing, Second Reading, and Final Passage of an Ordinance Authorizing the Owners of the Property Located at 100 East Luray Avenue to Construct and Maintain an Encroachment into the Public Right-of-Way at that Location for a Fence and Side Yard Access. [ROLL-CALL VOTE]

City Council adopted an ordinance Authorizing the Owners of the Property Located at 100 East Luray Avenue to Construct and Maintain an Encroachment into the Public Right-of-Way at that Location for a Fence and Side Yard Access. (ORD. NO. 5179)

- 31. [19-1413](#) Public Hearing, Second Reading and Final Passage of an Ordinance to Make Supplemental Appropriations for the Support of the City Government for Fiscal Year 2019. (PRIMARY ORDINANCE) [ROLL-CALL VOTE]
City Council an ordinance to Make Supplemental Appropriations for the Support of the City Government for Fiscal Year 2019. (ORD. NO. 5180)

- 32. [19-1415](#) Public Hearing, Second Reading and Final Passage of an Ordinance to Make a Supplemental Appropriation for the Support of the City Government for Fiscal Year 2019 (**Union Station Project**). [ROLL-CALL VOTE]
City Council adopted an ordinance to Make a Supplemental Appropriation for the Support of the City Government for Fiscal Year 2019 (Union Station Project). (ORD. NO. 5181)

REPORTS OF BOARDS, COMMISSIONS AND COMMITTEES (continued)

DEFERRAL/WITHDRAWAL CONSENT CALENDAR

Planning Commission (continued)

None.

The meeting was adjourned to 4:13 p.m.

NOTE: The action docket is a summary of Council's meeting deliberations prepared largely for staff follow up. Formal minutes of the meeting, when approved by Council become the official record of the meeting and of Council decisions made at the meeting.

K.2

Location Map

K.3

Surveyor's Certification of
Proximity to Public
Transportation

Surveyor's Certification of Proximity to Transportation

DATE: March 6, 2019

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

RE: 2019 Tax Credit Reservation Request
Name of Development: Fairlington Presbyterian
Name of Owner: Wesley Fairlington LLC

Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

- 2,640 feet or 1/2 mile of the nearest access point to an existing commuter rail, light rail or subway station; **or**
- 1,320 feet or 1/4 mile of the nearest access point to an existing public bus stop.

Walter L. Phillips, Inc.
Firm Name

By: 

Travis P. Brown, P.E.

Its: Project Manger
Title

2019



L

PHA/Section 8 Notification
Letter

Tab L. PHA/Section 8 Notification Letter



PHA or Section 8 Notification Letter

Development Name: Fairlington Presbyterian

Tracking #: 2019-C-30

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

General Instructions

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have project based Section 8 or project based vouchers.
2. This PHA or Section 8 Notification letter must be included with the application.
3. 'Development Address' should correspond to I.A.2 on page 1 of the Application.
4. 'Proposed Improvements' should correspond with I.B & D and III.A of the Application.
5. 'Proposed Rents' should correspond with VII.C of the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

NOTE: Any change to this form letter may result in a reduction of points under the scoring system.

PHA or Section 8 Notification Letter

DATE: March 5, 2019

TO: Alexandria Redevelopment & Housing
Attn: DeeDee George
401 Wythe Street, Alex., VA 22314

RE: PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Fairlington Presbyterian

Name of Owner: Wesley Fairlington LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from the Virginia Housing Development Authority (VHDA). We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on or around September 30, 2021 (date).

The following is a brief description of the proposed development:

Development Address:

3846 King Street

Alexandria, VA 22302

Proposed Improvements:

<input checked="" type="checkbox"/> New Constr.:	<u>81</u>	# units	<u>1</u>	# Bldgs
<input type="checkbox"/> Adaptive Reuse:	<u> </u>	# units	<u> </u>	# Bldgs
<input type="checkbox"/> Rehabilitation:	<u> </u>	# units	<u> </u>	# Bldgs

Proposed Rents:

<input checked="" type="checkbox"/> Efficiencies:	\$ <u>556-1172</u>	/ month
<input checked="" type="checkbox"/> 1 Bedroom Units:	\$ <u>587-1246</u>	/ month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>696-1488</u>	/ month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>794-1709</u>	/ month
<input type="checkbox"/> 4 Bedroom Units:	\$ <u> </u>	/ month

Other Descriptive Information:

This a new construction, 100% affordable multifamily residential building that will be built on the existing Fairlington Presbyterian Church complex.

PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (703) 646-3830.

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

Sincerely yours,

Judith Cabelli

Name

Senior Project Manager

Title

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

Seen and Acknowledged By: Janell Diaz

Printed Name: Janell Diaz

Title: Director of Asset Management

Phone: 703 549 7115

Date: 3/7/19

M

Locality CEO Response
Letter



OFFICE OF THE CITY MANAGER
301 King St., Suite 3500
Alexandria, VA 22314

MARK B. JINKS
City Manager

703.746.4300
Fax:
703.838.6343

March 12, 2019

Mr. John D. Bondurant
Director, Low Income Housing Tax Credit Program
Virginia Housing Development Authority
601 South Belvidere Street
Richmond, Virginia 23220

Re: City of Alexandria - Locality Support for Fairlington Presbyterian
VHDA Tracking Number: 2019-C- 30
Development Name: Fairlington Presbyterian
Name of Owner/Applicant: Wesley Fairlington LLC

Dear Mr. Bondurant:

The construction or rehabilitation of the above-named development and the application of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of the City of Alexandria, Virginia. To this end, we support the slightly revised 81-unit mix proposed by Wesley Fairlington LLC in its tax credit application, which varies from the mix noted in its LNI, to now include studios and one, two and three-bedroom apartments, consistent with Alexandria's housing affordability needs and the project's development approval.

Accordingly, the City of Alexandria, Virginia supports the allocation of federal housing tax credits requested by Wesley Fairlington LLC.

Sincerely,

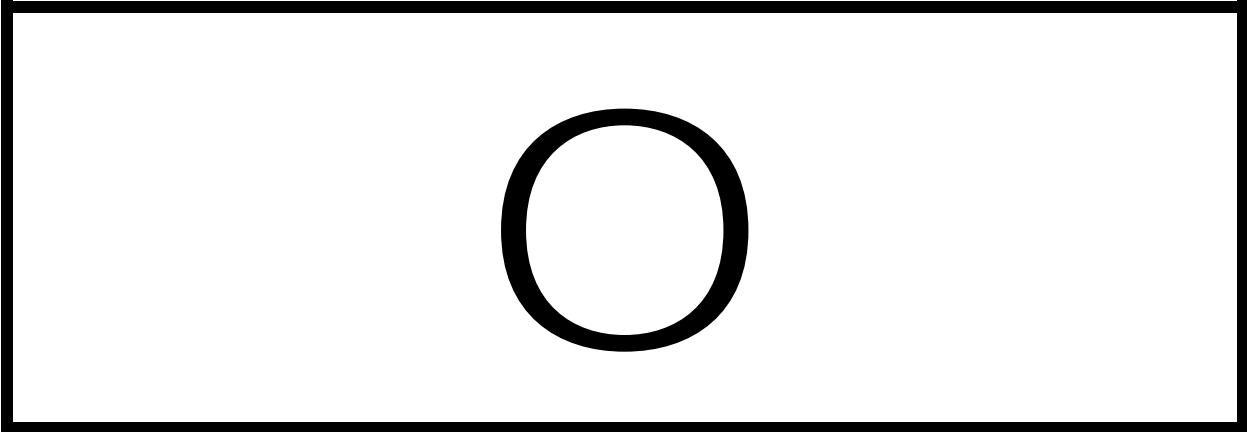
A handwritten signature in black ink, appearing to read "Mark B. Jinks", with a horizontal line underneath.

Mark B. Jinks
City Manager

N

Homeownership Plan

N/A



O

Plan of Development
Certification Letter

N/A

P

Copies of 8609s to
Certify Developer
Experience and
Partnership agreements

VHDA Experienced LIHTC Developers

Notes:

Updated:

3/7/2019

I Listed if 'named' Controlling General Partner or Managing Member (as confirmed by supporting documentation)

I Listed if documentation supported at least 6 LIHTC developments

I Listed if a principal who has developed at least 3 LIHTC deals and has at least \$500,000 in liquid assets

See LIHTC Manual for instructions on being added to this list

INDIVIDUALS

1 Alexander, Randall P.	28 Franklin, Wendell C.	55 Nelson, IV, John M.
2 Arista, Roberto	29 Friedman, Mitchell M.	56 Orth, Kevin
3 Barnhart, Richard K.	30 Gardner, Mark E.	57 Parent, Brian
4 Baron, Richard	31 Gunderman, Timothy L.	58 Park, Richard A.
5 Bennett, Vincent R.	32 Haskins, Robert G.	59 Park, William N.
6 Burns, Laura P.	33 Heatwole, F. Andrew	60 Pasquesi, R.J.
7 Chapman, Tim	34 Honeycutt, Thomas W.	61 Pedigo, Gerald R.
8 Cohen, Howard Earl	35 Hunt, Michael C.	62 Poulin, Brian M.
9 Connelly, T. Kevin	36 Iglesias, Adrian	63 Queener, Brad
10 Connors, Cathy	37 Jester, M. David	64 Ripley, F. Scott
11 Copeland, M. Scott	38 Johnston, Thomas M.	65 Ripley, Ronald C.
12 Copeland, Robert O.	39 Jones Kirkland, Janice	66 Ross, Stephen M.
13 Copeland, Todd A.	40 Kirkland, Milton L.	67 Salazar, Tony
14 Cordingley, Bruce A.	41 Kittle, Jeffery L.	68 Sari, Lisa A.
15 Counselman, Richard	42 Koogler, David M.	69 Sinito, Frank T.
16 Crosland, Jr., John	43 Koogler, David Mark	70 Stockmaster, Adam J.
17 Curtis, Lawrence H.	44 Lancaster, Dale	71 Stoffregen, Phillip J.
18 Daigle, Marc	45 Lawson, Phillip O.	72 Surber, Jen
19 Dambly, Mark H.	46 Lawson, Steve	73 Valey, Ernst
20 Deutch, David O.	47 Leon, Miles B.	74 Uram, David
21 Dischinger, Chris	48 Lewis, David R.	75 Woda, Jeffrey J.
22 Douglas, David D.	49 Margolis, Robert B.	76 Wohl, Michael D.
23 Edmondson, Jim	50 McCormack, Kevin	77 Wolfson, III, Louis
24 Ellis, Gary D.	51 McNamara, Michael L.	
25 Fekas, William L.	52 Melton, Melvin B.	
26 Fitch, Hollis M.	53 Midura, Ronald J.	
27 Fore, Richard L.	54 Mirmelstein, George	

NON-PROFITS, LHAs & (PUBLICLY TRADED) CORPORATIONS

- 1 AHC, Inc.
- 2 Alexandria RHA
- 3 Arlington Partnership for Affordable Housing (APAH)
- 4 Better Housing Coalition
- 5 Buckeye Community Hope Foundation
- 6 Community Housing Partners
- 7 Community Housing, Inc.
- 8 ElderHomes (dba Project: Homes)
- 9 Enterprise Homes, Inc
- 10 Fairfax County RHA
- 11 Homes for America, Inc.
- 12 Humanities Foundation, Inc.
- 13 Huntington Housing, Inc.
- 14 Newport News RHA
- 15 NHT Communities
- 16 Norfolk Redevelopment Housing Authority
- 17 People Incorporated
- 18 Piedmont Housing Alliance
- 19 Preserving US, Inc.
- 20 Portsmouth RHA
- 21 RHA/Housing, Inc.
- 22 The Community Builders
- 23 Virginia Supportive Housing
- 24 Virginia United Methodist Housing Development Corporation
- 25 Wesley Housing Development Corporation

Q

Documentation of Rental
Assistance



Office of Housing
421 King Street, Suite 200
Alexandria, Virginia 22314
703-746-4990

March 11, 2019

Mr. John D. Bondurant
Director, Low Income Housing Tax Credit Program
Virginia Housing Development Authority
601 South Belvidere Street
Richmond, Virginia 23220

Re: City of Alexandria's Project-Based Rental Assistance Commitment for Fairlington
Presbyterian

VHDA Tracking Number: 2019-C- 30
Development Name: Fairlington Presbyterian
Name of Owner/Applicant: Wesley Fairlington LLC

Dear JD:

I am writing to confirm the City of Alexandria's commitment to provide Wesley Fairlington LLC with project-based rental assistance for nine (9) units within the proposed Fairlington Presbyterian development. The project-based rental assistance will be funded through a grant derived from City housing trust fund monies. Funds totaling \$270,000 were approved by City Council for this purpose at a public hearing on November 17, 2018.

The rental assistance will be provided to households qualified through a process coordinated among the City's Department of Community and Human Services (DCHS), the Office of Housing and Wesley Fairlington LLC. Qualified households will pay 30% of their adjusted income in rent and the City will provide monthly rental assistance payments to subsidize tenant payments up to the approved rent level. By creating deep affordability, the assistance is intended to serve those at the lowest income levels who face substantial housing barriers. In addition, as appropriate to help those assisted attain their potential maximum level of independence and self-sufficiency, a range of case management services and other support will be coordinated through DCHS.

The City's project-based rental assistance will be provided for a five-year term and is intended to be renewable for future five-year increments through Fairlington Presbyterian's initial tax credit affordability period. A formal agreement setting forth the terms of the City rental assistance program will be executed prior to completion of construction/renovation.

It is noted that it is the Alexandria City Council's practice to approve affordable housing loans and grants pursuant to business actions publicly noticed on the agenda, taken during scheduled meetings and memorialized in minutes which are subsequently reviewed and approved. These actions have the same legal effect as a resolution which the City reserves for specific business matters related to land designations and/or to matters interpreting the state code. Please contact me or Deputy City Attorney Christina Zechman Brown if you have any questions regarding the City's financial commitment to Fairlington Presbyterian-2 or to City Council's practices as they relate to housing loan/grant approvals and their legal effect.

Thank you for your courtesies.

Sincerely,



Helen S. McIlvaine
Director

R

Documentation of
Operating Budget

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$1,000
2. Office Salaries			\$60,000
3. Office Supplies			\$2,100
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$52,000
	4.35% of EGI	\$641.98	Per Unit
6. Manager Salaries			\$0
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$500
9. Auditing			\$12,600
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$14,000
12. Tax Credit Monitoring Fee			\$0
13. Miscellaneous Administrative			\$12,425
Total Administrative			\$154,625

Utilities

14. Fuel Oil			\$0
15. Electricity			\$45,800
16. Water			\$3,000
17. Gas			\$0
18. Sewer			\$29,266
Total Utility			\$78,066

Operating:

19. Janitor/Cleaning Payroll			\$85,000
20. Janitor/Cleaning Supplies			\$1,200
21. Janitor/Cleaning Contract			\$1,000
22. Exterminating			\$6,000
23. Trash Removal			\$14,350
24. Security Payroll/Contract			\$3,500
25. Grounds Payroll			\$0
26. Grounds Supplies			\$500
27. Grounds Contract			\$12,000
28. Maintenance/Repairs Payroll			\$0
29. Repairs/Material			\$4,951
30. Repairs Contract			\$11,500
31. Elevator Maintenance/Contract			\$4,100
32. Heating/Cooling Repairs & Maintenance			\$3,600
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$2,730
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$860
Totals Operating & Maintenance			\$151,291

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$97,200
39. Payroll Taxes	\$9,600
40. Miscellaneous Taxes/Licenses/Permits	\$7,000
41. Property & Liability Insurance	\$14,206
42. Fidelity Bond	\$0
43. Workman's Compensation	\$2,400
44. Health Insurance & Employee Benefits	\$15,000
45. Other Insurance	\$0
Total Taxes & Insurance	\$145,406

Total Operating Expense \$529,388

Total Operating Expenses Per Unit	<u>\$6,536</u>	C. Total Operating Expenses as % of EGI	<u>44.30%</u>
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum) \$24,300

Total Expenses	\$553,688
-----------------------	------------------

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

HUDSON
HOUSING CAPITAL

March 12, 2019

Ms. Judith Cabelli
Wesley Housing Development Corporation
5515 Cherokee Avenue, Suite 200
Alexandria, VA 22312

Re: Fairlington Presbyterian – Alexandria, Virginia

Dear Judith,

Hudson would welcome the opportunity to invest in the new construction of Fairlington Presbyterian. We believe that the 5% underwritten vacancy you've included in your projections accurately reflects current market conditions in Alexandria; we'd include this vacancy rate in our underwriting assumptions as well.

Thank you,



W. Kimmel Cameron, Jr.
Vice President
Hudson Housing Capital



Judith Cabelli
 Senior Project Manager
 Wesley Housing Development Corporation
 5515 Cherokee Ave, Suite 200
 Alexandria, VA 22312

March 12, 2019

RE: Preliminary Utility Allowance Calculations for Fairlington Presbyterian

Ms. Cabelli:

The projected monthly utility costs shown below are the highest modeled costs for each bedroom count. The utility analysis reports for each unique unit type in this development are enclosed. These estimates of annual electric expenses were generated by a certified RESNET HERS Rater using Ekotrope 2.2.4, a RESNET-accredited energy modeling software, with the most current plans and specifications available as of the date of this letter. The electric costs were generated using current Dominion Energy rates. These estimates of annual water expenses were derived from the HUD Utility Schedule Model (HUSM) calculator and reflect current City of Alexandria rates from Virginia American Water.

Utilities	Type of Utility	Paid by	0 BR	1 BR	2 BR	3 BR	4 BR
Heating	Electric	Tenant	\$6	\$10	\$21	\$29	-
Air Conditioning	Electric	Tenant	\$2	\$2	\$6	\$6	-
Cooking	Electric	Tenant	\$4	\$4	\$5	\$5	-
Other Appliances	Electric	Tenant	\$15	\$17	\$27	\$28	-
Lighting	Electric	Tenant	\$4	\$5	\$5	\$7	-
Hot Water	Electric	Tenant	\$13	\$13	\$18	\$24	-
Service Fee	Electric	Tenant	\$6	\$6	\$6	\$6	-
Water	Water	Tenant	\$1	\$1	\$2	\$3	-
Sewer	-	Owner	-	-	-	-	-
Trash	-	Owner	-	-	-	-	-
Total utility allowance for costs paid by tenant:			\$52	\$59	\$90	\$109	-

Sincerely,

Janice Romanosky, LEED AP BD+C

Building Summary

Property

3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
0.1A Ground.blg

Organization

Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS

Projected Rating
2019-02-22
Rating No: Od4YgBbv
Rater ID: 6933532

Property/Builder Information

Building Name	Initial House Design
Owner's Name	
Property Address	3846 King St
City, St, Zip	Alexandria, VA 22302
Phone Number	
Builder's Name	
Phone Number	
Email Address	
Plan/Model Name	
Community/Development Identifier/Other	

Organization Information

Organization Name	Pando Alliance
Address	3525-K Ellicott Mills Drive, E
City, St, Zip	,
Phone Number	703-517-4345
Website	

Rating/RESNET Information

Provider ID	1998-197
Sample Set ID	00000000
Registry ID	
Registry Date Registered	
Rater's Name	Michael Sumpter
Rater's ID	6933532
Rater's Email	Michael@pandoalliance.com
Last Field Insp	2019-02-22
Rating Type	Projected Rating
Reason for Rating	
Rating Number	Od4YgBbv
Rating Permit Date	03/08/2019

REM/Rate - Residential Energy Analysis and Rating Software v15.7.3

This information does not constitute any warranty of energy costs or savings.

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Building Summary

Property

3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
0.1A Ground.blg

Organization

Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS

Projected Rating
2019-02-22
Rating No: Od4YgBbv
Rater ID: 6933532

General Building Information

Area of Conditioned. Space(sq ft)	500
Volume of Conditioned. Space	5250
Year Built	2009
Housing Type	Apartment, inside unit
Level Type(Apartments Only)	None
Floors on or Above-Grade	1
Number of Bedrooms	1
Foundation Type	Unconditioned basement
Enclosed Crawl Space Type	N/A
Number of Stories Including Conditioned Basement	1
Thermal Boundary Location	Floor

Foundation Wall Information

Name	Library Entry	Location	Length(ft)	Total Height(ft)	Depth Below Grade(ft)	Height Above Grade(ft)	Uo Value Combo*	Uo Value (wall only)
Export Generated	R-0.0*	Uncond bsmt->amb/grnd	92.0	8.0	7.0	1.0	0.212	1.506

* Uo Value Combo combines wall, airfilm, and soil path

Foundation Wall Library List

Foundation Wall: R-0.0*

Type	Solid concrete or stone
Thickness(in)	8.0
Studs	None
Interior Insulation	
Continuous R-Value	0.0
Frame Cavity R-Value	0.0
Cavity Insulation Grade	1
Ins top	0.0 ft from top of wall
Ins Bottom	0.0 ft from bottom of wall
Exterior Insulation	
R-Value	0.0
Ins top	0.0 ft above grade

REM/Rate - Residential Energy Analysis and Rating Software v15.7.3

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Building Summary

Property
3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
0.1A Ground.blg

Organization
Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS
Projected Rating
2019-02-22
Rating No:Od4YgBbv
Rater ID:6933532

Foundation Wall Library List

Ins bottom 0.0 ft below grade
Note

Frame Floor Information

Name	Library Entry	Location	Area(sq ft)	Uo Value
Framed Floor	R-15 ci under podium*	Btwn cond & uncond bsmt	500	0.054

Frame Floor Library List

Floor: R-15 ci under podium*
Information From Quick Fill Screen
Continous Insulation R-Value 15.0
Cavity Insulation R-Value 0.0
Cavity Insulation Thickness (in.) 0.0
Cavity Insulation Grade 3
Joist Size (w x h, in) 0.0 x 0.0
Joist Spacing (in oc) 0.0
Framing Factor - (defined) 0.0000
Floor Covering CARPET
Note

Rim and Band Joist Information

Name	Location	Area(sq ft)	Continuous Ins	Framed Cavity Ins	Cavity Ins Thk(in)	Joist Spacing	Insulation Grade	Uo Value
Rim Joist	Cond -> ambient	36.00	0.0	21.0	4.5	16.0	1	0.049

Above-Grade Wall

Name	Library Entry	Location	Exterior Color	Area(sq ft)	Uo Value
Adiabatic	Uninsulated Stud*	Cond -> another cond unit	Medium	729.00	0.270
To Outside	A R21 G1 2x6-16 FR*	Cond -> ambient	Medium	216.00	0.054

Building Summary

Property
3846 King St
Alexandria, VA 22302

Organization
Pando Alliance
703-517-4345
Michael Sumpter

HERS
Projected Rating
2019-02-22
Rating No:Od4YgBbv
Rater ID:6933532

Weather:Washington, DC
Initial House Design
0.1A Ground.blg

Builder

Above-Grade Wall Library List

Above-Grade Wall: Uninsulated Stud*

Information From Quick Fill Screen

Wall Construction Type	Standard Wood Frame
Continuous Insulation (R-Value)	0.0
Frame Cavity Insulation (R-Value)	1.0
Frame Cavity Insulation Thickness (in)	3.5
Frame Cavity Insulation Grade	1
Stud Size (w x d, in)	1.5 x 3.5
Stud Spacing (in o.c.)	16.0
Framing Factor - (default)	0.2300
Gypsum Thickness (in)	0.5

Note

Above-Grade Wall: A R21 G1 2x6-16 FR*

Information From Quick Fill Screen

Wall Construction Type	Std Frame w/Brick Veneer
Continuous Insulation (R-Value)	0.0
Frame Cavity Insulation (R-Value)	21.0
Frame Cavity Insulation Thickness (in)	5.5
Frame Cavity Insulation Grade	1
Stud Size (w x d, in)	1.5 x 5.5
Stud Spacing (in o.c.)	16.0
Framing Factor - (defined)	0.1900
Gypsum Thickness (in)	0.5

Note

Window Information

Name	Wall Assignment	Orient	U-Value	SHGC	Area (sqft)	Overhang			Interior		Adjacent	
						Depth (ft)	To Top (ft)	To Btm (ft)	Winter Shading	Summer Shading	Winter Shading	Summer Shading
Window 6x6	AGWall 2	Northwes	0.280	0.270	36.00	0.0	0.0	0.0	0.85	0.70	None	None

Door Information

Name	Library Entry	Wall Assignment	Opaque Area(sq ft)	Uo Value	R-Value of Opaque Area	Storm Door

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Building Summary

Property
 3846 King St
 Alexandria, VA 22302

Weather: Washington, DC
 Initial House Design
 0.1A Ground.blg

Organization
 Pando Alliance
 703-517-4345
 Michael Sumpter

Builder

HERS
 Projected Rating
 2019-02-22
 Rating No: Od4YgBbv
 Rater ID: 6933532

Door Information

Name	Library Entry	Wall Assignment	Opaque Area(sq ft)	Uo Value	R-Value of Opaque Area	Storm Door
Opaque Door	R-0.25*	AGWall 1	40.0	0.844	0.3	No

Roof Information

Name	Library Entry	Ceiling Area(sq ft)	Roof Area(sq ft)	Exterior Color	Radiant Barrier	Type	Uo Value	Cement or Clay Tiles	Roof Tile Ventilation
Ceiling	5/8" 2x6 Adiabatic, Flat*	500.00	500.00	Medium	No	Adiabatic	0.599	No	No

Roof Library List

Ceiling: 5/8" 2x6 Adiabatic, Flat*

Information From Quick Fill Screen

Continous Insulation (R-Value)	0.0
Cavity Insulation (R-Value)	0.0
Cavity Insulation Thickness (in)	3.5
Cavity Insulation Grade	3
Gypsum Thickness (in)	0.500
Insulated Framing Size(w x h, in)	0.0 x 0.0
Insulated Framing Spacing (in o.c.)	0.0
Framing Factor - (defined)	0.0000
Ceiling Type	Adiabatic
Note	

Building Summary

Property

3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
0.1A Ground.blg

Organization

Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS

Projected Rating
2019-02-22
Rating No: Od4YgBbv
Rater ID: 6933532

Mechanical Equipment

Number of Mechanical Systems	2
Heating SetPoint(F)	68.0
Heating Setback Thermostat	Present
Cooling SetPoint(F)	78.0
Cooling Setup Thermostat	Present
DHW SetPoint(F)	125.0

ASHP: 18k 15seer 8.5hspf*

Fuel Type	Electric
Heating Seasonal Efficiency	8.50 HSPF
Compressor Heating Output Capacity at 17F (kBtuh)	10.6
Compressor Heating Output Capacity at 47F (kBtuh)	17.3
Electric Resistance Backup Capacity (kW)	5
Cooling Output Capacity (kBtuh)	18.0
Cooling Seasonal Efficiency	15.00 SEER
Desuperheater	No
Note	
Number Of Units	1
Location	Conditioned area
Performance Adjustment	100
Percent Heating Load Served	100
Percent Cooling Load Served	100

DHW: Elec 30g .95 UEF*

Water Heater Type	Conventional
Fuel Type	Electric
Energy Factor	0.95
Recovery Efficiency	0.98
Water Tank Size (gallons)	30
Extra Tank Insulation (R-Value)	0.0
Note	
Number Of Units	1
Location	Conditioned area

REM/Rate - Residential Energy Analysis and Rating Software v15.7.3

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Building Summary

Property

3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
0.1A Ground.blg

Organization

Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS

Projected Rating
2019-02-22
Rating No: Od4YgBbv
Rater ID: 6933532

Mechanical Equipment

Performance Adjustment	100
Percent Load Served	100

DHW Efficiencies

All bath faucets & showers <= 2gpm	true
All DHW pipes fully insulated >= R-3	false
Recirculation type	None (standard system)
Farthest fixture to DHW heater	10
TOTAL Pipelength for longest DHW run	25
DWHR unit present?	false

DHW Diagnostics

dhwGpd	21.11
peRatio	0.42
dishwasherGpd	1.50
clothesWasherHotWaterGPD	0.28
EDef	0.91
ewaste	18.05
tmains	63.40
dwhrWhInletTempAdj	0.00
pumpConsKwh	0.00
pumpConsMmbtu	0.00

Building Summary

Property
 3846 King St
 Alexandria, VA 22302

Weather: Washington, DC
 Initial House Design
 0.1A Ground.blg

Organization
 Pando Alliance
 703-517-4345
 Michael Sumpter

Builder

HERS
 Projected Rating
 2019-02-22
 Rating No:Od4YgBbv
 Rater ID:6933532

Duct Systems

Name	System 0
Conditioned Floor Area(sq ft)	500.0
# of Returns	1
Heating System	18k 15seer 8.5hspf*
Cooling System	18k 15seer 8.5hspf*
Supply Duct Surface Area(sq ft)	135.0
Return Duct Surface Area(sq ft)	25.0
Duct Leakage	
Qualitative Assessment	Not Applicable
Duct Leakage to Outside	
Supply+Return	40.00 CFM @ 25 Pascals
Supply Only	Not Applicable
Return Only	Not Applicable
Total Duct Leakage	80.00 CFM @ 25 Pascals
Duct Tightness Test	Postconstruction Test
Test Exemptions	
IECC	FALSE
RESNET LtO	FALSE
ENERGY STAR LtO	FALSE

Type	Location	Percent Location	R-Value
Supply	Conditioned space	100.0	8.0
Return	Conditioned space	100.0	6.0

Building Summary

Property

3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
0.1A Ground.blg

Organization

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HERS

Projected Rating
2019-02-22
Rating No:Od4YgBbv
Rater ID:6933532

Infiltration and Mechanical Ventilation

Whole Dwelling Infiltration

Input Type	User estimate
Heating Season Infiltration Value	5.00 ACH @ 50 Pascals
Cooling Season Infiltration Value	5.00 ACH @ 50 Pascals
Shelter Class	4
Code Verification	Visually Inspected

Mechanical Ventilation for IAQ

Type	Exhaust Only
Rate(cfm)	80
Adjusted Sensible Recovery Efficiency(%)	0.00
Adjusted Total Recovery Efficiency(%)	0.00
Hours per Day	9.0
Fan Power (watts)	15.00
ECM Fan Motor	false

Ventilation Strategy for Cooling

Cooling Season Ventilation	Natural Ventilation
----------------------------	---------------------

Good Air Exchange for Multi-Family

NA

Building Summary

Property

3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
0.1A Ground.blg

Organization

Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS

Projected Rating
2019-02-22
Rating No: Od4YgBbv
Rater ID: 6933532

Lights and Appliances

Rating/RESNET audit

Ceiling Fan CFM / Watt	0.00
Refrigerator kWh/yr	395
Refrigerator Location	Conditioned
Range/Oven Fuel Type	Electric
Induction Range	No
Convection Oven	No

Dishwasher

Energy Factor	0.00
Dishwasher kWh/yr	295
Place Setting Capacity	12

Clothes Dryer

Fuel Type	Electric
Location	
Moisture Sensing	No
CEF	2.62

Clothes Washer

Location	
LER (kWh/yr)	152
IMEF	2.060
Capacity (CU.Ft)	4.200
Electricity Rate	0.12
Gas Rate	1.09
Annual Gas Cost	12.00

Qualifying Light Fixtures

Interior Lights %	100.0
Exterior Lights %	100.0
Garage Lights %	100.0
Interior LEDs %	0.0
Exterior LEDs %	0.0
Garage LEDs %	0.0

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Building Summary

Property

3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
0.1A Ground.blg

Organization

Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS

Projected Rating
2019-02-22
Rating No: Od4YgBbv
Rater ID: 6933532

Mandatory Requirements

IECC Requirements

Verified IECC 06	false
Verified IECC 09	false
Verified IECC 12	false
Verified IECC 15	true
Verified IECC 18	false
Verified NY-ECCC 2016	false
Verified IECC MI	false
Verified IECC NC 2018	false

EPA Requirements

Rater certifies that the home complies with the following requirements for:

ENERGY STAR v3.0

- Rater Design Review Checklist
- Rater Field Checklist
- HVAC Design Report
- HVAC Commissioning Checklist (optional)

ENERGY STAR Version 3 Appliances	Amount
Refrigerators	1
Ceiling Fans	0
Exhaust Fans	1
Dishwashers	1

ENERGY STAR Multi-Family Checks

Clothes washer is in a category with no ENERGY STAR options.	NA
Clothes dryer is in a category with no ENERGY STAR options.	NA
Apt or Townhome uses 'Class AW' Windows.	NA

ENERGY STAR Version 3 Basements

Basement Wall Area 50% Below Grad:	false
Basement Floor Area	0.00
Slab Insulation Exemption:	false
Indoor airPlus Verification Checklist	false

EPA Field App ID

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Building Summary

Property

3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
0.1A Ground.blg

Organization

Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS

Projected Rating
2019-02-22
Rating No:Od4YgBbv
Rater ID:6933532

DOE Zero Energy Ready Home

Home Builder ID Number

Mandatory Requirements

Verified Fenestration	false
Verified Insulation	false
Verified Duct Location	false
Verified Appliance	false
Verified Lighting	false
Verified Fan Efficiency	false
Verified Water Efficiency	false
Verified EPA Indoor airPLUS	false
Verified Renewable Energy Ready Solar Electric	false

Optional Home Builder Commitments for Recognition

Certified under the EPA WaterSense for New Homes Program	No
Certified under the IBHS fortified for Safer Living Program	No
Followed the DOE Zero Energy Ready Home Quality Management Guidelines	No
The buyer of this home signed a waiver giving DOE Zero Energy Ready Home access to utility bill data for one year.	No

Active Solar

System Type	None
Collector Loop Type	None
Collector Type	None
Collector Orientation	None
Area(sq ft)	0.0
Tilt(degrees)	0.0
Volume(cu ft/gal)	0.0

REM/Rate - Residential Energy Analysis and Rating Software v15.7.3

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Fuel Summary

Property
3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
0.1A Ground.blg

Organization
Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS
Projected Rating
2019-02-22
Rating No:Od4YgBbv
Rater ID:6933532

Annual Energy Cost	\$/yr
Electric	681

Annual End-Use Cost	\$/yr
Heating	114
Cooling	51
Water Heating	164
Lights & Appliances	353
Photovoltaics	-0
Service Charge	76
Total	758

Annual End-Use Consumption	
Heating (kWh)	820
Cooling (kWh)	367
Water Heating (kWh)	1180
Lights & Appliances (kWh)	2549
Total (kWh)	4916

Annual Energy Demands	kW
Heating	1.5
Cooling	0.4
Water Heating (Winter Peak)	0.2
Water Heating (Summer Peak)	0.2
Lights & Appliances (Winter Peak)	0.2
Lights & Appliances (Summer Peak)	0.4
Total Winter Peak	1.9
Total Summer Peak	0.9

Utility Rates	
Electricity	Dominion Energy*

Lights and Appliances

Property
3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
0.1A Ground.blg

Organization
Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS
Projected Rating
2019-02-22
Rating No:Od4YgBbv
Rater ID:6933532

Electric Consumption

	kWh/yr
Interior Lighting	293.5
Exterior Lighting	31.3
Garage Lighting	0.0
Refrigerator	395.0
Freezer	0.0
Dishwasher	87.0
Oven/Range	370.0
Clothes Washer	26.8
Clothes Dryer	358.7
Mechanical Ventilation Fan	49.3
Ceiling Fan	0.0
Plug Loads	937.0
Total	2548.6

Annual Energy Cost

	\$/yr
Interior Lighting	41
Exterior Lighting	4
Garage Lighting	0
Refrigerator	55
Freezer	0
Dishwasher	12
Oven/Range	51
Clothes Washer	4
Clothes Dryer	50
Mechanical Ventilation Fan	7
Ceiling Fan	0
Plug Loads	130
Total	353

FirstEnergy Pennsylvania Energy Efficient New Home Report

Property
3846 King St
Alexandria, VA 22302

Organization
Pando Alliance
703-517-4345
Michael Sumpter

HERS
Projected Rating
2019-02-22
Rating No:Od4YgBbv
Rater ID:6933532

Weather: Washington, DC
Initial House Design
0.1A Ground.blg

Builder

Projected Rating: Based on Plans - Field Confirmation Required.

This home uses 25% less energy than a standard new home.

It qualifies for participation in the New Homes Program at the 15% savings over code + ENERGY STAR 3.0 level

Annual Consumption(MMBtu/yr)

	Firstenergy	
	Reference	As Designed
Heating	3.3	3.0
Cooling	2.0	1.7
Water Heating	5.9	4.0
Lights & Appliances	12.2	8.7
Photovoltaics	-0.0	-0.0
Total	23.3	17.4

Normalized, Modified End-Use Loads(MMBtu/yr)

	ENERGY	
	STAR v3.0	As Designed
Heating	5.3	3.9
Cooling	4.4	3.5
Water Heating	5.2	3.5
Lights & Appliances	11.0	8.7
Total	25.8	19.7
HERS Index	77	59



This home **MEETS** the requirements for designation
as an EPA ENERGY STAR Qualified Home under version 3.0.

This home is predicted to save 1751 kWh over a standard new home.

Annual End-Use Consumption	Reference	As Designed	Diff
Heating (kWh)	935	831	104
Cooling (kWh)	527	428	99
Water Heating (kWh)	1714	1178	537
Lights & Appliances (kWh)	3560	2549	1012

REM/Rate - Residential Energy Analysis and Rating Software v15.7.3

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© Performance Systems Development

Building Summary

Property

3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
1.1A, B Ground.blg

Organization

Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS

Projected Rating
2019-02-22
Rating No: 123WRwo2
Rater ID: 6933532

Property/Builder Information

Building Name	Initial House Design
Owner's Name	
Property Address	3846 King St
City, St, Zip	Alexandria, VA 22302
Phone Number	
Builder's Name	
Phone Number	
Email Address	
Plan/Model Name	
Community/Development Identifier/Other	

Organization Information

Organization Name	Pando Alliance
Address	3525-K Ellicott Mills Drive, E
City, St, Zip	,
Phone Number	703-517-4345
Website	

Rating/RESNET Information

Provider ID	1998-197
Sample Set ID	00000000
Registry ID	
Registry Date Registered	
Rater's Name	Michael Sumpter
Rater's ID	6933532
Rater's Email	Michael@pandoalliance.com
Last Field Insp	2019-02-22
Rating Type	Projected Rating
Reason for Rating	
Rating Number	123WRwo2
Rating Permit Date	03/08/2019

Building Summary

Property

3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
1.1A, B Ground.blg

Organization

Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS

Projected Rating
2019-02-22
Rating No:123WRwo2
Rater ID:6933532

General Building Information

Area of Conditioned. Space(sq ft)	708
Volume of Conditioned. Space	7434
Year Built	2009
Housing Type	Apartment, inside unit
Level Type(Apartments Only)	None
Floors on or Above-Grade	1
Number of Bedrooms	1
Foundation Type	Unconditioned basement
Enclosed Crawl Space Type	N/A
Number of Stories Including Conditioned Basement	1
Thermal Boundary Location	Floor

Foundation Wall Information

Name	Library Entry	Location	Length(ft)	Total Height(ft)	Depth Below Grade(ft)	Height Above Grade(ft)	Uo Value Combo*	Uo Value (wall only)
Export Generated	R-0.0*	Uncond bsmt->amb/grnd	109.5	8.0	7.0	1.0	0.212	1.506

* Uo Value Combo combines wall, airfilm, and soil path

Foundation Wall Library List

Foundation Wall: R-0.0*

Type	Solid concrete or stone
Thickness(in)	8.0
Studs	None
Interior Insulation	
Continuous R-Value	0.0
Frame Cavity R-Value	0.0
Cavity Insulation Grade	1
Ins top	0.0 ft from top of wall
Ins Bottom	0.0 ft from bottom of wall
Exterior Insulation	
R-Value	0.0
Ins top	0.0 ft above grade

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Building Summary

Property
3846 King St
Alexandria, VA 22302

Organization
Pando Alliance
703-517-4345
Michael Sumpter

HERS
Projected Rating
2019-02-22
Rating No:123WRwo2
Rater ID:6933532

Weather: Washington, DC
Initial House Design
1.1A, B Ground.blg

Builder

Foundation Wall Library List

Ins bottom 0.0 ft below grade
Note

Frame Floor Information

Name	Library Entry	Location	Area(sq ft)	Uo Value
Framed Floor	R-15 ci under podium*	Btwn cond & uncond bsmt	708	0.054

Frame Floor Library List

Floor: R-15 ci under podium*
Information From Quick Fill Screen
Continous Insulation R-Value 15.0
Cavity Insulation R-Value 0.0
Cavity Insulation Thickness (in.) 0.0
Cavity Insulation Grade 3
Joist Size (w x h, in) 0.0 x 0.0
Joist Spacing (in oc) 0.0
Framing Factor - (defined) 0.0000
Floor Covering CARPET
Note

Rim and Band Joist Information

Name	Location	Area(sq ft)	Continuous Ins	Framed Cavity Ins	Cavity Ins Thk(in)	Joist Spacing	Insulation Grade	Uo Value
Rim Joist	Cond -> ambient	43.50	0.0	21.0	4.5	16.0	1	0.049

Above-Grade Wall

Name	Library Entry	Location	Exterior Color	Area(sq ft)	Uo Value
Adiabatic	Uninsulated Stud*	Cond -> another cond unit	Medium	747.00	0.270
To Outside	A R21 G1 2x6-16 FR*	Cond -> ambient	Medium	261.00	0.054

Building Summary

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Alexandria, VA 22302

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Pando Alliance
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Projected Rating
2019-02-22
Rating No:123WRwo2
Rater ID:6933532

Weather:Washington, DC
Initial House Design
1.1A, B Ground.blg

Builder

Above-Grade Wall Library List

Above-Grade Wall: Uninsulated Stud*

Information From Quick Fill Screen

Wall Construction Type	Standard Wood Frame
Continuous Insulation (R-Value)	0.0
Frame Cavity Insulation (R-Value)	1.0
Frame Cavity Insulation Thickness (in)	3.5
Frame Cavity Insulation Grade	1
Stud Size (w x d, in)	1.5 x 3.5
Stud Spacing (in o.c.)	16.0
Framing Factor - (default)	0.2300
Gypsum Thickness (in)	0.5

Note

Above-Grade Wall: A R21 G1 2x6-16 FR*

Information From Quick Fill Screen

Wall Construction Type	Std Frame w/Brick Veneer
Continuous Insulation (R-Value)	0.0
Frame Cavity Insulation (R-Value)	21.0
Frame Cavity Insulation Thickness (in)	5.5
Frame Cavity Insulation Grade	1
Stud Size (w x d, in)	1.5 x 5.5
Stud Spacing (in o.c.)	16.0
Framing Factor - (defined)	0.1900
Gypsum Thickness (in)	0.5

Note

Window Information

Name	Wall Assignment	Orient	U-Value	SHGC	Area (sqft)	Overhang			Interior		Adjacent	
						Depth (ft)	To Top (ft)	To Btm (ft)	Winter Shading	Summer Shading	Winter Shading	Summer Shading
Window 6x6	AGWall 2	Northwes	0.280	0.270	72.00	0.0	0.0	0.0	0.85	0.70	None	None

Door Information

Name	Library Entry	Wall Assignment	Opaque Area(sq ft)	Uo Value	R-Value of Opaque Area	Storm Door

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Building Summary

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 3846 King St
 Alexandria, VA 22302

Weather: Washington, DC
 Initial House Design
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Organization
 Pando Alliance
 703-517-4345
 Michael Sumpter

Builder

HERS
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 2019-02-22
 Rating No: 123WRwo2
 Rater ID: 6933532

Door Information

Name	Library Entry	Wall Assignment	Opaque Area(sq ft)	Uo Value	R-Value of Opaque Area	Storm Door
Opaque Door	R-0.25*	AGWall 1	40.0	0.844	0.3	No

Roof Information

Name	Library Entry	Ceiling Area(sq ft)	Roof Area(sq ft)	Exterior Color	Radiant Barrier	Type	Uo Value	Cement or Clay Tiles	Roof Tile Ventilation
Ceiling	5/8" 2x6 Adiabatic, Flat*	708.00	708.00	Medium	No	Adiabatic	0.599	No	No

Roof Library List

Ceiling: 5/8" 2x6 Adiabatic, Flat*

Information From Quick Fill Screen

Continous Insulation (R-Value)	0.0
Cavity Insulation (R-Value)	0.0
Cavity Insulation Thickness (in)	3.5
Cavity Insulation Grade	3
Gypsum Thickness (in)	0.500
Insulated Framing Size(w x h, in)	0.0 x 0.0
Insulated Framing Spacing (in o.c.)	0.0
Framing Factor - (defined)	0.0000
Ceiling Type	Adiabatic
Note	

Building Summary

Property

3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
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Mechanical Equipment

Number of Mechanical Systems	2
Heating SetPoint(F)	68.0
Heating Setback Thermostat	Present
Cooling SetPoint(F)	78.0
Cooling Setup Thermostat	Present
DHW SetPoint(F)	125.0

ASHP: 18K 15SEER 8.5HSPF*

Fuel Type	Electric
Heating Seasonal Efficiency	8.50 HSPF
Compressor Heating Output Capacity at 17F (kBtuh)	11.0
Compressor Heating Output Capacity at 47F (kBtuh)	18.0
Electric Resistance Backup Capacity (kW)	5
Cooling Output Capacity (kBtuh)	17.6
Cooling Seasonal Efficiency	15.00 SEER
Desuperheater	No
Note	
Number Of Units	1
Location	Conditioned area
Performance Adjustment	100
Percent Heating Load Served	100
Percent Cooling Load Served	100

DHW: Elec 30g .95 UEF*

Water Heater Type	Conventional
Fuel Type	Electric
Energy Factor	0.95
Recovery Efficiency	0.98
Water Tank Size (gallons)	30
Extra Tank Insulation (R-Value)	0.0
Note	
Number Of Units	1
Location	Conditioned area

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Building Summary

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Weather: Washington, DC
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Projected Rating
2019-02-22
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Mechanical Equipment

Performance Adjustment	100
Percent Load Served	100

DHW Efficiencies

All bath faucets & showers <= 2gpm	true
All DHW pipes fully insulated >= R-3	false
Recirculation type	None (standard system)
Farthest fixture to DHW heater	10
TOTAL Pipelength for longest DHW run	25
DWHR unit present?	false

DHW Diagnostics

dhwGpd	20.86
peRatio	0.37
dishwasherGpd	1.50
clothesWasherHotWaterGPD	0.28
EDef	0.90
ewaste	16.80
tmains	63.40
dwhrWhInletTempAdj	0.00
pumpConsKwh	0.00
pumpConsMmbtu	0.00

Building Summary

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Duct Systems

Name	System 0
Conditioned Floor Area(sq ft)	708.0
# of Returns	1
Heating System	18K 15SEER 8.5HSPF*
Cooling System	18K 15SEER 8.5HSPF*
Supply Duct Surface Area(sq ft)	191.2
Return Duct Surface Area(sq ft)	35.4
Duct Leakage	
Qualitative Assessment	Not Applicable
Duct Leakage to Outside	
Supply+Return	40.00 CFM @ 25 Pascals
Supply Only	Not Applicable
Return Only	Not Applicable
Total Duct Leakage	80.00 CFM @ 25 Pascals
Duct Tightness Test	Postconstruction Test
Test Exemptions	
IECC	FALSE
RESNET LtO	FALSE
ENERGY STAR LtO	FALSE

Type	Location	Percent Location	R-Value
Supply	Conditioned space	100.0	6.0
Return	Conditioned space	100.0	6.0

Building Summary

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Infiltration and Mechanical Ventilation

Whole Dwelling Infiltration

Input Type	User estimate
Heating Season Infiltration Value	5.00 ACH @ 50 Pascals
Cooling Season Infiltration Value	5.00 ACH @ 50 Pascals
Shelter Class	4
Code Verification	Visually Inspected

Mechanical Ventilation for IAQ

Type	Exhaust Only
Rate(cfm)	80
Adjusted Sensible Recovery Efficiency(%)	0.00
Adjusted Total Recovery Efficiency(%)	0.00
Hours per Day	10.9
Fan Power (watts)	15.00
ECM Fan Motor	false

Ventilation Strategy for Cooling

Cooling Season Ventilation	Natural Ventilation
----------------------------	---------------------

Good Air Exchange for Multi-Family

NA

Building Summary

Property

3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
1.1A, B Ground.blg

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Projected Rating
2019-02-22
Rating No:123WRwo2
Rater ID:6933532

Lights and Appliances

Rating/RESNET audit

Ceiling Fan CFM / Watt	0.00
Refrigerator kWh/yr	395
Refrigerator Location	Conditioned
Range/Oven Fuel Type	Electric
Induction Range	No
Convection Oven	No

Dishwasher

Energy Factor	0.00
Dishwasher kWh/yr	295
Place Setting Capacity	12

Clothes Dryer

Fuel Type	Electric
Location	
Moisture Sensing	No
CEF	2.62

Clothes Washer

Location	
LER (kWh/yr)	152
IMEF	2.060
Capacity (CU.Ft)	4.200
Electricity Rate	0.12
Gas Rate	1.09
Annual Gas Cost	12.00

Qualifying Light Fixtures

Interior Lights %	100.0
Exterior Lights %	100.0
Garage Lights %	100.0
Interior LEDs %	0.0
Exterior LEDs %	0.0
Garage LEDs %	0.0

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Building Summary

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2019-02-22
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Mandatory Requirements

IECC Requirements

Verified IECC 06	false
Verified IECC 09	false
Verified IECC 12	false
Verified IECC 15	true
Verified IECC 18	false
Verified NY-ECCC 2016	false
Verified IECC MI	false
Verified IECC NC 2018	false

EPA Requirements

Rater certifies that the home complies with the following requirements for:

ENERGY STAR v3.0

- Rater Design Review Checklist
- Rater Field Checklist
- HVAC Design Report
- HVAC Commissioning Checklist (optional)

ENERGY STAR Version 3 Appliances	Amount
Refrigerators	1
Ceiling Fans	0
Exhaust Fans	1
Dishwashers	1

ENERGY STAR Multi-Family Checks

- Clothes washer is in a category with no ENERGY STAR options. NA
- Clothes dryer is in a category with no ENERGY STAR options. NA
- Apt or Townhome uses 'Class AW' Windows. NA

ENERGY STAR Version 3 Basements

Basement Wall Area 50% Below Grad:	false
Basement Floor Area	0.00
Slab Insulation Exemption:	false
Indoor airPlus Verification Checklist	false

EPA Field App ID

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2019-02-22
Rating No:123WRwo2
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DOE Zero Energy Ready Home

Home Builder ID Number

Mandatory Requirements

Verified Fenestration	false
Verified Insulation	false
Verified Duct Location	false
Verified Appliance	false
Verified Lighting	false
Verified Fan Efficiency	false
Verified Water Efficiency	false
Verified EPA Indoor airPLUS	false
Verified Renewable Energy Ready Solar Electric	false

Optional Home Builder Commitments for Recognition

Certified under the EPA WaterSense for New Homes Program	No
Certified under the IBHS fortified for Safer Living Program	No
Followed the DOE Zero Energy Ready Home Quality Management Guidelines	No
The buyer of this home signed a waiver giving DOE Zero Energy Ready Home access to utility bill data for one year.	No

Active Solar

System Type	None
Collector Loop Type	None
Collector Type	None
Collector Orientation	None
Area(sq ft)	0.0
Tilt(degrees)	0.0
Volume(cu ft/gal)	0.0

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Fuel Summary

Property
3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
1.1A, B Ground.blg

Organization
Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS
Projected Rating
2019-02-22
Rating No:123WRwo2
Rater ID:6933532

Annual Energy Cost	\$/yr
Electric	759

Annual End-Use Cost	\$/yr
Heating	154
Cooling	55
Water Heating	160
Lights & Appliances	389
Photovoltaics	-0
Service Charge	76
Total	835

Annual End-Use Consumption	
Heating (kWh)	1112
Cooling (kWh)	395
Water Heating (kWh)	1157
Lights & Appliances (kWh)	2808
Total (kWh)	5472

Annual Energy Demands	kW
Heating	1.8
Cooling	0.4
Water Heating (Winter Peak)	0.2
Water Heating (Summer Peak)	0.2
Lights & Appliances (Winter Peak)	0.2
Lights & Appliances (Summer Peak)	0.5
Total Winter Peak	2.3
Total Summer Peak	1.1

Utility Rates	
Electricity	Dominion Energy*

Lights and Appliances

Property
3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
1.1A, B Ground.blg

Organization
Pando Alliance
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HERS
Projected Rating
2019-02-22
Rating No:123WRwo2
Rater ID:6933532

Electric Consumption

	kWh/yr
Interior Lighting	350.6
Exterior Lighting	33.8
Garage Lighting	0.0
Refrigerator	395.0
Freezer	0.0
Dishwasher	87.0
Oven/Range	370.0
Clothes Washer	26.8
Clothes Dryer	358.7
Mechanical Ventilation Fan	59.7
Ceiling Fan	0.0
Plug Loads	1126.3
Total	2808.0

Annual Energy Cost

	\$/yr
Interior Lighting	49
Exterior Lighting	5
Garage Lighting	0
Refrigerator	55
Freezer	0
Dishwasher	12
Oven/Range	51
Clothes Washer	4
Clothes Dryer	50
Mechanical Ventilation Fan	8
Ceiling Fan	0
Plug Loads	156
Total	389

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FirstEnergy Pennsylvania Energy Efficient New Home Report

Property
3846 King St
Alexandria, VA 22302

Organization
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703-517-4345
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HERS
Projected Rating
2019-02-22
Rating No:123WRwo2
Rater ID:6933532

Weather: Washington, DC
Initial House Design
1.1A, B Ground.blg

Builder

Projected Rating: Based on Plans - Field Confirmation Required.

This home uses 24% less energy than a standard new home.

It qualifies for participation in the New Homes Program at the 15% savings over code + ENERGY STAR 3.0 level

Annual Consumption(MMBtu/yr)

	Firstenergy	
	Reference	As Designed
Heating	4.4	4.0
Cooling	2.4	1.9
Water Heating	5.9	3.9
Lights & Appliances	13.2	9.6
Photovoltaics	-0.0	-0.0
Total	25.9	19.4

Normalized, Modified End-Use Loads(MMBtu/yr)

	ENERGY	
	STAR v3.0	As Designed
Heating	7.8	5.9
Cooling	4.9	3.8
Water Heating	5.2	3.4
Lights & Appliances	12.0	9.6
Total	29.9	22.7
HERS Index	78	61



This home **MEETS** the requirements for designation
as an EPA ENERGY STAR Qualified Home under version 3.0.

This home is predicted to save 1903 kWh over a standard new home.

Annual End-Use Consumption	Reference	As Designed	Diff
Heating (kWh)	1269	1129	140
Cooling (kWh)	585	455	130
Water Heating (kWh)	1714	1155	559
Lights & Appliances (kWh)	3882	2808	1074

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© Performance Systems Development

Building Summary

Property

3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
2.2B Top.blg

Organization

Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS

Projected Rating
2019-02-22
Rating No: 9vgg6MWv
Rater ID: 6933532

Property/Builder Information

Building Name	Initial House Design
Owner's Name	
Property Address	3846 King St
City, St, Zip	Alexandria, VA 22302
Phone Number	
Builder's Name	
Phone Number	
Email Address	
Plan/Model Name	
Community/Development Identifier/Other	

Organization Information

Organization Name	Pando Alliance
Address	3525-K Ellicott Mills Drive, E
City, St, Zip	,
Phone Number	703-517-4345
Website	

Rating/RESNET Information

Provider ID	1998-197
Sample Set ID	00000000
Registry ID	
Registry Date Registered	
Rater's Name	Michael Sumpter
Rater's ID	6933532
Rater's Email	Michael@pandoalliance.com
Last Field Insp	2019-02-22
Rating Type	Projected Rating
Reason for Rating	
Rating Number	9vgg6MWv
Rating Permit Date	03/08/2019

Building Summary

Property

3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
2.2B Top.blg

Organization

Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS

Projected Rating
2019-02-22
Rating No: 9vgg6MWv
Rater ID: 6933532

General Building Information

Area of Conditioned. Space(sq ft)	1291
Volume of Conditioned. Space	11619
Year Built	2009
Housing Type	Apartment, end unit
Level Type(Apartments Only)	None
Floors on or Above-Grade	1
Number of Bedrooms	2
Foundation Type	Apartment above conditioned space
Enclosed Crawl Space Type	N/A
Number of Stories Including Conditioned Basement	1
Thermal Boundary Location	REM Default

Frame Floor Information

Name	Library Entry	Location	Area(sq ft)	Uo Value
Framed Floor	Uninsulated*	Btwn cond & cond (adiabatic)	1291	0.292

Frame Floor Library List

Floor: Uninsulated*

Information From Quick Fill Screen

Continous Insulation R-Value	0.0
Cavity Insulation R-Value	0.0
Cavity Insulation Thickness (in.)	18.0
Cavity Insulation Grade	3
Joist Size (w x h, in)	0.0 x 0.0
Joist Spacing (in oc)	0.0
Framing Factor - (defined)	0.0000
Floor Covering	CARPET

Note

Rim and Band Joist Information

Name	Location	Area(sq ft)	Continuous Ins	Framed Cavity Ins	Cavity Ins Thk(in)	Joist Spacing	Insulation Grade	Uo Value
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Rater ID: 6933532

Rim and Band Joist Information

Name	Location	Area(sq ft)	Continuous Ins	Framed Cavity Ins	Cavity Ins Thk(in)	Joist Spacing	Insulation Grade	Uo Value
To Outside	Cond -> ambient	75.00	0.0	21.0	4.5	16.0	1	0.049

Above-Grade Wall

Name	Library Entry	Location	Exterior Color	Area(sq ft)	Uo Value
Adiabatic	Uninsulated Stud*	Cond -> another cond unit	Medium	711.00	0.270
To Outside	A R21 G1 2x6-16 FR*	Cond -> ambient	Medium	675.00	0.054

Above-Grade Wall Library List

Above-Grade Wall: Uninsulated Stud*

Information From Quick Fill Screen

Wall Construction Type	Standard Wood Frame
Continuous Insulation (R-Value)	0.0
Frame Cavity Insulation (R-Value)	1.0
Frame Cavity Insulation Thickness (in)	3.5
Frame Cavity Insulation Grade	1
Stud Size (w x d, in)	1.5 x 3.5
Stud Spacing (in o.c.)	16.0
Framing Factor - (default)	0.2300
Gypsum Thickness (in)	0.5

Note

Above-Grade Wall: A R21 G1 2x6-16 FR*

Information From Quick Fill Screen

Wall Construction Type	Std Frame w/Brick Veneer
Continuous Insulation (R-Value)	0.0
Frame Cavity Insulation (R-Value)	21.0
Frame Cavity Insulation Thickness (in)	5.5
Frame Cavity Insulation Grade	1
Stud Size (w x d, in)	1.5 x 5.5
Stud Spacing (in o.c.)	16.0
Framing Factor - (defined)	0.1900

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Building Summary

Property
 3846 King St
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 2.2B Top.blg

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Above-Grade Wall Library List

Gypsum Thickness (in) 0.5
 Note

Window Information

Name	Wall Assignment	Orient	U-Value	SHGC	Area (sqft)	Overhang			Interior		Adjacent	
						Depth (ft)	To Top (ft)	To Btm (ft)	Winter Shading	Summer Shading	Winter Shading	Summer Shading
Window 6x6	AGWall 2	Northwes	0.280	0.270	144.00	0.0	0.0	0.0	0.85	0.70	None	None
Window 6x6	AGWall 2	Northeast	0.280	0.270	36.00	0.0	0.0	0.0	0.85	0.70	None	None
Window 8x6	AGWall 2	Northeast	0.280	0.270	48.00	0.0	0.0	0.0	0.85	0.70	None	None

Door Information

Name	Library Entry	Wall Assignment	Opaque Area(sq ft)	Uo Value	R-Value of Opaque Area	Storm Door
Opaque Door	R-0.25*	AGWall 1	40.0	0.844	0.3	No

Roof Information

Name	Library Entry	Ceiling Area(sq ft)	Roof Area(sq ft)	Exterior Color	Radiant Barrier	Type	Uo Value	Cement or Clay Tiles	Roof Tile Ventilation
Ceiling	R-38, R-12 ccspfm Attic*	1291.00	1291.00	Medium	No	Attic	0.021	No	No

Roof Library List

Ceiling: R-38, R-12 ccspfm Attic*

Information From Quick Fill Screen

Continous Insulation (R-Value)	12.0
Cavity Insulation (R-Value)	38.0
Cavity Insulation Thickness (in)	11.5
Cavity Insulation Grade	1
Gypsum Thickness (in)	0.500
Insulated Framing Size(w x h, in)	1.5 x 11.5
Insulated Framing Spacing (in o.c.)	24.0
Framing Factor - (default)	0.1100

Building Summary

Property

3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
2.2B Top.blg

Organization

Pando Alliance
703-517-4345
Michael Sumpter

Builder**HERS**

Projected Rating
2019-02-22
Rating No:9vgg6MWv
Rater ID:6933532

Roof Library List

Ceiling Type
Note

Attic

Building Summary

Property

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2.2B Top.blg

Organization

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703-517-4345
Michael Sumpter

Builder

HERS

Projected Rating
2019-02-22
Rating No: 9vgg6MWv
Rater ID: 6933532

Mechanical Equipment

Number of Mechanical Systems	2
Heating SetPoint(F)	68.0
Heating Setback Thermostat	Present
Cooling SetPoint(F)	78.0
Cooling Setup Thermostat	Present
DHW SetPoint(F)	125.0

ASHP: 24K 15seer 8.5hspf*

Fuel Type	Electric
Heating Seasonal Efficiency	8.50 HSPF
Compressor Heating Output Capacity at 17F (kBtuh)	14.6
Compressor Heating Output Capacity at 47F (kBtuh)	24.0
Electric Resistance Backup Capacity (kW)	5
Cooling Output Capacity (kBtuh)	24.0
Cooling Seasonal Efficiency	15.00 SEER
Desuperheater	No
Note	
Number Of Units	1
Location	Conditioned area
Performance Adjustment	100
Percent Heating Load Served	100
Percent Cooling Load Served	100

DHW: Elec 40g 0.95EF 0.98RE 40 kBtu/hr*

Water Heater Type	Conventional
Fuel Type	Electric
Energy Factor	0.95
Recovery Efficiency	0.98
Water Tank Size (gallons)	40
Extra Tank Insulation (R-Value)	0.0
Note	
Number Of Units	1
Location	Conditioned area

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2019-02-22
Rating No: 9vgg6MWv
Rater ID: 6933532

Mechanical Equipment

Performance Adjustment	100
Percent Load Served	100

DHW Efficiencies

All bath faucets & showers <= 2gpm	true
All DHW pipes fully insulated >= R-3	false
Recirculation type	None (standard system)
Farthest fixture to DHW heater	20
TOTAL Pipelength for longest DHW run	30
DWHR unit present?	false

DHW Diagnostics

dhwGpd	28.91
peRatio	0.37
dishwasherGpd	1.92
clothesWasherHotWaterGPD	0.34
EDef	0.90
ewaste	16.80
tmains	63.40
dwhrWhInletTempAdj	0.00
pumpConsKwh	0.00
pumpConsMmbtu	0.00

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Duct Systems

Name	System 0
Conditioned Floor Area(sq ft)	1291.0
# of Returns	1
Heating System	24K 15seer 8.5hspf*
Cooling System	24K 15seer 8.5hspf*
Supply Duct Surface Area(sq ft)	348.6
Return Duct Surface Area(sq ft)	64.6
Duct Leakage	
Qualitative Assessment	Not Applicable
Duct Leakage to Outside	
Supply+Return	51.00 CFM @ 25 Pascals
Supply Only	Not Applicable
Return Only	Not Applicable
Total Duct Leakage	102.00 CFM @ 25 Pascals
Duct Tightness Test	Postconstruction Test
Test Exemptions	
IECC	FALSE
RESNET LtO	FALSE
ENERGY STAR LtO	FALSE

Type	Location	Percent Location	R-Value
Supply	Conditioned space	100.0	6.0
Return	Conditioned space	100.0	6.0

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Infiltration and Mechanical Ventilation

Whole Dwelling Infiltration

Input Type	User estimate
Heating Season Infiltration Value	5.00 ACH @ 50 Pascals
Cooling Season Infiltration Value	5.00 ACH @ 50 Pascals
Shelter Class	4
Code Verification	Visually Inspected

Mechanical Ventilation for IAQ

Type	Exhaust Only
Rate(cfm)	80
Adjusted Sensible Recovery Efficiency(%)	0.00
Adjusted Total Recovery Efficiency(%)	0.00
Hours per Day	18.4
Fan Power (watts)	15.00
ECM Fan Motor	false

Ventilation Strategy for Cooling

Cooling Season Ventilation	Natural Ventilation
----------------------------	---------------------

Good Air Exchange for Multi-Family

NA

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Lights and Appliances

Rating/RESNET audit

Ceiling Fan CFM / Watt	0.00
Refrigerator kWh/yr	395
Refrigerator Location	Conditioned
Range/Oven Fuel Type	Electric
Induction Range	No
Convection Oven	No

Dishwasher

Energy Factor	0.00
Dishwasher kWh/yr	295
Place Setting Capacity	12

Clothes Dryer

Fuel Type	Electric
Location	
Moisture Sensing	No
CEF	2.62

Clothes Washer

Location	
LER (kWh/yr)	152
IMEF	2.060
Capacity (CU.Ft)	4.200
Electricity Rate	0.12
Gas Rate	1.09
Annual Gas Cost	12.00

Qualifying Light Fixtures

Interior Lights %	100.0
Exterior Lights %	100.0
Garage Lights %	100.0
Interior LEDs %	0.0
Exterior LEDs %	0.0
Garage LEDs %	0.0

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Mandatory Requirements

IECC Requirements

Verified IECC 06	false
Verified IECC 09	false
Verified IECC 12	false
Verified IECC 15	true
Verified IECC 18	false
Verified NY-ECCC 2016	false
Verified IECC MI	false
Verified IECC NC 2018	false

EPA Requirements

Rater certifies that the home complies with the following requirements for:

ENERGY STAR v3.0

- Rater Design Review Checklist
- Rater Field Checklist
- HVAC Design Report
- HVAC Commissioning Checklist (optional)

ENERGY STAR Version 3 Appliances	Amount
Refrigerators	1
Ceiling Fans	0
Exhaust Fans	1
Dishwashers	1

ENERGY STAR Multi-Family Checks

Clothes washer is in a category with no ENERGY STAR options.	NA
Clothes dryer is in a category with no ENERGY STAR options.	NA
Apt or Townhome uses 'Class AW' Windows.	NA

ENERGY STAR Version 3 Basements

Basement Wall Area 50% Below Grad:	false
Basement Floor Area	0.00
Slab Insulation Exemption:	false
Indoor airPlus Verification Checklist	false

EPA Field App ID

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DOE Zero Energy Ready Home

Home Builder ID Number

Mandatory Requirements

Verified Fenestration	false
Verified Insulation	false
Verified Duct Location	false
Verified Appliance	false
Verified Lighting	false
Verified Fan Efficiency	false
Verified Water Efficiency	false
Verified EPA Indoor airPLUS	false
Verified Renewable Energy Ready Solar Electric	false

Optional Home Builder Commitments for Recognition

Certified under the EPA WaterSense for New Homes Program	No
Certified under the IBHS fortified for Safer Living Program	No
Followed the DOE Zero Energy Ready Home Quality Management Guidelines	No
The buyer of this home signed a waiver giving DOE Zero Energy Ready Home access to utility bill data for one year.	No

Active Solar

System Type	None
Collector Loop Type	None
Collector Type	None
Collector Orientation	None
Area(sq ft)	0.0
Tilt(degrees)	0.0
Volume(cu ft/gal)	0.0

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Fuel Summary

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Projected Rating
2019-02-22
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Annual Energy Cost	\$/yr
Electric	1070

Annual End-Use Cost	\$/yr
Heating	239
Cooling	92
Water Heating	217
Lights & Appliances	522
Photovoltaics	-0
Service Charge	76
Total	1147

Annual End-Use Consumption	
Heating (kWh)	1726
Cooling (kWh)	666
Water Heating (kWh)	1565
Lights & Appliances (kWh)	3765
Total (kWh)	7722

Annual Energy Demands	kW
Heating	3.0
Cooling	0.9
Water Heating (Winter Peak)	0.3
Water Heating (Summer Peak)	0.2
Lights & Appliances (Winter Peak)	0.3
Lights & Appliances (Summer Peak)	0.6
Total Winter Peak	3.6
Total Summer Peak	1.7

Utility Rates	
Electricity	Dominion Energy*

Lights and Appliances

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Electric Consumption

	kWh/yr
Interior Lighting	510.7
Exterior Lighting	41.1
Garage Lighting	0.0
Refrigerator	395.0
Freezer	0.0
Dishwasher	111.7
Oven/Range	409.0
Clothes Washer	32.7
Clothes Dryer	438.0
Mechanical Ventilation Fan	100.7
Ceiling Fan	0.0
Plug Loads	1725.8
Total	3764.7

Annual Energy Cost

	\$/yr
Interior Lighting	71
Exterior Lighting	6
Garage Lighting	0
Refrigerator	55
Freezer	0
Dishwasher	15
Oven/Range	57
Clothes Washer	5
Clothes Dryer	61
Mechanical Ventilation Fan	14
Ceiling Fan	0
Plug Loads	239
Total	522

REM/Rate - Residential Energy Analysis and Rating Software v15.7.3

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FirstEnergy Pennsylvania Energy Efficient New Home Report

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2019-02-22
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Rater ID:6933532

Weather: Washington, DC
Initial House Design
2.2B Top.blg

Builder

Projected Rating: Based on Plans - Field Confirmation Required.

This home uses 24% less energy than a standard new home.

It qualifies for participation in the New Homes Program at the 15% savings over code + ENERGY STAR 3.0 level

Annual Consumption(MMBtu/yr)

	Firstenergy	
	Reference	As Designed
Heating	7.4	6.6
Cooling	4.5	3.3
Water Heating	7.8	5.3
Lights & Appliances	17.5	12.8
Photovoltaics	-0.0	-0.0
Total	37.3	28.1

Normalized, Modified End-Use Loads(MMBtu/yr)

	ENERGY	
	STAR v3.0	As Designed
Heating	11.3	10.3
Cooling	9.9	6.5
Water Heating	7.2	4.7
Lights & Appliances	16.0	12.8
Total	44.5	34.3
HERS Index	81	61



This home **MEETS** the requirements for designation
as an EPA ENERGY STAR Qualified Home under version 3.0.

This home is predicted to save 2600 kWh over a standard new home.

Annual End-Use Consumption	Reference	As Designed	Diff
Heating (kWh)	2022	1806	216
Cooling (kWh)	1090	808	282
Water Heating (kWh)	2298	1563	735
Lights & Appliances (kWh)	5131	3765	1366

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© Performance Systems Development

Building Summary

Property

3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
3.2 F, B Ground.blg

Organization

Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS

Projected Rating
2019-02-22
Rating No: LLXR53ev
Rater ID: 6933532

Property/Builder Information

Building Name	Initial House Design
Owner's Name	
Property Address	3846 King St
City, St, Zip	Alexandria, VA 22302
Phone Number	
Builder's Name	
Phone Number	
Email Address	
Plan/Model Name	
Community/Development Identifier/Other	

Organization Information

Organization Name	Pando Alliance
Address	3525-K Ellicott Mills Drive, E
City, St, Zip	,
Phone Number	703-517-4345
Website	

Rating/RESNET Information

Provider ID	1998-197
Sample Set ID	00000000
Registry ID	
Registry Date Registered	
Rater's Name	Michael Sumpter
Rater's ID	6933532
Rater's Email	Michael@pandoalliance.com
Last Field Insp	2019-02-22
Rating Type	Projected Rating
Reason for Rating	
Rating Number	LLXR53ev
Rating Permit Date	03/08/2019

REM/Rate - Residential Energy Analysis and Rating Software v15.7.3

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Building Summary

Property

3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
3.2 F, B Ground.blg

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HERS

Projected Rating
2019-02-22
Rating No: LLXR53ev
Rater ID: 6933532

General Building Information

Area of Conditioned. Space(sq ft)	1482
Volume of Conditioned. Space	15561
Year Built	2009
Housing Type	Apartment, end unit
Level Type(Apartments Only)	None
Floors on or Above-Grade	1
Number of Bedrooms	3
Foundation Type	Unconditioned basement
Enclosed Crawl Space Type	N/A
Number of Stories Including Conditioned Basement	1
Thermal Boundary Location	Floor

Foundation Wall Information

Name	Library Entry	Location	Length(ft)	Total Height(ft)	Depth Below Grade(ft)	Height Above Grade(ft)	Uo Value Combo*	Uo Value (wall only)
Export Generated	R-0.0*	Uncond bsmt->amb/grnd	158.5	8.0	7.0	1.0	0.212	1.506

* Uo Value Combo combines wall, airfilm, and soil path

Foundation Wall Library List

Foundation Wall: R-0.0*

Type	Solid concrete or stone
Thickness(in)	8.0
Studs	None
Interior Insulation	
Continuous R-Value	0.0
Frame Cavity R-Value	0.0
Cavity Insulation Grade	1
Ins top	0.0 ft from top of wall
Ins Bottom	0.0 ft from bottom of wall
Exterior Insulation	
R-Value	0.0
Ins top	0.0 ft above grade

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Foundation Wall Library List

Ins bottom 0.0 ft below grade
Note

Frame Floor Information

Name	Library Entry	Location	Area(sq ft)	Uo Value
Framed Floor	R-15 ci under podium*	Btwn cond & uncond bsmt	1482	0.054

Frame Floor Library List

Floor: R-15 ci under podium*
Information From Quick Fill Screen

Continous Insulation R-Value	15.0
Cavity Insulation R-Value	0.0
Cavity Insulation Thickness (in.)	0.0
Cavity Insulation Grade	3
Joist Size (w x h, in)	0.0 x 0.0
Joist Spacing (in oc)	0.0
Framing Factor - (defined)	0.0000
Floor Covering	CARPET

Note

Rim and Band Joist Information

Name	Location	Area(sq ft)	Continuous Ins	Framed Cavity Ins	Cavity Ins Thk(in)	Joist Spacing	Insulation Grade	Uo Value
To Outside	Cond -> ambient	124.50	0.0	21.0	4.5	16.0	1	0.049
To Stairwell	Cond -> garage	48.75	0.0	21.0	4.5	16.0	1	0.049

Above-Grade Wall

Name	Library Entry	Location	Exterior Color	Area(sq ft)	Uo Value
Adiabatic	Uninsulated Stud*	Cond -> another cond unit	Medium	504.00	0.270
To Outside	A R21 G1 2x6-16 FR*	Cond -> ambient	Medium	747.00	0.054
To Stairwell	A R21 G1*	Cond -> garage	Medium	292.50	0.056

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Builder

Above-Grade Wall Library List

Above-Grade Wall: Uninsulated Stud*

Information From Quick Fill Screen

Wall Construction Type	Standard Wood Frame
Continuous Insulation (R-Value)	0.0
Frame Cavity Insulation (R-Value)	1.0
Frame Cavity Insulation Thickness (in)	3.5
Frame Cavity Insulation Grade	1
Stud Size (w x d, in)	1.5 x 3.5
Stud Spacing (in o.c.)	16.0
Framing Factor - (default)	0.2300
Gypsum Thickness (in)	0.5

Note

Above-Grade Wall: A R21 G1 2x6-16 FR*

Information From Quick Fill Screen

Wall Construction Type	Std Frame w/Brick Veneer
Continuous Insulation (R-Value)	0.0
Frame Cavity Insulation (R-Value)	21.0
Frame Cavity Insulation Thickness (in)	5.5
Frame Cavity Insulation Grade	1
Stud Size (w x d, in)	1.5 x 5.5
Stud Spacing (in o.c.)	16.0
Framing Factor - (defined)	0.1900
Gypsum Thickness (in)	0.5

Note

Above-Grade Wall: A R21 G1*

Information From Quick Fill Screen

Wall Construction Type	Standard Wood Frame
Continuous Insulation (R-Value)	0.0
Frame Cavity Insulation (R-Value)	21.0
Frame Cavity Insulation Thickness (in)	5.5
Frame Cavity Insulation Grade	1
Stud Size (w x d, in)	1.5 x 5.5
Stud Spacing (in o.c.)	16.0

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Builder

Above-Grade Wall Library List

Framing Factor - (defined)	0.1900
Gypsum Thickness (in)	0.5
Note	

Window Information

Name	Wall Assignment	Orient	U-Value	SHGC	Area (sqft)	Overhang			Interior		Adjacent	
						Depth (ft)	To Top (ft)	To Btm (ft)	Winter Shading	Summer Shading	Winter Shading	Summer Shading
Window 6x6	AGWall 2	Northeast	0.280	0.270	144.00	0.0	0.0	0.0	0.85	0.70	None	None
Window 6x6	AGWall 2	Northwes	0.280	0.270	108.00	0.0	0.0	0.0	0.85	0.70	None	None

Door Information

Name	Library Entry	Wall Assignment	Opaque Area(sq ft)	Uo Value	R-Value of Opaque Area	Storm Door
Opaque Door	R-0.25*	AGWall 1	40.0	0.844	0.3	No

Roof Information

Name	Library Entry	Ceiling Area(sq ft)	Roof Area(sq ft)	Exterior Color	Radiant Barrier	Type	Uo Value	Cement or Clay Tiles	Roof Tile Ventilation
Ceiling	5/8" 2x6 Adiabatic, Flat*	1482.00	1482.00	Medium	No	Adiabatic	0.599	No	No

Roof Library List

Ceiling: 5/8" 2x6 Adiabatic, Flat*

Information From Quick Fill Screen

Continous Insulation (R-Value)	0.0
Cavity Insulation (R-Value)	0.0
Cavity Insulation Thickness (in)	3.5
Cavity Insulation Grade	3
Gypsum Thickness (in)	0.500
Insulated Framing Size(w x h, in)	0.0 x 0.0
Insulated Framing Spacing (in o.c.)	0.0
Framing Factor - (defined)	0.0000

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Roof Library List

Ceiling Type
Note

Adiabatic

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Mechanical Equipment

Number of Mechanical Systems	2
Heating SetPoint(F)	68.0
Heating Setback Thermostat	Present
Cooling SetPoint(F)	78.0
Cooling Setup Thermostat	Present
DHW SetPoint(F)	125.0

ASHP: 24K 15seer 8.5hspf*

Fuel Type	Electric
Heating Seasonal Efficiency	8.50 HSPF
Compressor Heating Output Capacity at 17F (kBtuh)	14.6
Compressor Heating Output Capacity at 47F (kBtuh)	24.0
Electric Resistance Backup Capacity (kW)	5
Cooling Output Capacity (kBtuh)	24.0
Cooling Seasonal Efficiency	15.00 SEER
Desuperheater	No
Note	
Number Of Units	1
Location	Conditioned area
Performance Adjustment	100
Percent Heating Load Served	100
Percent Cooling Load Served	100

DHW: Elec 40g 0.95EF 0.98RE 40 kBtu/hr*

Water Heater Type	Conventional
Fuel Type	Electric
Energy Factor	0.95
Recovery Efficiency	0.98
Water Tank Size (gallons)	40
Extra Tank Insulation (R-Value)	0.0
Note	
Number Of Units	1
Location	Conditioned area

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Mechanical Equipment

Performance Adjustment	100
Percent Load Served	100

DHW Efficiencies

All bath faucets & showers <= 2gpm	true
All DHW pipes fully insulated >= R-3	false
Recirculation type	None (standard system)
Farthest fixture to DHW heater	35
TOTAL Pipelength for longest DHW run	50
DWHR unit present?	false

DHW Diagnostics

dhwGpd	38.00
peRatio	0.54
dishwasherGpd	2.35
clothesWasherHotWaterGPD	0.41
EDef	0.93
ewaste	21.04
tmains	63.40
dwhrWhInletTempAdj	0.00
pumpConsKwh	0.00
pumpConsMmbtu	0.00

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2019-02-22
Rating No: LLXR53ev
Rater ID: 6933532

Duct Systems

Name	System 0
Conditioned Floor Area(sq ft)	1482.0
# of Returns	1
Heating System	24K 15seer 8.5hspf*
Cooling System	24K 15seer 8.5hspf*
Supply Duct Surface Area(sq ft)	400.1
Return Duct Surface Area(sq ft)	74.1
Duct Leakage	
Qualitative Assessment	Not Applicable
Duct Leakage to Outside	
Supply+Return	59.00 CFM @ 25 Pascals
Supply Only	Not Applicable
Return Only	Not Applicable
Total Duct Leakage	118.00 CFM @ 25 Pascals
Duct Tightness Test	Postconstruction Test
Test Exemptions	
IECC	FALSE
RESNET LtO	FALSE
ENERGY STAR LtO	FALSE

Type	Location	Percent Location	R-Value
Supply	Conditioned space	100.0	6.0
Return	Conditioned space	100.0	6.0

Building Summary

Property

3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
3.2 F, B Ground.blg

Organization

Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS

Projected Rating
2019-02-22
Rating No: LLXR53ev
Rater ID: 6933532

Infiltration and Mechanical Ventilation

Whole Dwelling Infiltration

Input Type	User estimate
Heating Season Infiltration Value	5.00 ACH @ 50 Pascals
Cooling Season Infiltration Value	5.00 ACH @ 50 Pascals
Shelter Class	4
Code Verification	Visually Inspected

Mechanical Ventilation for IAQ

Type	Exhaust Only
Rate(cfm)	80
Adjusted Sensible Recovery Efficiency(%)	0.00
Adjusted Total Recovery Efficiency(%)	0.00
Hours per Day	22.4
Fan Power (watts)	15.00
ECM Fan Motor	false

Ventilation Strategy for Cooling

Cooling Season Ventilation	Natural Ventilation
----------------------------	---------------------

Good Air Exchange for Multi-Family

NA

Building Summary

Property

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Projected Rating
2019-02-22
Rating No: LLXR53ev
Rater ID: 6933532

Lights and Appliances

Rating/RESNET audit

Ceiling Fan CFM / Watt	0.00
Refrigerator kWh/yr	395
Refrigerator Location	Conditioned
Range/Oven Fuel Type	Electric
Induction Range	No
Convection Oven	No

Dishwasher

Energy Factor	0.00
Dishwasher kWh/yr	295
Place Setting Capacity	12

Clothes Dryer

Fuel Type	Electric
Location	
Moisture Sensing	No
CEF	2.62

Clothes Washer

Location	
LER (kWh/yr)	152
IMEF	2.060
Capacity (CU.Ft)	4.200
Electricity Rate	0.12
Gas Rate	1.09
Annual Gas Cost	12.00

Qualifying Light Fixtures

Interior Lights %	100.0
Exterior Lights %	100.0
Garage Lights %	100.0
Interior LEDs %	0.0
Exterior LEDs %	0.0
Garage LEDs %	0.0

REM/Rate - Residential Energy Analysis and Rating Software v15.7.3

This information does not constitute any warranty of energy costs or savings.

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Building Summary

Property

3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
3.2 F, B Ground.blg

Organization

Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS

Projected Rating
2019-02-22
Rating No: LLXR53ev
Rater ID: 6933532

Mandatory Requirements

IECC Requirements

Verified IECC 06	false
Verified IECC 09	false
Verified IECC 12	false
Verified IECC 15	true
Verified IECC 18	false
Verified NY-ECCC 2016	false
Verified IECC MI	false
Verified IECC NC 2018	false

EPA Requirements

Rater certifies that the home complies with the following requirements for:

ENERGY STAR v3.0

- Rater Design Review Checklist
- Rater Field Checklist
- HVAC Design Report
- HVAC Commissioning Checklist (optional)

ENERGY STAR Version 3 Appliances	Amount
Refrigerators	1
Ceiling Fans	0
Exhaust Fans	1
Dishwashers	1

ENERGY STAR Multi-Family Checks

- Clothes washer is in a category with no ENERGY STAR options. NA
- Clothes dryer is in a category with no ENERGY STAR options. NA
- Apt or Townhome uses 'Class AW' Windows. NA

ENERGY STAR Version 3 Basements

Basement Wall Area 50% Below Grad:	false
Basement Floor Area	0.00
Slab Insulation Exemption:	false
Indoor airPlus Verification Checklist	false

EPA Field App ID

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Building Summary

Property

3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
3.2 F, B Ground.blg

Organization

Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS

Projected Rating
2019-02-22
Rating No: LLXR53ev
Rater ID: 6933532

DOE Zero Energy Ready Home

Home Builder ID Number

Mandatory Requirements

Verified Fenestration	false
Verified Insulation	false
Verified Duct Location	false
Verified Appliance	false
Verified Lighting	false
Verified Fan Efficiency	false
Verified Water Efficiency	false
Verified EPA Indoor airPLUS	false
Verified Renewable Energy Ready Solar Electric	false

Optional Home Builder Commitments for Recognition

Certified under the EPA WaterSense for New Homes Program	No
Certified under the IBHS fortified for Safer Living Program	No
Followed the DOE Zero Energy Ready Home Quality Management Guidelines	No
The buyer of this home signed a waiver giving DOE Zero Energy Ready Home access to utility bill data for one year.	No

Active Solar

System Type	None
Collector Loop Type	None
Collector Type	None
Collector Orientation	None
Area(sq ft)	0.0
Tilt(degrees)	0.0
Volume(cu ft/gal)	0.0

REM/Rate - Residential Energy Analysis and Rating Software v15.7.3

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Fuel Summary

Property
3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
3.2 F, B Ground.blg

Organization
Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS
Projected Rating
2019-02-22
Rating No: LLXR53ev
Rater ID: 6933532

Annual Energy Cost	\$/yr
Electric	1337

Annual End-Use Cost	\$/yr
Heating	362
Cooling	95
Water Heating	289
Lights & Appliances	591
Photovoltaics	-0
Service Charge	76
Total	1413

Annual End-Use Consumption	
Heating (kWh)	2615
Cooling (kWh)	688
Water Heating (kWh)	2085
Lights & Appliances (kWh)	4258
Total (kWh)	9646

Annual Energy Demands	kW
Heating	4.1
Cooling	1.0
Water Heating (Winter Peak)	0.4
Water Heating (Summer Peak)	0.3
Lights & Appliances (Winter Peak)	0.4
Lights & Appliances (Summer Peak)	0.7
Total Winter Peak	4.9
Total Summer Peak	2.0

Utility Rates	
Electricity	Dominion Energy*

Lights and Appliances

Property
3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
3.2 F, B Ground.blg

Organization
Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS
Projected Rating
2019-02-22
Rating No: LLXR53ev
Rater ID: 6933532

Electric Consumption

	kWh/yr
Interior Lighting	563.1
Exterior Lighting	43.5
Garage Lighting	25.0
Refrigerator	395.0
Freezer	0.0
Dishwasher	136.3
Oven/Range	448.0
Clothes Washer	38.5
Clothes Dryer	517.2
Mechanical Ventilation Fan	122.6
Ceiling Fan	0.0
Plug Loads	1968.6
Total	4258.0

Annual Energy Cost

	\$/yr
Interior Lighting	78
Exterior Lighting	6
Garage Lighting	3
Refrigerator	55
Freezer	0
Dishwasher	19
Oven/Range	62
Clothes Washer	5
Clothes Dryer	72
Mechanical Ventilation Fan	17
Ceiling Fan	0
Plug Loads	273
Total	591

REM/Rate - Residential Energy Analysis and Rating Software v15.7.3

This information does not constitute any warranty of energy costs or savings.

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FirstEnergy Pennsylvania Energy Efficient New Home Report

Property
3846 King St
Alexandria, VA 22302

Weather: Washington, DC
Initial House Design
3.2 F, B Ground.blg

Organization
Pando Alliance
703-517-4345
Michael Sumpter

Builder

HERS
Projected Rating
2019-02-22
Rating No: LLXR53ev
Rater ID: 6933532

Projected Rating: Based on Plans - Field Confirmation Required.

This home uses 23% less energy than a standard new home.

It qualifies for participation in the New Homes Program at the 15% savings over code + ENERGY STAR 3.0 level

Annual Consumption(MMBtu/yr)

	Firstenergy	
	Reference	As Designed
Heating	12.0	10.2
Cooling	4.4	3.5
Water Heating	9.7	7.1
Lights & Appliances	19.9	14.5
Photovoltaics	-0.0	-0.0
Total	46.0	35.3

Normalized, Modified End-Use Loads(MMBtu/yr)

	ENERGY	
	STAR v3.0	As Designed
Heating	21.0	15.6
Cooling	10.0	6.6
Water Heating	9.0	6.4
Lights & Appliances	18.4	14.5
Total	58.5	43.2
HERS Index	79	62



This home **MEETS** the requirements for designation
as an EPA ENERGY STAR Qualified Home under version 3.0.

This home is predicted to save 3102 kWh over a standard new home.

Annual End-Use Consumption	Reference	As Designed	Diff
Heating (kWh)	3395	2871	524
Cooling (kWh)	1048	813	234
Water Heating (kWh)	2848	2083	766
Lights & Appliances (kWh)	5836	4258	1578

REM/Rate - Residential Energy Analysis and Rating Software v15.7.3

This information does not constitute any warranty of energy costs or savings.

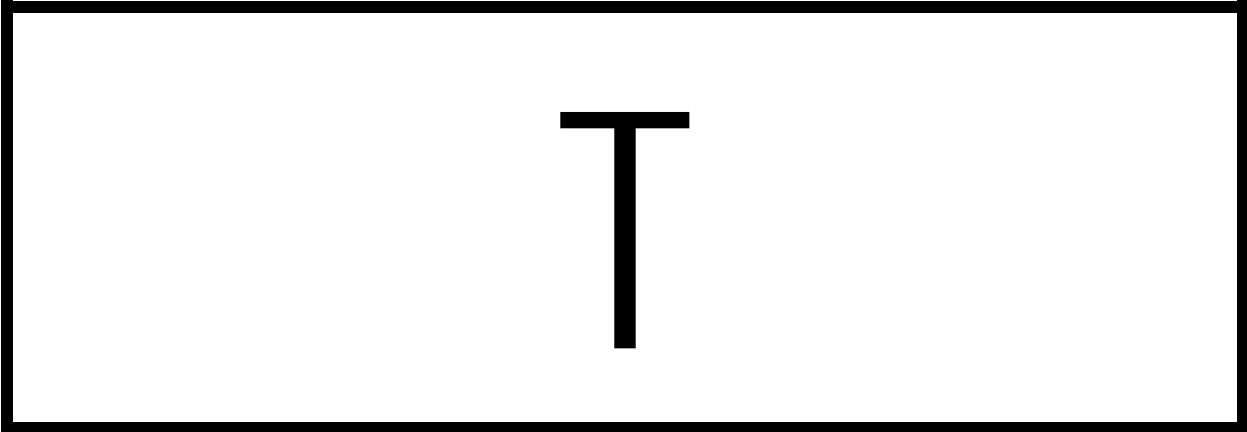
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© Performance Systems Development

S

Supportive Housing
Certification

N/A



T

Funding Documentation



Office of Housing
421 King Street, Suite 200
Alexandria, Virginia 22314
703-746-4990

March 11, 2019

Mr. John D. Bondurant
Director, Low Income Housing Tax Credit Program
Virginia Housing Development Authority
601 South Belvidere Street
Richmond, Virginia 23220

Re: City of Alexandria's Subsidized Funding Commitment of \$7.65 Million for Fairlington Presbyterian

VHDA Tracking Number: 2019-C- 30
Development Name: Fairlington Presbyterian
Name of Owner/Applicant: Wesley Fairlington LLC

Dear JD:

I am pleased to provide this confirmation regarding the City of Alexandria's firm commitment to make a loan of \$7.65 million to facilitate development of Fairlington Presbyterian:

This 81-unit affordable housing project, which has been created through a remarkable partnership between Wesley Housing Development Corporation (Wesley) and Fairlington Presbyterian Church, will provide a substantial new housing resource for the City of Alexandria in an area that now lacks committed affordable housing. Following an extensive community consultation process, Fairlington Presbyterian proposes a mix of one, two and three-bedroom units. All units will have universal design elements, and nine will be fully-accessible. Rents for the units at Fairlington Presbyterian will be affordable to households with incomes ranging from 30-60% AMI, and I'm happy to report that the project meets all objectives set out in the City's 2013 Housing Master Plan.

The \$7.65 million City loan to Wesley Fairlington LLC, which was unanimously approved by Alexandria City Council in November 2018, will be structured as a residual receipts loan with a 40-year term, at an interest rate below AFR (currently anticipated to be 2.0% per annum). The City loan will be part of a funding package that also includes VHDA or conventional debt and tax credit equity, among other sources. Besides the loan, the City has also allocated grant funds to provide project-based rental subsidies to create deep affordability for nine units.

If you have other questions about the City's financial commitment to Fairlington Presbyterian, or its support for Wesley, please contact me at 703-746-3088.

It is noted that it is the Alexandria City Council's practice to approve affordable housing loans and grants pursuant to business actions publicly noticed on the agenda, taken during scheduled meetings and memorialized in minutes which are subsequently reviewed and approved as the Action Docket. These actions have the same legal effect as a resolution which the City reserves for specific business matters related to land designations and/or to matters interpreting the state code. Please contact me or Deputy City Attorney Christina Zechman Brown if you have any questions regarding the City's financial commitment to Fairlington Presbyterian-2 or to City Council's practices as they relate to housing loan/grant approvals and their legal effect.

Thank you for your courtesies.

Sincerely,



Helen S. McIlvaine
Director

City of Alexandria

*301 King St., Room 2400
Alexandria, VA 22314*



Action Docket - Final

Saturday, November 17, 2018

9:30 AM

Council Chambers

City Council Public Hearing

OPENING

1. Calling the Roll.

Mayor Silberberg called the meeting to order and the Deputy City Clerk called the roll. All members of Council were present.

City Council received a presentation from Mr. Jinks and Ms. Landrum regarding the Amazon Headquarter, Virginia Tech Innovation campus, and the development of National Landing in Arlington and Alexandria.

2. Public Discussion Period.

The following persons participated in the public discussion period:

1. Bert Ely, 200 S. Pitt Street, spoke about the impact of the Amazon headquarter on traffic, housing, and employment in the City.

2. Janice Grenadier, 15 W. Spring Street, spoke about her issues with the judicial issues and the inability to resolve her issues with the judiciary.

[The period is restricted to items not listed on the docket. The first 15 speakers will be heard under item #2 at the beginning of the meeting. Any remaining speakers will be heard at the conclusion of the docketed items.]

REPORTS OF BOARDS, COMMISSIONS AND COMMITTEES

ACTION CONSENT CALENDAR (3-6)

Planning Commission

3. [19-1381](#) Special Use Permit #2018-0086
215 South Union Street - B. Doughnut
Public hearing and consideration of a request for a special use permit to operate a restaurant; zoned: W-1/ Waterfront Mixed-use.
Applicant: LaPlata Doughnuts, LLC
Planning Commission Action: Recommended Approval 6-0.
4. [19-1383](#) Special Use Permit #2018-0087
300 Montgomery Street - Montgomery Center
Public hearing and consideration of a request for a special use permit for additional square footage for a projecting sign on the corner of North Fairfax Street and

Montgomery Street; zoned: CRMU-X/ Commercial Residential Mixed-use (Old Town North).

Applicant: Bruce Machanic

Planning Commission Action: Recommended Approval 6-0.

5. [19-1384](#)

Master Plan Amendment #2018-0009

Rezoning #2018-0004

309 North Patrick Street

Public hearing and consideration of requests for: (A) an amendment to the Braddock Road Metro Station Small Area Plan to amend the land use designation from CL/ Commercial Low to RM/Residential Medium; (B) to rezone a lot from CL/ Commercial Low with a proffer to RB/ Townhouse; zoned: CL/Commercial Low with proffer.

Applicant: Zelaya Homes, LLC, represented by Mary Catharine Gibbs, attorney

Planning Commission Action: Recommended Approval 7-0.

6. [19-1390](#)

Rezoning #2018-0003

3050 Potomac Avenue and a portion of 3601 Jefferson Davis Highway - APTA
Rezoning

Public hearing and consideration of a request for an amendment to the official zoning map to change the zone at 3050 Potomac Avenue from CDD#10 to CDD#19 and to change the zone for a portion of 3601 Jefferson Davis Highway from CDD#19 to CDD#10; zoned: CDD#10 / Coordinated Development District #10 and CDD#19 / Coordinated Development District #19.

Applicant: CPYR Shopping Center, LLC and APTA Centennial Properties, LLC, represented by M. Catharine Puskar, attorney

Planning Commission Action: Recommended Approval 6-0.

END OF ACTION CONSENT CALENDAR

City Council approved docket items 4, 5, and 6 as a block and approved docket item #3 separately. The recommendations were as follows:

3. City Council approved the Planning Commission recommendation under a separate motion.

4. City Council approved the Planning Commission recommendation.

5. City Council approved the Planning Commission recommendation.

6. City Council approved the Planning Commission recommendation.

REPORTS AND RECOMMENDATIONS OF THE CITY MANAGER

7. [19-1318](#) Public Hearing on the Proposed City Legislative Package for the 2019 Virginia General Assembly Session.
- (1) City Council held a public hearing on the proposed City Legislative Package for the 2019 Virginia General Assembly Session, and (2) City Council will adopt the Legislative Package on Tuesday, November 27 after a work session with the Alexandria General Assembly delegation to be held that same night.*
8. [19-1278](#) Public Hearing and Consideration of a Governance Recommendation for Torpedo Factory Art Center Vibrancy and Sustainability Plan.
- City Council: (1) directed the City Manager to develop, via a public process in coordination with stakeholders, a Torpedo Factory Art Center Vibrancy and Sustainability Plan, and bring that plan to City Council for consideration; (2) recognized that substantial capital funding, in the order of \$10 million to \$15 million, will be required in the decade ahead in order to address current and future Torpedo Factory Art Center facility deficiencies, as well as to address to-be-determined future program needs; and (3) affirmed that the City of Alexandria Office of the Arts will continue as the long-term managing entity responsible for management and operations of the Torpedo Factory Art Center.*
9. [19-1409](#) Public Hearing and Consideration of a renewed Five Year License Agreement with Five-Year License Agreement with Zayo Group LLC to Permit Zayo Group LLC.'S Existing Conduits and Fiber Optic Cables to Remain in the City of Alexandria's Public Rights-Of-Ways and to Allow Placement of Additional Conduits and Fiber Optic Cable Telecommunication Services, Not Cable Television Services in the City of Alexandria.
- City Council approved the attached five-year license agreement with Zayo, and authorized the City manager to execute the license agreement and to take any other actions that are necessary to implement the agreement.*
10. [19-1347](#) Consideration and Public Hearing to place a memorial plaque at the Windmill Hill Park shoreline commemorating Captain Ryan Wojtanowski's service to the community as an advocate for environmental stewardship.
- City Council held a Public Hearing and approved the recommendation of the City Council Naming Committee to place a plaque at the Windmill Hill Park shoreline commemorating Captain Ryan Wojtanowski.*

REPORTS OF BOARDS, COMMISSIONS AND COMMITTEES (continued)

Planning Commission (continued)

11. [19-1386](#) Text Amendment #2018-0010
Consolidation of the Boards of Architectural Review
Public hearing and consideration of a text amendment to the Zoning Ordinance to amend Article X and add Section 10-400 to create the Alexandria board of architectural review and dissolve the Old and Historic Alexandria District and

Parker-Gray District boards of architectural review and to amend Sections 6-403, 7-802, 8-200, 8-602, 9-301, and 11-513 to change the references to the Alexandria board of architectural review.

Staff: City of Alexandria Department of Planning and Zoning

Planning Commission Action: Recommended Approval 7-0.

City Council approved the Planning Commission recommendation.

12. 19-1385

Development Special Use Permit #2017-0006

Transportation Management Plan Special Use Permit #2018-0048

3846 King Street - Fairlington Presbyterian Church

Public hearing and consideration of requests for: (A) a development special use permit and site plan with modifications to construct a multifamily residential building including a special use permit to increase the floor area ratio in exchange for affordable housing units pursuant to Section 7-700 of the Zoning Ordinance and an extension in the period in which construction must be commenced under Section 11-418 of the Zoning Ordinance; and (B) a special use permit for a tier 1 transportation management plan; zoned: RA/Multifamily.

Applicants: Wesley Housing Development Corporation and Fairlington Presbyterian Church Corporation, represented by Duncan Blair, attorney

Planning Commission Action: Recommended Approval 7-0.

City Council approved the Planning Commission recommendation.

13. 19-1289

Consideration of Requests for a Loan of Up to \$7.65 Million to Wesley Housing Development Corporation (Wesley) for the Fairlington Presbyterian Church Affordable Housing Development, for a Rental Assistance Grant of \$270,000 and for Adoption of a Resolution Designating the Development Site a Revitalization Area. [ROLL-CALL VOTE] **(This is not a public hearing item)**

City Council (a) approved a loan of up to \$7.65 million to Wesley (including \$400,000 previously approved for predevelopment) for development of 81 affordable rental units; (b) approved a grant of \$270,000 to provide rental assistance subsidies, pursuant to the City's pilot program, to help make nine units deeply affordable; (c) adopted a Resolution Designating the Project Site a Revitalization Area pursuant to VA Code Section 36-55.30.2; and (d) authorized the City Manager to execute all documents related to the City loan and its support for Wesley's application for low income housing tax credits. (RES. NO. 2856)

14. 19-1389

Master Plan Amendment #2018-0008

Text Amendment #2018-0014

Coordinated Development District Concept Plan Amendment #2018-0006

Development Special Use Permit #2018-0002

2602 Main Line Boulevard (2600 and 2606 Main Line Boulevard) - Potomac

Yard Landbay H - West Silverstone

Public hearing and consideration of requests for: (A) an amendment to the Potomac Yard/Potomac Greens small area plan chapter of the Master Plan to amend the uses in CDD#10/Coordinated Development District #10 to include home for the elderly/life care facility; (B) initiation of and a text amendment to the Zoning Ordinance to amend the provisions of Section 5-602 to amend the allowable office square footage and add maximum square footage/dwelling units for home for the elderly/life care facility in CDD#10/Coordinated Development District #10; (C) an amendment to the previously approved CDD#2017-0001 Conceptual Design Plan to convert a portion of the office use within Landbay H and add home for the elderly/life care facility use; and (D) a development special use permit and site plan with modifications to construct two home for the elderly/life care facility buildings, with ground floor retail on the south building, including special use permit requests for bonus height for the provision of affordable housing per Section 7-700 of the Zoning Ordinance, for an additional mechanical penthouse on each building, for penthouses in excess of 15 feet in height, for a parking increase, and for a loading space reduction; zoned: CDD#10/Coordinated Development District #10 (Potomac Yard/Potomac Greens Small Area Plan).

Applicants: City of Alexandria (Text Amendment only). Silverstone Alexandria, LP c/o Silverstone Senior Living, represented by M. Catherine Puskar, attorney
Planning Commission Action: Recommended Approval 6-0.

City Council approved the Planning Commission recommendation.

15. [19-1388](#)

Rezoning #2018-0008

Development Special Use Permit #2016-0038

Transportation Management Plan Special Use Permit #2018-0085

1604-1614 King Street and 1604 Dechantal Street - King Street Condos

Public hearing and consideration of a request for: (A) an amendment to the official zoning map to change the zone at 1604 Dechantal Street from OCH to KR; (B) a development special use permit and site plan with modifications to construct a 49-unit multifamily dwelling and convert the existing townhouses to 10 multifamily dwelling units, including a special use permit request to increase the floor area ratio from 2.0 to 3.0 in the KR zone; (C) a special use permit for a transportation management plan; zoned KR / King Street Urban Retail and OCH / Office Commercial High.

Applicant: City of Alexandria (Rezoning only). Dechantal Associates, Inc.
Planning Commission Action: Recommended Approval 6-0.

City Council approved the Planning Commission recommendation.

16. [19-1408](#) Recommendation: Eisenhower West-Landmark Van Dorn Developer Contribution Policy
Staff: City of Alexandria Department of Planning and Zoning
Planning Commission Action: Recommended Approval 6-0.
City Council approved the Planning Commission recommendation.

ORDINANCES AND RESOLUTIONS

City Council approved docket items 17, 18, 19, 20, and 21 as a block.

City Council approved item no. 22 under a separate motion.

City Council approved docket items 23, 24, 25, 26, 27, 28, 29, 30, and 31 as a block.

City Council approved docket item no. 32 under a separate motion.

17. [19-1260](#) Public Hearing, Second Reading, and Final passage of an ordinance to amend and reordain Section 2-4-114 (CREATION, COMPOSITION AND ORGANIZATION) of Article O (GEORGE WASHINGTON BIRTHDAY CELEBRATION COMMITTEE) of Chapter 4 (COMMITTEES, BOARDS AND COMMISSIONS) of Title 2 (GENERAL GOVERNMENT) of the Code of the City of Alexandria, Virginia, 1981, as amended. [ROLL-CALL VOTE]
City Council adopted an ordinance to amend and reordain Section 2-4-114 (CREATION, COMPOSITION AND ORGANIZATION) of Article O (GEORGE WASHINGTON BIRTHDAY CELEBRATION COMMITTEE) of Chapter 4 (COMMITTEES, BOARDS AND COMMISSIONS) of Title 2 (GENERAL GOVERNMENT) of the Code of the City of Alexandria, Virginia, 1981, as amended. (ORD. NO. 5166)
18. [19-1262](#) Public Hearing, Second Reading, and Final Passage of an ordinance to amend and reordain Section 2-4-150 (CREATION, COMPOSITION, ORGANIZATION AND TERM) of Article T (CITIZEN CORPS COUNCIL) of Chapter 4 (COMMITTEES, BOARDS AND COMMISSIONS) of Title 2 (GENERAL GOVERNMENT) of the Code of the City of Alexandria, Virginia, 1981, as amended. [ROLL-CALL VOTE]
City Council adopted an ordinance to amend and reordain Section 2-4-150 (CREATION, COMPOSITION, ORGANIZATION AND TERM) of Article T (CITIZEN CORPS COUNCIL) of Chapter 4 (COMMITTEES, BOARDS AND COMMISSIONS) of Title 2 (GENERAL GOVERNMENT) of the Code of the City of Alexandria, Virginia, 1981, as amended. (ORD. NO. 5167)
19. [19-1264](#) Public Hearing, Second Reading, and Final Passage of an ordinance to amend and reordain Section 3-2-353 (CONTESTED PARKING CITATIONS) of Article S (PAYMENT, CONTEST AND ENFORCEMENT OF PARKING CITATIONS) of Chapter 2 (TAXATION) of Title 3 (FINANCE, TAXATION

AND PROCUREMENT) of the Code of the City of Alexandria, Virginia, 1981, as amended. [ROLL-CALL VOTE]

City Council adopted an ordinance to amend and reordain Section 3-2-353 (CONTESTED PARKING CITATIONS) of Article S (PAYMENT, CONTEST AND ENFORCEMENT OF PARKING CITATIONS) of Chapter 2 (TAXATION) of Title 3 (FINANCE, TAXATION AND PROCUREMENT) of the Code of the City of Alexandria, Virginia, 1981, as amended. (ORD. NO. 5168)

20. [19-1266](#) Public Hearing, Second Reading, and Final Passage of an ordinance to amend and reordain Article A (GENERAL PROVISIONS) of Chapter 4 (COMMITTEES, BOARDS AND COMMISSIONS) of Title 2 (GENERAL GOVERNMENT) of the Code of the City of Alexandria, Virginia, 1981, as amended. [ROLL-CALL VOTE]
- City Council adopted an ordinance to amend and reordain Article A (GENERAL PROVISIONS) of Chapter 4 (COMMITTEES, BOARDS AND COMMISSIONS) of Title 2 (GENERAL GOVERNMENT) of the Code of the City of Alexandria, Virginia, 1981, as amended. (ORD. NO. 5169)*
21. [19-1268](#) Public Hearing, Second Reading, and Final Passage of an ordinance to amend and reordain Chapter 14 (Delivery of Unsolicited Publications) of Title 9 (Licensing and Regulation) of the Code of the City of Alexandria, Virginia, 1981, as amended. [ROLL-CALL VOTE]
- City Council adopted an ordinance to amend and reordain Chapter 14 (Delivery of Unsolicited Publications) of Title 9 (Licensing and Regulation) of the Code of the City of Alexandria, Virginia, 1981, as amended. (ORD. NO. 5170)*
22. [19-1302](#) Public Hearing, Second Reading and Final Passage of an Ordinance to add Section 2-129.1 (CONGREGATE RECREATIONAL FACILIITIES) of Article II (DEFINITIONS) and to amend and reordain Section 6-105 (SPECIAL USES) and 6-403 (GENERAL REGULATIONS AND EXCEPTIONS) of Article VI (SPECIAL OVERLAY ZONES) of the City of Alexandria Zoning Ordinance, in accordance with the text amendment heretofore approved by city council as Text Amendment No. 2018-0007 (Implementation Ordinance for Text Amendment No. 2018-0007 approved by City Council on October 13, 2018). [ROLL-CALL VOTE]
- City Council adopted an ordinance to add Section 2-129.1 (CONGREGATE RECREATIONAL FACILIITIES) of Article II (DEFINITIONS) and to amend and reordain Section 6-105 (SPECIAL USES) and 6-403 (GENERAL REGULATIONS AND EXCEPTIONS) of Article VI (SPECIAL OVERLAY ZONES) of the City of Alexandria Zoning Ordinance, in accordance with the text amendment heretofore approved by city council as Text Amendment No. 2018-0007. (ORD. NO. 5171)*
23. [19-1304](#) Public Hearing, Second Reading and Final Passage of an Ordinance to amend and reordain the Master Plan of the City of Alexandria, Virginia, by adopting and incorporating therein the amendment heretofore approved by city council to the Beauregard Small Area Plan chapter of such master plan as Master Plan

Amendment No. 2018-00005 and no other amendments, and to repeal all provisions of the said master plan as may be inconsistent with such amendment (Implementation Ordinance for Master Plan Amendment No. 2018-00005 associated with Monday Properties approved by City Council on October 13, 2018). [ROLL-CALL VOTE]

City Council adopted an ordinance to amend and reordain the Master Plan of the City of Alexandria, Virginia, by adopting and incorporating therein the amendment heretofore approved by city council to the Beauregard Small Area Plan chapter of such master plan as Master Plan Amendment No. 2018-00005 and no other amendments, and to repeal all provisions of the said master plan as may be inconsistent with such amendment. (ORD. NO. 5172)

24. [19-1306](#)

Public Hearing, Second Reading and Final Passage of an Ordinance to amend and reordain Section 5-602(A) (Coordinated development districts created, consistency with master plan, required approvals) of Article V (MIXED USE ZONES) of the City of Alexandria Zoning Ordinance, in accordance with the text amendment heretofore approved by city council as Text Amendment No. 2018-00006 (Implementation Ordinance for Text Amendment No. 2018-00006 associated with Monday Properties approved by City Council on October 13, 2018). [ROLL-CALL VOTE]

City Council adopted an ordinance to amend and reordain Section 5-602(A) (Coordinated development districts created, consistency with master plan, required approvals) of Article V (MIXED USE ZONES) of the City of Alexandria Zoning Ordinance, in accordance with the text amendment heretofore approved by city council as Text Amendment No. 2018-00006. (ORD. NO. 5173)

25. [19-1308](#)

Public Hearing, Second Reading and Final Passage of an Ordinance to amend and reordain Sheet No. 055.01 of the "Official Zoning Map, Alexandria, Virginia," adopted by Section 1-300 (OFFICIAL ZONING MAP AND DISTRICT BOUNDARIES), of the City of Alexandria Zoning Ordinance, by rezoning the properties at 1, 11, 44, 66, and 99 Canal Center Plaza from, W-1 to CRMU-H with proffers in accordance with the said zoning map amendment heretofore approved by city council as Rezoning No. 2017-0003 (Implementation Ordinance for Rezoning No. 2017-0003 associated with Canal Center Rezoning approved by City Council on October 13, 2018). [ROLL-CALL VOTE]

City Council adopted an ordinance to amend and reordain Sheet No. 055.01 of the "Official Zoning Map, Alexandria, Virginia," adopted by Section 1-300 (OFFICIAL ZONING MAP AND DISTRICT BOUNDARIES), of the City of Alexandria Zoning Ordinance, by rezoning the properties at 1, 11, 44, 66, and 99 Canal Center Plaza from, W-1 to CRMU-H with proffers in accordance with the said zoning map amendment heretofore approved by city council as Rezoning No. 2017-0003. (ORD. NO. 5174)

26. [19-1310](#)

Public Hearing, Second Reading and Final Passage of an Ordinance to authorize the owner of the property located at 699 Prince Street to construct and maintain an encroachment for a marquee awning at that location. (Implementation Ordinance for Encroachment No. 2018-0005 associated with 114 South Washington Street and

699 Prince Street approved by City Council on October 13, 2018). [ROLL-CALL VOTE]

City Council adopted an ordinance to authorize the owner of the property located at 699 Prince Street to construct and maintain an encroachment for a marquee awning at that location. (ORD. NO. 5175)

27. [19-1335](#) Public Hearing, Second Reading, and Final Passage of an Ordinance authorizing the owner of the property located at 815 Green Street to construct and maintain an encroachment into the public right-of-way at that location for a fence and existing steps (Implementation Ordinance for Encroachment approved by City Council on September 15, 2018). [ROLL-CALL VOTE]

City Council an Ordinance authorizing the owner of the property located at 815 Green Street to construct and maintain an encroachment into the public right-of-way at that location for a fence and existing steps. (ORD. NO. 5176)

28. [19-1336](#) Public Hearing, Second Reading, and Final Passage of an Ordinance Authorizing the Owners of the Property Located at 2701 Dewitt Avenue to Establish and Maintain an Encroachment into the Public Right-of-Way at that Location along the Frontage of Dewitt Avenue and East Randolph Avenue for an Existing Fence (Implementation Ordinance for an Encroachment Approved by City Council on September 15, 2018). [ROLL-CALL VOTE]

City Council an ordinance Authorizing the Owners of the Property Located at 2701 Dewitt Avenue to Establish and Maintain an Encroachment into the Public Right-of-Way at that Location along the Frontage of Dewitt Avenue and East Randolph Avenue for an Existing Fence. (ORD. NO. 5177)

29. [19-1342](#) Public Hearing, Second Reading, and Final passage of an Ordinance Authorizing the Owner of the Property Located at 1620 Prince Street to Construct and Maintain an Encroachment into the Sidewalk Right-of-Way at that Location for the Installation of Two Bollards (Implementation Ordinance for the Hilton Garden Inn Encroachment Authorized by City Council on October 13, 2018). [ROLL-CALL VOTE]

City Council adopted an ordinance Authorizing the Owner of the Property Located at 1620 Prince Street to Construct and Maintain an Encroachment into the Sidewalk Right-of-Way at that Location for the Installation of Two Bollards. (ORD. NO. 5178)

30. [19-1346](#) Public Hearing, Second Reading, and Final Passage of an Ordinance Authorizing the Owners of the Property Located at 100 East Luray Avenue to Construct and Maintain an Encroachment into the Public Right-of-Way at that Location for a Fence and Side Yard Access. [ROLL-CALL VOTE]

City Council adopted an ordinance Authorizing the Owners of the Property Located at 100 East Luray Avenue to Construct and Maintain an Encroachment into the Public Right-of-Way at that Location for a Fence and Side Yard Access. (ORD. NO. 5179)

- 31. [19-1413](#) Public Hearing, Second Reading and Final Passage of an Ordinance to Make Supplemental Appropriations for the Support of the City Government for Fiscal Year 2019. (PRIMARY ORDINANCE) [ROLL-CALL VOTE]
City Council an ordinance to Make Supplemental Appropriations for the Support of the City Government for Fiscal Year 2019. (ORD. NO. 5180)

- 32. [19-1415](#) Public Hearing, Second Reading and Final Passage of an Ordinance to Make a Supplemental Appropriation for the Support of the City Government for Fiscal Year 2019 (**Union Station Project**). [ROLL-CALL VOTE]
City Council adopted an ordinance to Make a Supplemental Appropriation for the Support of the City Government for Fiscal Year 2019 (Union Station Project). (ORD. NO. 5181)

REPORTS OF BOARDS, COMMISSIONS AND COMMITTEES (continued)

DEFERRAL/WITHDRAWAL CONSENT CALENDAR

Planning Commission (continued)

None.

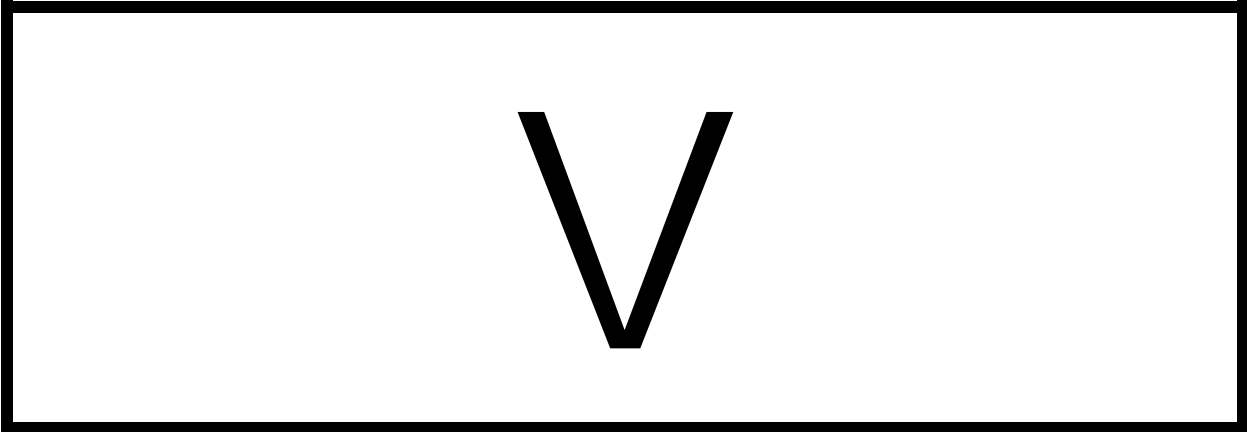
The meeting was adjourned to 4:13 p.m.

NOTE: The action docket is a summary of Council's meeting deliberations prepared largely for staff follow up. Formal minutes of the meeting, when approved by Council become the official record of the meeting and of Council decisions made at the meeting.

U

Documentation to
Request Exception to
Restriction-Pools with
Little/No Increase in Rent
Burdened Population

N/A



V

Nonprofit or LHA Purchase
Option or Right of First
Refusal

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Attn: Erik T. Hoffman

RIGHT OF FIRST REFUSAL AND PURCHASE OPTION AGREEMENT

This Agreement (this “**Agreement**”) is made as of March 13, 2019 by and between Wesley Fairlington LLC, a Virginia limited liability company (the “**Company**”), and Wesley Housing Development Corporation of Northern Virginia, a Virginia non-stock corporation (“**Grantee**”).

RECITALS

A. Wesley Fairlington Managing Member LLC (the “**Managing Member**”), entered into that certain Operating Agreement dated as of March 13, 2019 (the “**Initial Operating Agreement**”); and

B. It is anticipated that the Managing Member and an investor member (the “**Investor Member**”) may enter into an Amended and Restated Operating Agreement (“**Operating Agreement**”), which would then govern the operations of the Company upon the execution thereof and admission of the Investor Member as a member of the Company; and

C. The Company was formed for the purpose of acquiring, owning or leasing, developing, constructing and/or rehabilitating, leasing, managing, operating, and, if appropriate or desirable, selling or otherwise disposing of a residential project, including all improvements, rights, fixtures, personalty, reserves established therefor, located in the City of Alexandria, Virginia on a parcel of land (the “**Project**”) described on the attached Exhibit A; and

D. The Company desires to give, grant, bargain, sell and convey (i) the Refusal Right (defined below) to Grantee, or such other governmental or qualified Section 501(c)(3) organization as may be designed by the Grantee, and (ii) the Purchase Option (defined below) to Grantee, on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

1. Grant of Refusal Right. In the event the Company determines to sell, transfer, assign or ground lease all or substantially all of the Company’s interest in the Project (a “**Proposed Sale**”), or if the Company receives an offer to purchase the Project which offer the Company intends to accept (which acceptance will not require the approval of the Investor Member) and such offer merely must contain the purchase price and basic terms of the proposed sale to be considered bona fide or acceptable (the “**Offer**”), Grantee will have a right of first refusal to purchase the Project (the “**Refusal Right**”) for a period of thirty-six (36) months (the “**Refusal Right Period**”) following (i) Grantee’s receipt of the Disposition Notice (defined below) and (ii) the expiration of the Compliance Period (as defined in Section 42 of the Internal Revenue Code (“**Code**”)), on the terms and conditions set forth in this Agreement and subject to the conditions precedent to exercise of the Refusal Right specified below. A Proposed Sale will be subject to the approval of the Investor Member, which approval will not be unreasonably conditioned, delayed, or denied and such review will be solely based on confirmation of the Refusal Purchase Price defined in Section 2 hereof. The Managing Member shall have the right to cause the Company to market the Project beginning one year prior to the expiration of the Compliance Period and no consent from the Investor Member shall be required in connection with same. Prior to accepting any Offer or Proposed

Sale (the term “sale” hereafter including any transfers or ground leases as aforesaid), the Company will deliver to the Managing Member, Investor Member, and Grantee written notice of such Offer or Proposed Sale (a “**Disposition Notice**”), which Disposition Notice will state the price, the proposed use of the Project, the seller financing offered, if any, and all other material terms of the sale, and, if a written contract or offer has been signed, a copy of the same will be delivered with the Disposition Notice. The Investor Member’s failure to object in writing to the Proposed Sale within ten (10) days after its receipt of the Disposition Notice, will be deemed consent to such transaction. In addition to all other applicable conditions set forth in this Agreement, (a) the foregoing grant of the Refusal Right will be effective only if Grantee is currently a governmental entity or qualified nonprofit organization, as defined in Section 42(h)(5)(c) of the Code, and remains such at all times as of (i) the date that the Refusal Right has been exercised and the resulting purchase and sale has been closed or (ii) the date that the Refusal Right has been assigned to a Permitted Assignee (defined below), and (b) any assignment of the Refusal Right permitted under this Agreement and the Refusal Right so assigned will be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee described in Paragraph 7 hereof. The Company will not accept any Offer or consummate a Proposed Sale unless and until the Refusal Right has expired without exercise or has been waived by Grantee.

2. Refusal Right Purchase Price. The purchase price for the Project (the “**Refusal Purchase Price**”) pursuant to the Refusal Right will be the lesser of:

2.1. The price in the Disposition Notice, provided such price is not less than the fair market value of the Project subject to all restrictive covenants or other agreements regarding use of the Project as affordable housing, any such appraisal to be made by an MAI appraiser with at least five years’ experience appraising affordable multifamily rental properties who is selected by Grantee (“**Qualified Appraiser**”), or

2.2. The greater of (A) the sum of the principal amount of outstanding indebtedness secured by the Project (other than indebtedness incurred within the 5-year period ending on the closing on the sale of the Project) and all Federal, state and local taxes attributable to such sale; or (B) the outstanding indebtedness of the Company in connection with the Project, including principal, interest, trade payables and all other amounts due under all outstanding loans on the date of sale plus \$1.00, less the amount of the Company’s cash accounts (operating accounts, escrows, reserves, and deposits) and receivables. Clause (A) is intended to comply with and be interpreted and calculated consistently with the provisions of Section 42(i)(7)(B) of the Code. In the absence of formal IRS guidance or legal precedents to the contrary, the phrase “principal amount of outstanding indebtedness” will exclude any accrued interest owed. In the event that accrued interest is determined to be included in the phrase “principal amount of outstanding indebtedness,” then, in the absence of formal IRS guidance or legal precedent to the contrary, the phrase “other than indebtedness incurred with the 5-year period ending on the Closing Date” will include any accrued interest incurred in the 5-year period ending on the Closing Date that remains unpaid as of that date.

The Company agrees to accept Grantee’s computation of the amount described in this Paragraph 2.2 if the method of computation is supported by an opinion of a national or regional law firm with recognized expertise in matters relating to Section 42 of the Code.

3. Exercise of Refusal Right. In the event that Grantee elects to exercise the Refusal Right, it will give the Company written notice of its intent to exercise the Refusal Right (the “**Refusal Notice**”) and will specify a date for delivery of the deed that is not less than ninety (90) days and no more than two hundred seventy (270) days after the Grantee’s delivery of the Refusal Notice. Subject to the prior consent of all lenders necessary so that such assumption does not violate any of the Project loan documents (“**Required Consent**”), Grantee may pay all or a portion of the Refusal Purchase Price by

assuming all or any portion of the existing indebtedness of the Company. The Company agrees upon request of Grantee to use its best efforts to obtain the Required Consent.

4. Grant of Option to Purchase. The Company hereby grants to Grantee an option (the “**Purchase Option**”) to purchase the Project for a period of sixty (60) months following the expiration of the Compliance Period, on the terms and conditions and subject to the conditions precedent specified in this Agreement.

5. Purchase Option Purchase Price. The purchase price for the Project (the “**Purchase Option Price**”) pursuant to the Purchase Option will be the fair market value of the Project, as determined by an appraisal conducted by a Qualified Appraiser, using the income capitalization method of valuation, and assuming that the rent restrictions and any other restrictive covenants in effect during the Compliance Period will remain in effect in perpetuity.

6. Exercise of Option. In the event that Grantee elects to exercise the Purchase Option, it will give the Company written notice thereof (the “**Option Notice**”) and will specify a date for delivery of the deed not less than ninety (90) days and no more than two hundred seventy (270) days after the Grantee’s delivery of the Option Notice. Subject to obtaining the Required Consent, Grantee may pay all or a portion of the Purchase Option Price by assuming all or any portion of the existing indebtedness of the Company. The Company agrees upon request of Grantee to use its best efforts to obtain the Required Consent.

7. Assignment. Grantee may assign all or any of (1) its Refusal Rights under this Agreement to (a) a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the code, (b) a government agency, or (c) a tenant organization (in cooperative form or otherwise) or resident management corporation of the Project (each of the foregoing, a “**Permitted Assignee**”) or (2) its Purchase Option rights under this Agreement to a Permitted Assignee or another assignee that agrees to maintain the Project as low- and moderate-income housing. Prior to any assignment or proposed assignment of its rights hereunder, Grantee will give written notice thereof to the Company and the Managing Member. Upon any permitted assignment hereunder, references in this Agreement to Grantee will mean the Permitted Assignee where the context so requires, subject to all applicable conditions to the effectiveness of the rights granted under this Agreement and so assigned. No assignment of Grantee’s rights hereunder will be effective unless and until the Permitted Assignee enters into a written agreement accepting the assignment and assuming all of Grantee’s obligations under this Agreement and copies of such written agreement are delivered to the Company and the Managing Member. Except as specifically permitted in this Agreement, Grantee’s rights hereunder will not be assignable.

8. Contract and Closing. If necessary, the Company and Grantee will enter into a written contract for the purchase and sale of the Project in accordance with this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Project is located. Such contract will permit sufficient time to apply for the so-called nine percent (9%) tax credits, and if unsuccessful, determine if tax exempt bond financing with four percent (4%) tax credits is feasible during the financial feasibility period and sufficient time to close on such financing or alternative financing in the sole discretion of the Grantee. The following provisions will apply to any sale of the Project pursuant to the Refusal Right or Purchase Option granted hereunder:

8.1. the place for the delivery of the deed or other recorded transfer documents will be the land records of the proper local jurisdiction of the Commonwealth of Virginia or such other location as is mutually acceptable to the Grantee and the Company.

8.2. in any sale pursuant to this Agreement, the Project will be conveyed in “as is” condition, with all defects, and the Company will have no obligation to make any repairs or improvements in connection with such sale.

8.3. Upon receipt of an Option Notice or Refusal Notice from the Grantee exercising the Purchase Option or Refusal Right, the Company will promptly provide to the Grantee an abstract of title or registered property abstract to the Project, certified to a current date to include, without limitation, proper searches covering bankruptcies, judgments, and state and federal liens. At the closing, the Company will deliver to the Grantee a good and sufficient Special Warranty Deed conveying good and clear record and marketable title to the Project, subject only to those liens and encumbrances set forth on the abstract of title, subject to liens in favor of such lenders whose debt is to be assumed and to such other encumbrances which do not materially interfere with the use of the Project as affordable residential housing. At the closing, the parties will make equitable adjustments for items as are typically adjusted in connection with the transfer of multifamily housing such as the Project.

8.4. Exercise of the Purchase Option or Refusal Right by the Grantee will operate to terminate and extinguish any purchase agreement between the Company and any other party or parties thereto, and such other party or parties will thereupon have no right or interest whatsoever in the Project or any part thereof or in the agreement between the Company and the Grantee formed by the exercise of the Purchase Option or Refusal Right.

8.5. In the event Grantee does not exercise its Refusal Right and the Project is disposed of to a different party or for different consideration or on any different terms from those stated in the Disposition Notice or Offer, then any such disposition by the Company will be null and void and the Project will continue to be subject to the Refusal Right and Purchase Option.

8.6. In the event that the Company fails to offer the Project to the Grantee as set forth above, whoever may then hold title will convey the Project forthwith to the Grantee, upon demand, for the same consideration that the Grantee would have had to pay had the offer been properly made. Such demand of the Grantee upon the then title holder will be made within sixty (60) days after receipt by the Grantee of actual notice that a transfer of the Project has been completed. Constructive notice by recording or otherwise will not constitute such actual notice.

9. Alternative Purchases. In addition to the foregoing and notwithstanding the foregoing:

9.1. If the Internal Revenue Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a “right of first refusal to purchase partner interests” pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then Grantee may, at its election, in lieu of a direct acquisition of the Project pursuant to the Refusal Right, acquire the interests (but not less than all of such interests) of the Investor Member for a purchase price equal to the Refusal Purchase Price as calculated under Paragraph 2, or such lesser price permitted by the Code, less any transaction costs, broker fees, or related expenses that would have been incurred in conjunction with a sale of the Project; or

9.2. If the Internal Revenue Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a (i) “purchase option to purchase the Project” pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then Grantee may, at its election, purchase the Project for a purchase price equal to the amount calculated under Paragraph 2, or such lesser price permitted by the Code, or (ii) a “purchase option to purchase partner interests” pursuant to Section 42(i)(7) of the Code (or

other applicable provision) as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then Grantee may, at its election, acquire the interests (but not less than all of such interests) of the Investor Member for a purchase price equal to the amount calculated under Paragraph 2, or such lesser price permitted by the Code; or

9.3. Grantee may, at its election, in lieu of a direct acquisition of the Project pursuant to the Purchase Option, acquire the interests (but not less than all of such interests) of the Investor Member in the Company (the “**Company Interests**”). Grantee and the Investor Member will exercise their best efforts in good faith to agree on the purchase price for the Company Interests. If the parties fail to agree, with respect to the Purchase Option, the fair market value of Company Interests will be determined by an appraisal, which appraisal will take into account the value of the Project appraised as low-income housing to the extent continuation of such use is required under the Project documents and any discounts customarily applied to similar types of limited partner interests, including any applicable restrictions on transfer or marketability of such interests, any such appraisal to be made by a Qualified Appraiser, and shall be reduced by any transaction costs, broker fees, or related expenses that would have been incurred in conjunction with a sale of the Project.

10. Miscellaneous.

10.1. The Company agrees to insert reference to this Agreement in any deed, ground lease, or other instrument for conveyance or transfer of the Project, provided, however, that the enforceability of this Agreement will not be affected by a failure to insert a reference to this Agreement in any such deed, ground lease or other instrument.

10.2. In no event will the Refusal Right or Purchase Option or a sale after a purchase pursuant to such Purchase Option or Refusal Right be exercised so as to restrict ownership, use or occupancy of the Project because of race, creed, color, sex, religion, or national origin or any other basis prohibited by law.

10.3. This Agreement will be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia and may not be amended other than by an agreement in writing signed by an authorized representative of the party to be charged therewith and recorded with the land records.

10.4. If any of the provisions of this Agreement, or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement and its application to other persons or circumstances will not be affected thereby and each of the other provisions of this Agreement will be valid and enforceable to the fullest extent permitted by law.

10.5. The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. This Agreement and the Refusal Right and Purchase Option herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

10.6. Notwithstanding anything in this Agreement to the contrary, the value of any cash reserves of the Project will not be included in determining the purchase price of the Project or the Company Interest.

10.7. If the Grantee elects to acquire the Company Interest of the Investor Member, then where the context so requires, references to a “sale” of the Project and delivery of a “deed” will

mean a sale of the Company Interest and delivery of any necessary company interest conveyance documents.

11. Counterparts. This Agreement may be executed in separate counterparts or counterpart signature pages, which together will constitute a single agreement. PDF, TIF, facsimile, or other electronic images of signatures will be deemed originals for all purposes.

12. Defined Terms. The capitalized terms used in this Agreement will have the definitions provided for in the Operating Agreement unless otherwise specified in this Agreement.

13. Headings. This Agreement's headings are for convenience of reference and are not intended to qualify the meaning of any provision or covenants in this Agreement.

14. Recitals. The Recitals to this Agreement are hereby incorporated by this reference and made part of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES APPEAR ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

COMPANY:

WESLEY FAIRLINGTON LLC,
a Virginia limited liability company

By: Wesley Fairlington Managing Member LLC,
its managing member

By: Wesley Housing Development Corporation of Northern Virginia,
its sole member

By: Shelley S. Murphy
Name: Shelley S. Murphy
Title: President

COUNTY OF Fairfax)
COMMONWEALTH OF VIRGINIA)ss

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, hereby certify that Shelley S. Murphy, whose name as President of Wesley Housing Development Corporation of Northern Virginia, the sole member and managing member of Wesley Fairlington Managing Member LLC, the sole member and managing member of Wesley Fairlington LLC, a Virginia limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 13 day of March, 2019.

Judith B. E. Cabelli
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 1/31/2023

[SIGNATURES CONTINUE ON THE NEXT PAGE.]



GRANTEE:

WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA,
a Virginia non-stock corporation

By: Shelley S. Murphy
Shelley S. Murphy, President

COUNTY OF Fairfax)
COMMONWEALTH OF VIRGINIA)ss

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, hereby certify that Shelley S. Murphy, whose name as President of Wesley Housing Development Corporation of Northern Virginia, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 13 day of March, 2019.

Judith B. E. Cabelli
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 1/31/2023

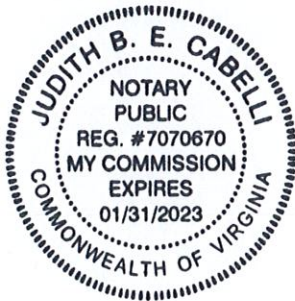


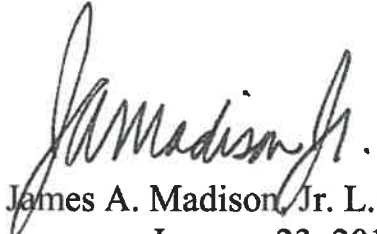
Exhibit A

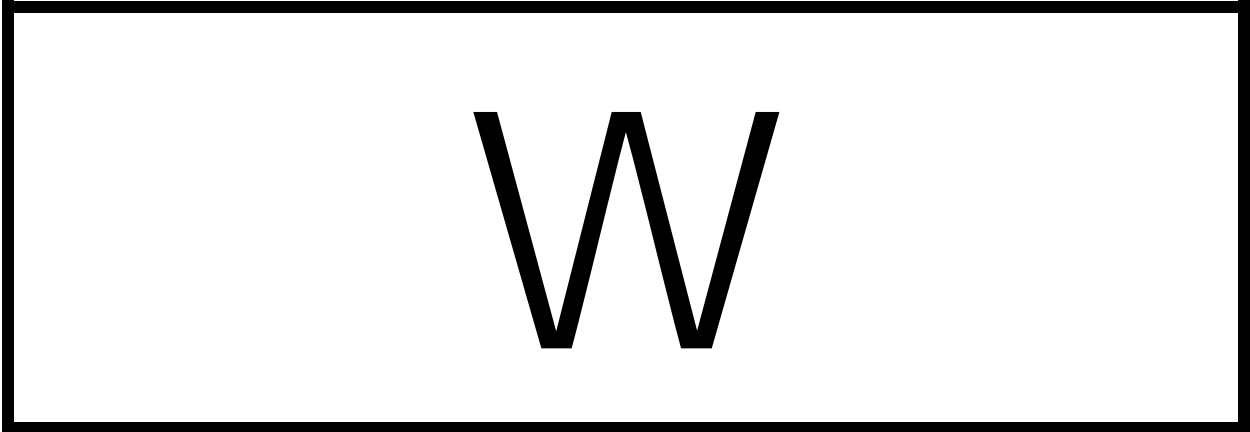
**LEGAL DESCRIPTION
OF
PROJECT REAL ESTATE**

[Exhibit appears on the next page.]

Description of the property of Fairlington Presbyterian Church Corporation as recorded in Instrument Number 100011407, City of Alexandria, Virginia:

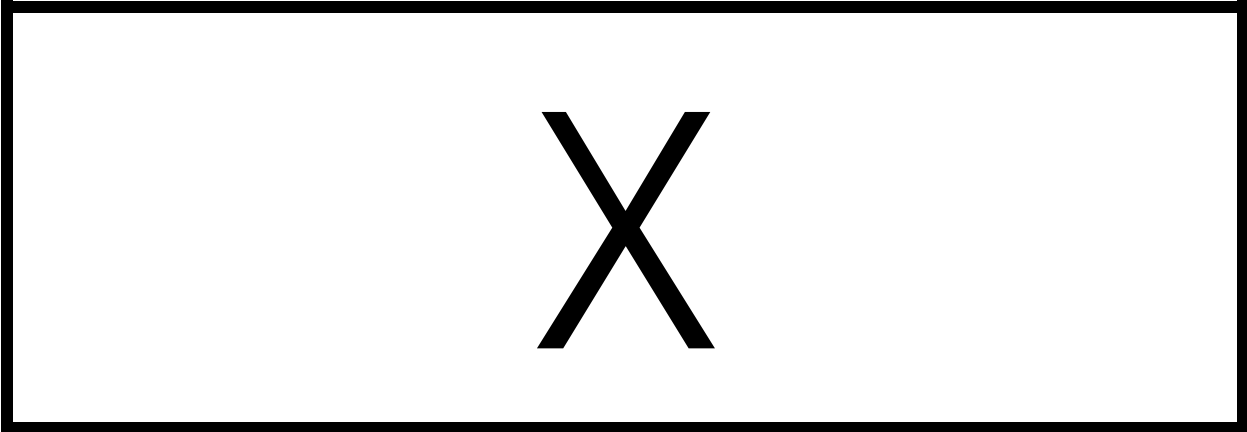
Beginning at a point in the south right-of-way line of Menokin Drive, said point being the northeast corner of now-or-formerly Home Properties Braddock Lee, LLC; thence with the south right-of-way line of Menokin Drive, N 44° 00' 26" E, 367.87 feet to a point; thence 78.54 feet with the arc of a curve bearing to the right and having a radius of 50.00 feet (tangent length 50.00 feet, chord length 70.71 feet, chord bearing N 89° 00' 26" E) to a point in the west right-of-way line of King Street – Route 7; thence with the west right-of-way line of King Street – Route 7, S 45° 59' 34" E, 264.01 feet to a point in the north line of now-or-formerly Bradlee Towers Condominium; thence with Bradlee Towers Condominium, S 44° 00' 26" W, 417.87 feet to a point, said point being the southeast corner of the aforementioned Home Properties Braddock Lee, LLC; thence with Home Properties Braddock Lee, LLC, N 45° 59' 34" W, 314.01 feet to the point of beginning and containing an area of 130,679 square feet, or 3.0000 acres more or less.


James A. Madison, Jr. L.S.
January 23, 2019



(Reserved)

N/A



X

Marketing Plan

For units meeting accessibility requirements of HUD section

504

Wesley Property Management Company

Marketing Plan

Fairlington Presbyterian

This marketing plan is intended to address the guidelines set forth in Section III(C)(4)(a-i and a-ii) of the Virginia Housing Development Authority's LIHTC Application for Reservation and is designed to ensure that certain units at Fairlington Presbyterian ("Fairlington") are actively marketed to people with disabilities.

Wesley Property Management Company (WPMC) will manage Fairlington Presbyterian and will be responsible for all traditional property management functions, including leasing, rent collection, maintenance, record keeping, reporting, development of budgets, monitoring resident income qualifications, and implementing the Marketing Plan.

I. AFFIRMATIVE MARKETING

WPMC is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this community. WPMC (including its officers, directors and employees) will not discriminate on the basis of race, creed, color, sex, religion, familial status, age, disability or sexual orientation in its programs or housing and will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Tax Credit program. All interested parties will be provided a copy of the apartment brochure or alternate marketing materials. Any resident who has questions not answered by the leasing staff will be referred to the Regional Property Manager assigned by WPMC.

1. Section 504 Accessible Units

There will be nine (9) units that are designated as "Section 504 Accessible Units" which will conform to HUD regulations interpreting the accessibility requirements of Section 504 of the Rehabilitation Act. These Accessible Units will actively be marketed to persons with disabilities as defined in the Fair Housing Act and will be held vacant for at least sixty (60) days. During this period, all ongoing marketing efforts will be documented by WPMC. If a qualified household including a person with a disability is not located within this sixty (60) day timeframe, WPMC will submit evidence of the marketing to VHDA's Program Compliance Officer and request approval to rent the unit to any income qualified household. Should this request be approved, any lease governing the rental of the Accessible Unit will contain a provision that in the event that a qualified household including a person with a disability applies for the unit, the household occupying the Accessible Unit must move to a vacant unit. Such move will be paid for by the owner.

2. Preference Units

In addition, unless prohibited by an applicable federal subsidy program, Fairlington will provide first leasing preferences for members of targeted populations or persons with a developmental disability (if applicable). The targeted populations will be identified in an executed MOU and referred by a VHDA approved referring agency, such as The Arc of Northern Virginia or the Community Service Board. The leasing preference shall be applied to nine (9) units or not more than ten percent (10%) of the units at any given time. Fairlington will not establish tenant selection criteria or leasing provision for these individuals that are more restrictive than its standard criteria and provision, the eligibility criteria for the state rental assistance or that are set forth in the MOU.

II. MARKETING AND OUTREACH

Locating people with disabilities to occupy the aforementioned units will be accomplished as follows:

1. Networking

In addition to The Arc of Northern Virginia and CSB relationships discussed above, WPMC will contact additional local centers for independent living and disability services boards and other service organizations via phone and printed communication. The contacts may include, but not be limited to, the following organizations:

- ENDependence Center of Northern Virginia
2300 Clarendon Blvd., Suite 250
Arlington, VA 22201
<https://www.ecnv.org>
[Email: info@ecnv.org](mailto:info@ecnv.org)
(703) 525-3268 (local)
(703) 525-3585 (fax)
(703) 525-3553 (Accessible)
Accessible Phone Type: TTY
- Social Serve
PO Box 35305 Charlotte,
NC
28235 www.socialserve.com
[m](mailto:info@socialserve.com)
Email: info@socialserve.com
(877) 428-8844 (Toll-Free)
(866) 265-7811 (Toll-Free fax)
TDD/TTY: 7-1-1

- Brain Injury Services
8136 Old Keene Mill Road Springfield,
VA 22152 www.braininjurysvcs.org
(703) 451-8881 (p)
(703) 451-8820 (f)

2. Internet Advertising

WPMC utilizes many online internet sources such as virginiahousingsearch.com, paid search, ApartmentGuide.com, Apartments.com, Rent.com, Craigslist.com, and many others. Using lead management software, which helps track apartment leads as they move through the leasing process, WPMC has found these sources to be very effective in driving directing qualified traffic than other online sources and print publications.

3. Print Media

Print media sources will also be identified in City of Alexandria that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the Apartment Shoppers Guide, Apartments For Rent, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logotype, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

4. Social Media and Online Leasing Strategy

In addition to internet listing services, WPMC has recognized the importance of managing and monitoring social media channels. These platforms often serve as decision-making tools for searching for an apartment as prospects are relocating or newly arriving to the greater Washington DC area. WPMC trains our employees to become ambassadors of our brand and take responsibility for creating brand awareness and loyalty on each platform.

WPMC values the opinions of those who interact with its brand online and has implemented a comprehensive strategy to ensure that employees respond to reviews and provide the same excellent customer service online as they do directly at the properties. Since prospects often look to peer reviews when researching a property, it is essential to solicit positive reviews from satisfied residents and also address the concerns of those that post negative reviews. Our goal is to always have a positive impression of the quality of the services realized by our current clients and then conveyed to our future clients. We want to continually and consistently foster positive online recommendations for the property.

5. Resident Referrals

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. WPMC offers a tiered referral program which pays the resident a higher bonus as they refer additional renters.

Complete resident satisfaction is a priority to the WPMC team. The Wesley Property Management name, as well as the Wesley Housing Development Corporation name are synonymous with warm hospitality and caring, empathetic staff with a desire to assist our residents with their needs. Resident referrals and word of mouth are always a valuable source of leases; therefore, from day one we will promote services to benefit all our residents.

6. Marketing Materials

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include the EHO logo. The marketing will also emphasize the physical and administrative compliance with the Americans with Disabilities Act.

These marketing materials include:

- **Brochures** –A simple, two-color brochure may be produced at low cost which will effectively sell the apartments and community. This brochure will include the floor plans, a listing of features and amenities. The floor plans should be printed in as large a format as possible.
- **Flyers** - As mentioned earlier, a flyer campaign may be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic. As such, each flyer may include a special offer with a deadline (e.g. "Bring this flyer with you when you visit this weekend and pay no application fee!")
- **Follow-Up Marketing**- All visitors to the Management office should receive a thank you note from the Property Manager. This can be written on a plain thank you card, or for greater impact, on a post card with a photo of the community or a thank you note with the community's logo.

III. PUBLIC AND COMMUNITY RELATIONS

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in the Rental Office. Also posted in the Rental Office are instructions to anyone who feels they have been discriminated against to contact the Project Manager at WPMC directly. WPMC encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, physical or mental handicap, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations,

churches and synagogues, city officials, and other sources of potential qualified residents still to be identified.

IV. TENANT SELECTION AND ORIENTATION

The first contact with the management operations is an important one in attracting qualified residents; therefore the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office will be designed to provide a professional leasing atmosphere, with space set aside specifically for resident interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the resident and the responsibilities which the resident will be expected to assume.

Times of Operation - the Rental Office will be open Monday through Friday from 9:00 A.M. to 5:00 P.M. Applicants will be processed on site in accordance with approved criteria. After hours inquiries will be received by the answering services which will take messages and forward them to the Management Office to handle on the next business day. Move-in process and orientation to property - applicants meet with the Community Manager or designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

See the Fairlington Management Plan, for more details regarding the Application Processing and Tenant Selection Criteria.

V. MARKET ANALYSIS

This shall be basis for a continuously updated Marketing Plan for the Property. As the rental market and the needs of the Property change, the market analysis will enable the Agent to identify needed changes and implement them as necessary.

1. Neighborhood Survey

- a) WPMC will periodically survey comparison properties in terms of rental rates, concessions, location, size, design, amenities, and lease term conditions to keep abreast of the market forces that would affect the community.
- b) WPMC will conduct periodic shopping visits to competitors to evaluate demeanor and leasing techniques used by others. Notations regarding such visits will be included in the Market Survey Sheet for the record.

2. Community Survey

- a) Communication with and knowledge of the existing residents will be emphasized to the on-site staff to obtain important feedback on the quality of services and living conditions offered within the community.
- b) Periodic confidential Resident Satisfaction Surveys will be sent out to the residents and the completed forms will be reviewed and evaluated by the Regional Property Manager to determine the level of resident satisfaction and to plan for changes that will help improve services if needed.