
2024 Federal Low Income Housing Tax Credit Program

Application For Reservation

Deadline for Submission

9% Competitive Credits

Applications Must Be Received At Virginia Housing No Later Than
12:00 PM Richmond, VA Time On **March 14, 2024**

Tax Exempt Bonds

Applications must be received at Virginia Housing
No Later Than 12:00 PM Richmond, VA Time for one of the two
available 4% credit rounds- January 25, 2024 or July 18, 2024.



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

INSTRUCTIONS FOR THE VIRGINIA 2024 LIHTC APPLICATION FOR RESERVATION

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

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

Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **12:00 PM** Richmond Virginia time on **March 14, 2024**. 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 via your specific Procorem workcenter.

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
7. Developer Experience Documentation (PDF)

IMPORTANT:

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

Disclaimer:

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

Entering Data:

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

Please Note:

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

Assistance:

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

Virginia Housing LIHTC Allocation Staff Contact Information

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2024 Low-Income Housing Tax Credit Application For Reservation

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

<input checked="" type="checkbox"/>	\$1,000 Application Fee (MANDATORY) - Invoice information will be provided in your Procorem Workcenter
<input checked="" type="checkbox"/>	Electronic Copy of the Microsoft Excel Based Application (MANDATORY)
<input checked="" type="checkbox"/>	Scanned Copy of the Signed Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) (MANDATORY)
<input checked="" type="checkbox"/>	Electronic Copy of the Market Study (MANDATORY - Application will be disqualified if study is not submitted with application)
<input checked="" type="checkbox"/>	Electronic Copy of the Plans (MANDATORY)
<input checked="" type="checkbox"/>	Electronic Copy of the Specifications (MANDATORY)
<input type="checkbox"/>	Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab)
<input type="checkbox"/>	Electronic Copy of Unit by Unit Matrix and Scope of Work narrative (MANDATORY if Rehab)
<input type="checkbox"/>	Electronic Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request)
<input type="checkbox"/>	Electronic Copy of Appraisal (MANDATORY if acquisition credits requested)
<input checked="" type="checkbox"/>	Electronic Copy of Environmental Site Assessment (Phase I) (MANDATORY if 4% credits requested)
<input checked="" type="checkbox"/>	Electronic Copy of Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (MANDATORY)
<input checked="" type="checkbox"/>	Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (see manual for details) (MANDATORY)
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Tab B: Virginia State Corporation Commission Certification (MANDATORY)
<input checked="" type="checkbox"/>	Tab C: Principal's Previous Participation Certification (MANDATORY)
<input checked="" type="checkbox"/>	Tab D: List of LIHTC Developments (Schedule A) (MANDATORY)
<input checked="" type="checkbox"/>	Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment (MANDATORY)
<input checked="" type="checkbox"/>	Tab F: Third Party RESNET Rater Certification (MANDATORY)
<input checked="" type="checkbox"/>	Tab G: Zoning Certification Letter (MANDATORY)
<input checked="" type="checkbox"/>	Tab H: Attorney's Opinion using Virginia Housing template (MANDATORY)
<input checked="" type="checkbox"/>	Tab I: Nonprofit Questionnaire (MANDATORY for points or pool)
	The following documents need not be submitted unless requested by Virginia Housing:
	-Nonprofit Articles of Incorporation -IRS Documentation of Nonprofit Status
	-Joint Venture Agreement (if applicable) -For-profit Consulting Agreement (if applicable)
<input checked="" type="checkbox"/>	Tab J: Relocation Plan and Unit Delivery Schedule (MANDATORY if Rehab)
	Tab K: Documentation of Development Location:
<input checked="" type="checkbox"/>	K.1 Revitalization Area Certification
<input checked="" type="checkbox"/>	K.2 Surveyor's Certification of Proximity To Public Transportation using Virginia Housing template
<input checked="" type="checkbox"/>	Tab L: PHA / Section 8 Notification Letter
<input type="checkbox"/>	Tab M: <i>(left intentionally blank)</i>
<input type="checkbox"/>	Tab N: Homeownership Plan
<input checked="" type="checkbox"/>	Tab O: Plan of Development Certification Letter
<input type="checkbox"/>	Tab P: Zero Energy or Passive House documentation for prior allocation by this developer
<input checked="" type="checkbox"/>	Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property
<input checked="" type="checkbox"/>	Tab R: Documentation of Utility Allowance Calculation
<input checked="" type="checkbox"/>	Tab S: Supportive Housing Certification and/or Resident Well-being MOU
<input checked="" type="checkbox"/>	Tab T: Funding Documentation
<input checked="" type="checkbox"/>	Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing
<input checked="" type="checkbox"/>	Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal
<input checked="" type="checkbox"/>	Tab W: Internet Safety Plan and Resident Information Form
<input checked="" type="checkbox"/>	Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504
<input type="checkbox"/>	Tab Y: Inducement Resolution for Tax Exempt Bonds
<input checked="" type="checkbox"/>	Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation
<input type="checkbox"/>	Tab AA: Priority Letter from Rural Development
<input type="checkbox"/>	Tab AB: Social Disadvantage Certification

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 7/17/24

1. Development Name: CLI Elbert Avenue Residences
2. Address (line 1): 3908 Elbert Avenue
 Address (line 2):
 City: Alexandria State: VA Zip: 22305
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000
 (Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:
 City/County of 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: 2012.06
7. Development is located in a **Qualified Census Tract**..... TRUE *Note regarding DDA and QCT*
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 household poverty rate

3%	10%	12%
FALSE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: 8
- Planning District: 8
- State Senate District: 30
- State House District: 45

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

Elbert Avenue Residences consists of the replacement of an existing 28-unit apartment complex with a new, all-affordable 91-unit building.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 7/17/24

15. 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: James Parajon
 Chief Executive Officer's Title: City Manager Phone: (703) 746-4300
 Street Address: 301 King Street, Suite 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, Alexandria Office of Housing

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

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

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

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

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

or

b. If requesting Tax Exempt Bond credits, select development type:

For Tax Exempt Bonds, where are bonds being issued?

ACTION: Provide Inducement Resolution at **TAB Y** (if available)

Skip to Number 4 below.

2. Type(s) of Allocation/Allocation Year

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2024.

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, 2024, 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 2024 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

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? ...

5. Planned Combined 9% and 4% Developments

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

If true, provide name of companion development

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

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

Total Units within 9% allocation request?

Total Units within 4% Tax Exempt allocation Request?

Total Units:

% 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:

Definition of selection:

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

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

In 2023, Virginia Housing began using a new Rental Housing Invoicing Portal to allow easy payments via secure ACH transac An invoice for your application fee along with access information was provided in your development's assigned Procorem w

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: ▶ Option

Expiration Date: 12/31/27

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

ACTION: Provide documentation and most recent real estate tax assessment - **Mandatory TAB E**

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

- a. FALSE Owner already controls site by either deed or long-term lease.
- b. TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 12/31/027 .
- 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: CLI Multifamily Limited Partnership

Address: 3912 Elbert Avenue

City: Alexandria St.: VA Zip: 22305

Contact Person: Lynn Thomas Phone: (703) 549-4407

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

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

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

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
Community Lodgings, Inc.	#####	Parent Company	100.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

- Indicate Diversity, Equity and Inclusion (DEI) Designation if this team member is SWAM or Service Veteran as defined in manual.

ACTION: Provide copy of certification from Commonwealth of Virginia, if applicable - **TAB Z**

1. Tax Attorney:	Dana Roper	This is a Related Entity.	FALSE
Firm Name:	Nixon Peabody	DEI Designation?	FALSE
Address:	799 9th Street NW, Suite 500, Washington, DC 20001		
Email:	droper@nixonpeabody.com	Phone:	(202) 585-8081
2. Tax Accountant:		This is a Related Entity.	FALSE
Firm Name:	Douglas Corey & Associates	DEI Designation?	FALSE
Address:	10201 Fairfax Blvd., Suite 480, Fairfax, VA 22030		
Email:	coreycpa@coreycpa.com	Phone:	
3. Consultant:	Shiree Monterio	This is a Related Entity.	FALSE
Firm Name:	7 and M Virginia LLC	DEI Designation?	TRUE
Address:	23263 Tidewater Trail, Tappahanock, VA		
Email:	shiree@7andM.com	Role:	Application Consultant
		Phone:	(202) 854-0479
4. Management Entity:		This is a Related Entity.	FALSE
Firm Name:	TBD VH-Certified Management Co.	DEI Designation?	FALSE
Address:			
Email:		Phone:	
5. Contractor:		This is a Related Entity.	FALSE
Firm Name:	To Be Determined	DEI Designation?	FALSE
Address:			
Email:		Phone:	
6. Architect:	Scott Fleming	This is a Related Entity.	FALSE
Firm Name:	Rust Orling Associates	DEI Designation?	FALSE
Address:	1215 Cameron Street, Alexandria, VA 22314		
Email:	sfleming@rustorling.com	Phone:	(703) 836-3205
7. Real Estate Attorney:	Dana Roper	This is a Related Entity.	FALSE
Firm Name:	Nixon Peabody	DEI Designation?	FALSE
Address:	799 9th Street NW, Suite 500, Washington, DC 20001		
Email:	droper@nixonpeabody.com	Phone:	(202) 585-8081
8. Mortgage Banker:	Paul Browne	This is a Related Entity.	FALSE
Firm Name:	Joseph Browne Development Assoc.	DEI Designation?	FALSE
Address:	5535 Langston Blvd., Arlington, VA 22207		
Email:	paul@joseph-browne.com	Phone:	(703) 835-4964
9. Other:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Role:	
		Phone:	

F. REHAB INFORMATION

1. Acquisition Credit Information

- a. Credits are being requested for existing buildings being acquired for development. **FALSE**
Action: If true, provide an electronic copy of the Existing Condition Questionnaire, Unit by Unit Matrix and Appraisal.
- b. This development has received a previous allocation of credits..... **FALSE**
 If so, when was the most recent year that this development received c **0**
- c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... **FALSE**
- d. This development is an existing RD or HUD S8/236 development..... **FALSE**
Action: (If True, provide required form in **TAB Q**)

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

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

2. Ten-Year Rule For Acquisition Credits

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

a. Credits are being requested for rehabilitation expenditures..... **FALSE**

b. Minimum Expenditure Requirements

i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... **FALSE**

ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... **FALSE**

iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... **FALSE**

iv. There are different circumstances for different buildings..... **FALSE**

Action: (If True, provide an explanation for each building in Tab K)

G. NONPROFIT INVOLVEMENT

Applications for 9% Credits - Section 1 must be completed in order to compete in the Non Profit tax credit pool.

All Applicants - Section 2 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:

- FALSE a. Be authorized to do business in Virginia.
FALSE b. Be substantially based or active in the community of the development.
FALSE c. Materially participate in the development and operation of the development throughout compliance period...
FALSE d. Own, either directly or through a partnership or limited liability company, 100% of the partnership or managing member interest.
FALSE e. Not be affiliated with or controlled by a for-profit organization.
FALSE f. Not have been formed for the principal purpose of competition in the Non Profit Pool.
FALSE 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, skip to #3.)

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

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: Community Lodgings, Inc.

Contact Person: Lynn Thomas, Executive Director

Street Address: 3912 Elbert Avenue

City: Alexandria State: VA Zip: 22305

Phone: ##### Contact Email: lynnthomas@community-lodgings.org

G. NONPROFIT INVOLVEMENT

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

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

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

A. TRUE

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

Action: Provide Option or Right of First Refusal in recordable form using Virginia Housing's template. **(TAB V)**
Provide Nonprofit Questionnaire (if applicable) **(TAB I)**

Name of qualified nonprofit: Community Lodgings, Inc.

or indicate true if Local Housing Authority..... FALSE

Name of Local Housing Authority _____

B. 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)** and contact Virginia Housing for a Pre-App

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

H. STRUCTURE AND UNITS INFORMATION

General Information

a. Total number of all units in development	<u>91</u>	bedrooms	<u>182</u>
Total number of rental units in development	<u>91</u>	bedrooms	<u>182</u>
Number of low-income rental units	<u>91</u>	bedrooms	<u>182</u>
Percentage of rental units designated low-income	<u>100.00%</u>		
b. Number of new units:.....	<u>91</u>	bedrooms	<u>182</u>
Number of adaptive reuse units:	<u>0</u>	bedrooms	<u>0</u>
Number of rehab units:.....	<u>0</u>	bedrooms	<u>0</u>
c. If any, indicate number of planned exempt units (included in total of all units in development)	<u>0</u>		
d. Total Floor Area For The Entire Development.....	<u>127,032.00</u> (Sq. ft.)		
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....	<u>19,679.00</u> (Sq. ft.)		
f. Nonresidential Commercial Floor Area (Not eligible for funding).....	<u>0.00</u>		
g. Total Usable Residential Heated Area.....	<u>107,353.00</u> (Sq. ft.)		
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space .	<u>100.00%</u>		
i. Exact area of site in acres	<u>0.883</u>		
j. Locality has approved a final site plan or plan of development.....	<u>TRUE</u>		
If True , Provide required documentation (TAB O).			
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.....	<u>FALSE</u>		

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

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	0.00	SF	0	0
1BR Garden	869.00	SF	18	18
2BR Garden	1116.00	SF	55	55
3BR Garden	1315.00	SF	18	18
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
			91	91

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

Structures

a. Number of Buildings (containing rental units)..... 1

b. Age of Structure:..... 0 years

c. Maximum Number of stories:..... 6

d. The development is a scattered site development..... FALSE

e. Commercial Area Intended Use: _____

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

i. Low Rise Building(s) - (1-5 stories with 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

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

i. Row House/Townhouse FALSE v. Detached Single-family FALSE

ii. Garden Apartments TRUE vi. Detached Two-family FALSE

iii. Slab on Grade TRUE vii. Basement FALSE

iv. Crawl space FALSE

h. Development contains an elevator(s). TRUE

If true, # of Elevators. 2

Elevator Type (if known) _____

H. STRUCTURE AND UNITS INFORMATION

- i. Roof Type ▶ Flat
- j. Construction Type ▶ Frame
- k. Primary Exterior Finish ▶ Brick

Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: Fitness room, roof-top club room, outdoor rec space

m. Number of Proposed Parking Spaces 62
 Parking is shared with another entity FALSE

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus s TRUE
 If True, Provide required documentation (TAB K2).

Plans and Specifications

a. Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):

- i. A location map with development clearly defined.
- ii. Sketch plan of the site showing overall dimensions of all building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required.
- iii. Sketch plans of all building(s) reflecting overall dimensions of:
 - a. Typical floor plan(s) showing apartment types and placement
 - b. Ground floor plan(s) showing common areas
 - c. Sketch floor plan(s) of typical dwelling unit(s)
 - d. Typical wall section(s) showing footing, foundation, wall and floor structure
 Notes must indicate basic materials in structure, floor and exterior finish.

- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Application:
 - i. Phase I environmental assessment.
 - ii. Physical needs assessment for any rehab only development.

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

J. ENHANCEMENTS

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

- a. **New Construction:** must obtain 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. The HERS report should be completed for the whole development and not an individual unit.

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

ACTION: Provide RESNET rater certification of Development Plans (**TAB F**)

ACTION: Provide Internet Safety Plan and Resident Information Form (**Tab W**) if corresponding options selected to

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

- | | |
|---------------|--|
| TRUE | a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only. |
| 47.70% | b1. Percentage of brick covering the exterior walls. |
| 52.30% | b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering 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. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products. |
| FALSE | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service. |
| | f. <i>Not applicable for 2024 Cycles</i> |
| FALSE | g. Each unit is provided free individual broadband/high speed internet access. |
| | or <i>(both access point categories have a minimum upload/download speed per manual.)</i> |
| TRUE | h. Each unit is provided free individual WiFi access. |
| TRUE | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS. |
| | or |
| FALSE | j. Full bath fans are equipped with a humidistat. |
| TRUE | k. Cooking surfaces are equipped with fire prevention features as defined in the manual. |
| | or |
| FALSE | l. Cooking surfaces are equipped with fire suppression features as defined in the manual. |
| FALSE | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system. |
| | or |
| TRUE | n. All Construction types: each unit is equipped with a permanent dehumidification system. |
| TRUE | o. All interior doors within units are solid core. |
| TRUE | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port. |
| TRUE | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines. |
| 6% | r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants) - Provide documentation at Tab F . |
| TRUE | s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear. |

J. ENHANCEMENTS

from face of building and a minimum size of 30 square feet.

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

- FALSE a. All cooking ranges have front controls.
- FALSE b. Bathrooms have an independent or supplemental heat source.
- FALSE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.
- FALSE d. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.

2. Green Certification

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

The applicant will also obtain one of the following:

- | | | | |
|--------------------------------|---|--------------------------------|--|
| <input type="checkbox"/> TRUE | Earthcraft Gold or higher certification | <input type="checkbox"/> FALSE | National Green Building Standard (NGBS) certification of Silver or higher. |
| <input type="checkbox"/> FALSE | LEED Certification | <input type="checkbox"/> FALSE | 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.)

- | | | | |
|--------------------------------|--|--------------------------------|-------------------------|
| <input type="checkbox"/> FALSE | Zero Energy Ready Home Requirements | <input type="checkbox"/> FALSE | Passive House Standards |
| <input type="checkbox"/> FALSE | Applicant wishes to claim points from a prior allocation that has received certification for Zero Energy Ready or Passive House Standards. Provide certification at Tab P. See Manual for details and requirements. | | |

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

- | | |
|-------------------------------|--|
| <input type="checkbox"/> TRUE | a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards. |
| <input type="checkbox"/> 53 | b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards: |

58% of Total Rental Units

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

If not, please explain:

There are no market rate units

STP

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

I. UTILITIES

1. Utilities Types:

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

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

- | | | | |
|---------------------|--------------|----------------|--------------|
| Water? | <u>FALSE</u> | Heat? | <u>FALSE</u> |
| Hot Water? | <u>FALSE</u> | AC? | <u>FALSE</u> |
| Lighting/ Electric? | <u>FALSE</u> | Sewer? | <u>TRUE</u> |
| Cooking? | <u>FALSE</u> | Trash Removal? | <u>TRUE</u> |

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	16	19	23	0
Air Conditioning	0	8	9	11	0
Cooking	0	6	8	9	0
Lighting	0	26	31	36	0
Hot Water	0	15	18	21	0
Water	0	29	41	54	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$100	\$126	\$154	\$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 Viridiant

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

K. SPECIAL HOUSING NEEDS

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

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

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

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

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

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

FALSE

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

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


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

Special Housing Needs/Leasing Preference:

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

- ####** Elderly (as defined by the United States Fair Housing Act.)
- ####** Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only
- ####** Supportive Housing (as described in the Tax Credit Manual)
- If Supportive Housing is True: Will the supportive housing consist of units designated for tenants that are homeless or at risk of homelessness?

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

K. SPECIAL HOUSING NEEDS

b. The development has existing tenants and a relocation plan has been developed.... TRUE
(If **True**, Virginia Housing policy requires that the impact of economic and/or physical displacement on those tenants be minimized, in which Owners agree to abide by the Authority's Relocation Guidelines for LIHTC properties.)

Action: Provide Relocation Plan, Budget and Unit Delivery Schedule (**Mandatory if tenants are displ**)

Leasing Preferences

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

Organization which holds waiting list: Alexandria Redevelopment and Housing Authority

Contact person: Rickie Maddox

Title: Executive Director

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: 18
% of total Low Income Units 20%

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

[Download Current CMA List from VirginiaHousing.com](#)

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

Target Population Leasing Preference

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

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

First Name: Lynn

Last Name: Thomas

Phone Number: (703) 549-4407 Email: lynnthomas@community-lodgings.org

L. UNIT DETAILS

1. Set-Aside Election: UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEG

Note: In order to qualify for any tax credits, a development must meet one of three 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), (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), or (iii) 40% or more of the units are both rent-restricted and occupied by persons whose income does not exceed the imputed income limitation designated in 10% increments between 20% to 80% of the AMI, and the average of the imputed income limitations collectively does not exceed 60% of the AMI (this is called the Average Income Test (AIT)). All occupancy tests are 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	9.89%	30% Area Median
15	16.48%	40% Area Median
22	24.18%	50% Area Median
45	49.45%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
91	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
9	9.89%	30% Area Median
15	16.48%	40% Area Median
22	24.18%	50% Area Median
45	49.45%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
91	100.00%	Total

b. Indicate that you are electing to receive points for the following deeper targets shown in the chart above and those targets will be reflected in the set-aside requirements within the Extended Use Agreement.

20-30% Levels TRUE 40% Levels TRUE 50% levels TRUE

c. The development plans to utilize average income test TRUE

2. Unit Mix Grid FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN UNIT MIX GRID

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


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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	40% AMI	1		564.00	\$1,020.00	\$1,020
Mix 2	1 BR - 1 Bath	50% AMI	1		564.00	\$1,303.00	\$1,303
Mix 3	1 BR - 1 Bath	60% AMI	2		564.00	\$1,585.00	\$3,170
Mix 4	1 BR - 1 Bath	30% AMI	3	3	612.00	\$737.00	\$2,211
Mix 5	1 BR - 1 Bath	40% AMI	1		612.00	\$1,020.00	\$1,020
Mix 6	1 BR - 1 Bath	50% AMI	1		612.00	\$1,303.00	\$1,303
Mix 7	1 BR - 1 Bath	60% AMI	5		612.00	\$1,585.00	\$7,925
Mix 8	1 BR - 1 Bath	40% AMI	1		651.00	\$1,020.00	\$1,020
Mix 9	1 BR - 1 Bath	50% AMI	1		651.00	\$1,303.00	\$1,303

L. UNIT DETAILS

Mix 10	1 BR - 1 Bath	60% AMI	2		651.00	\$1,585.00	\$3,170
Mix 11	2 BR - 1.5 Bath	30% AMI	2		776.00	\$881.00	\$1,762
Mix 12	2 BR - 1.5 Bath	40% AMI	2		776.00	\$1,221.00	\$2,442
Mix 13	2 BR - 1.5 Bath	40% AMI	3		784.00	\$1,221.00	\$3,663
Mix 14	2 BR - 1.5 Bath	50% AMI	2		784.00	\$1,560.00	\$3,120
Mix 15	2 BR - 1.5 Bath	50% AMI	1		805.00	\$1,560.00	\$1,560
Mix 16	2 BR - 1.5 Bath	60% AMI	4		805.00	\$1,899.00	\$7,596
Mix 17	2 BR - 1.5 Bath	40% AMI	3		817.00	\$1,221.00	\$3,663
Mix 18	2 BR - 1.5 Bath	50% AMI	2		817.00	\$1,560.00	\$3,120
Mix 19	2 BR - 1.5 Bath	50% AMI	3		824.00	\$1,560.00	\$4,680
Mix 20	2 BR - 1.5 Bath	60% AMI	2		824.00	\$1,899.00	\$3,798
Mix 21	2 BR - 1.5 Bath	60% AMI	4		825.00	\$1,899.00	\$7,596
Mix 22	2 BR - 1.5 Bath	50% AMI	1		831.00	\$1,560.00	\$1,560
Mix 23	2 BR - 1.5 Bath	60% AMI	5		840.00	\$1,899.00	\$9,495
Mix 24	2 BR - 1.5 Bath	60% AMI	1		880.00	\$1,899.00	\$1,899
Mix 25	2 BR - 1.5 Bath	60% AMI	5		901.00	\$1,899.00	\$9,495
Mix 26	2 BR - 1.5 Bath	50% AMI	5	5	942.00	\$1,560.00	\$7,800
Mix 27	2 BR - 1.5 Bath	60% AMI	4		974.00	\$1,899.00	\$7,596
Mix 28	2 BR - 1.5 Bath	30% AMI	2		981.00	\$881.00	\$1,762
Mix 29	2 BR - 1.5 Bath	40% AMI	2		981.00	\$1,221.00	\$2,442
Mix 30	2 BR - 1.5 Bath	60% AMI	1		981.00	\$1,899.00	\$1,899
Mix 31	3 BR - 2 Bath	30% AMI	1		997.00	\$1,011.00	\$1,011
Mix 32	3 BR - 2 Bath	40% AMI	2		997.00	\$1,403.00	\$2,806
Mix 33	3 BR - 2 Bath	50% AMI	2		997.00	\$1,795.00	\$3,590
Mix 34	3 BR - 2 Bath	60% AMI	4		1026.00	\$2,187.00	\$8,748
Mix 35	2 BR - 1.5 Bath	60% AMI	1	1	1032.00	\$1,899.00	\$1,899
Mix 36	3 BR - 2 Bath	30% AMI	1		1044.00	\$1,011.00	\$1,011
Mix 37	3 BR - 2 Bath	50% AMI	3		1044.00	\$1,795.00	\$5,385
Mix 38	3 BR - 2 Bath	60% AMI	1	1	1085.00	\$2,187.00	\$2,187
Mix 39	3 BR - 2 Bath	60% AMI	4		1324.00	\$2,187.00	\$8,748
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
Mix 53							\$0
Mix 54							\$0
Mix 55							\$0
Mix 56							\$0
Mix 57							\$0
Mix 58							\$0
Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0

L. UNIT DETAILS

Mix 66									\$0
Mix 67									\$0
Mix 68									\$0
Mix 69									\$0
Mix 70									\$0
Mix 71									\$0
Mix 72									\$0
Mix 73									\$0
Mix 74									\$0
Mix 75									\$0
Mix 76									\$0
Mix 77									\$0
Mix 78									\$0
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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			91	10					\$145,778

Total Units	91	Net Rentable SF: TC Units	<u>78,139.00</u>
		MKT Units	<u>0.00</u>
		Total NR SF:	78,139.00

Floor Space Fraction (to 7 decimals) 100.00000%

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing		\$4,550
2. Office Salaries		\$0
3. Office Supplies		\$1,820
4. Office/Model Apartment	(type _____)	\$0
5. Management Fee		\$81,767
<u>5.00%</u> of EGI	<u>\$898.54</u> Per Unit	
6. Manager Salaries		\$60,000
7. Staff Unit (s)	(type _____)	\$0
8. Legal		\$3,640
9. Auditing		\$13,650
## Bookkeeping/Accounting Fees		\$0
## Telephone & Answering Service		\$40,950
## Tax Credit Monitoring Fee		\$4,095
## Miscellaneous Administrative		\$18,200
Total Administrative		\$228,672

Utilities

## Fuel Oil		\$0
## Electricity		\$13,650
## Water		\$0
## Gas		\$2,275
## Sewer		\$52,325
Total Utility		\$68,250

Operating:

## Janitor/Cleaning Payroll		\$0
## Janitor/Cleaning Supplies		\$0
## Janitor/Cleaning Contract		\$27,300
## Exterminating		\$4,550
## Trash Removal		\$22,750
## Security Payroll/Contract		\$2,730
## Grounds Payroll		\$0
## Grounds Supplies		\$0
## Grounds Contract		\$18,200
## Maintenance/Repairs Payroll		\$60,000
## Repairs/Material		\$36,400
## Repairs Contract		\$0
## Elevator Maintenance/Contract		\$15,000
## Heating/Cooling Repairs & Maintenance		\$9,100
## Pool Maintenance/Contract/Staff		\$0
## Snow Removal		\$1,820
## Decorating/Payroll/Contract		\$3,640
## Decorating Supplies		\$0
## Miscellaneous		\$23,640
Totals Operating & Maintenance		\$225,130

M. OPERATING EXPENSES

Taxes & Insurance		
## Real Estate Taxes		\$168,350
## Payroll Taxes		\$9,100
## Miscellaneous Taxes/Licenses/Permits		\$18,200
## Property & Liability Insurance	\$700 per unit	\$63,700
## Fidelity Bond		\$0
## Workman's Compensation		\$1,820
## Health Insurance & Employee Benefits		\$22,750
## Other Insurance		\$0
Total Taxes & Insurance		\$283,920
Total Operating Expense		\$805,972

Total Operating Expenses Per Unit	\$8,857	C. Total Operating Expenses as % of	49.28%
--	---------	--	--------

Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Min \$27,300)

Total Expenses	\$833,272
-----------------------	------------------

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	6/30/24	Lynn Thomas
b. Site Acquisition	12/15/25	Lynn Thomas
c. Zoning Approval	2/25/23	Mary Catherine Gill
d. Site Plan Approval	2/25/23	Travis Brown
2. Financing		
a. Construction Loan		
i. Loan Application	5/1/25	Paul Browne
ii. Conditional Commitment	8/1/25	Paul Browne
iii. Firm Commitment	10/15/25	Paul Browne
b. Permanent Loan - First Lien		
i. Loan Application	5/1/25	Paul Browne
ii. Conditional Commitment	8/1/25	Paul Browne
iii. Firm Commitment	10/15/25	Paul Browne
c. Permanent Loan-Second Lien		
i. Loan Application	10/15/24	Paul Browne
ii. Conditional Commitment	2/1/25	Paul Browne
iii. Firm Commitment	8/1/25	Paul Browne
d. Other Loans & Grants		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
2. Formation of Owner	6/28/24	Dana Roper
3. IRS Approval of Nonprofit Status	9/1/88	Lynn Thomas
4. Closing and Transfer of Property to Owner	12/15/25	Paul Browne
5. Plans and Specifications, Working Drawings	4/15/25	Scott Fleming
6. Building Permit Issued by Local Government	11/1/25	Paul Browne
7. Start Construction	1/1/26	Paul Browne
8. Begin Lease-up	5/1/27	Lynn Thomas
9. Complete Construction	10/31/27	Paul Browne
10. Complete Lease-Up	12/31/27	Lynn Thomas
11. Credit Placed in Service Date	12/31/27	Paul Browne

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

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

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.

<u>Must Use Whole Numbers Only!</u>		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)	19,756,579	0	19,756,579	
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	1,631,579	0	1,631,579	
Total Structure	21,388,158	0	21,388,158	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
<input type="checkbox"/> h. Renewable Energy	455,000	0	455,000	
i. Roads & Walks	0	0	0	0
j. Site Improvements	0	0	0	0
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	0	0	0	0
q. Other Site work	0	0	0	0
Total Land Improvements	455,000	0	455,000	0
Total Structure and Land	21,843,158	0	21,843,158	0
r. General Requirements	1,497,172	0	1,497,172	0
s. Builder's Overhead (<u>2.0%</u> Contract)	427,764	0	427,764	0
t. Builder's Profit (<u>4.9%</u> Contract)	1,069,408	0	1,069,408	0
u. Bonds	0	0	0	0
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: <input type="checkbox"/>	0	0	0	0
z. Other 2: <input type="checkbox"/>	0	0	0	0
aa. Other 3: <input type="checkbox"/>	0	0	0	0

Contractor Costs	\$24,837,502	\$0	\$24,837,502	\$0
-------------------------	--------------	-----	--------------	-----

Construction cost per unit: \$250,010.14

MAXIMUM COMBINED GR, OVERHEAD & PROFIT = \$3,058,042

ACTUAL COMBINED GR, OVERHEAD & PROFIT = \$2,994,344

O. PROJECT BUDGET - OWNER COSTS

To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left:				
MUST USE WHOLE NUMBERS ONLY!	(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"
Item				
2. Owner Costs				
a. Building Permit	91,000	0	91,000	0
b. Architecture/Engineering Design Fee ##### /Unit)	1,509,670	0	1,509,670	0
c. Architecture Supervision Fee \$3,399 /Unit)	309,280	0	309,280	0
d. Tap Fees	1,223,640	0	1,223,640	0
e. Environmental	15,000	0	15,000	0
f. Soil Borings	35,000	0	35,000	0
g. Green Building (Earthcraft, LEED, etc.)	35,000	0	35,000	0
h. Appraisal	15,000	0	15,000	0
i. Market Study	15,000	0	15,000	0
j. Site Engineering / Survey	25,000	0	25,000	0
k. Construction/Development Mgt	285,000	0	285,000	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	62,000	0	62,000	0
n. Construction Interest (0.0% fo 0 months)	1,376,515	0	956,311	0
o. Taxes During Construction	50,000	0	40,909	0
p. Insurance During Construction	50,000	0	40,909	0
q. Permanent Loan Fee (0.0%)	0			
r. Other Permanent Loan Fees	509,513			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	0	0	0	0
u. Accounting	50,000	0	0	0
v. Title and Recording	119,477	0	0	0
w. Legal Fees for Closing	375,000	0	125,000	0
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	151,000			
z. Tenant Relocation	10,000			
aa. Fixtures, Furnitures and Equipment	140,000	0	140,000	0
ab. Organization Costs	0			
ac. Operating Reserve	750,751			
ad. Contingency	132,198			
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
<input type="checkbox"/> ag. Supportive Service Reserves	0			

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify	Const. Cost Reserve	1,241,876	0	1,241,876	0
(2) Other* specify	Soft Cost Contingency	207,930	0	200,281	0
(3) Other* specify	Investor Counsel	50,000	0	0	0
(4) Other* specify	Performance Bonds	50,000	0	50,000	0
(5) Other* specify	Marketing	50,000	0	0	0
(6) Other* specify	Builder's Risk Insurance	200,000	0	200,000	0
(7) Other* specify	Lease Up Reserve	50,000	0	0	0
(8) Other* specify		0	0	0	0
(9) Other* specify		0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))		\$9,184,850	\$0	\$6,615,876	\$0
Subtotal 1 + 2 (Owner + Contractor Costs)		\$34,022,352	\$0	\$31,453,378	\$0
3. Developer's Fees		3,000,000	0	3,000,000	0
4. Owner's Acquisition Costs					
Land		6,351,100			
Existing Improvements		2,957,500	0		
Subtotal 4:		\$9,308,600	\$0		
5. Total Development Costs					
Subtotal 1+2+3+4:		\$46,330,952	\$0	\$34,453,378	\$0

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: \$3,896,476

Proposed Development's Cost per Sq Foot \$291 **Meets Limits**
 Applicable Cost Limit by Square Foot: \$520

Proposed Development's Cost per Unit \$406,839 **Meets Limits**
 Applicable Cost Limit per Unit: \$550,481

P. ELIGIBLE BASIS CALCULATION

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	46,330,952	0	34,453,378	0

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	34,453,378	0
---	------------	---

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>	10,336,013	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	0
c. For Green Certification (Eligible Basis x 10%)		0

Total Adjusted Eligible basis	44,789,391	0
--------------------------------------	------------	---

5. Applicable Fraction

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

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

0	44,789,391	0
---	------------	---

7. Applicable Percentage

4.00%	4.00%	9.00%
-------	-------	-------

8. Maximum Allowable Credit under IRC §42

(Qualified Basis x Applicable Percentage)	\$0	\$1,791,576	\$0
(Must be same as BIN total and equal to or less than credit amount allowed)	\$1,791,576 Combined 30% & 70% P. V. Credit		

Q. SOURCES OF FUNDS

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

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1. VH Bonds	05/01/25	10/01/25	\$23,585,000	Paul Browne
2. Alexandria + Lender	05/15/24	07/03/24	\$7,150,000	Paul Browne
3. Seller Loan	05/01/24	07/15/24	\$4,065,000	Lynn Thomas
Total Construction Funding:			\$34,800,000	

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	<i>(Whole Numbers only)</i>		Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
			Amount of Funds	Annual Debt Service Cost			
1. VH Bonds	5/1/25	10/1/25	\$10,835,000	\$664,569	5.10%	35	35
2. ASNH Loan	10/1/24	2/1/25	\$1,400,000		0.00%	35	35
3. Alexandria Loan	5/15/24	6/25/24	\$3,450,000		2.00%	35	35
4. Amazon REACH	5/15/24	6/25/24	\$1,000,000		0.00%	35	35
5. Alexandria Open Space	5/15/24	6/25/24	\$418,505		0.00%	35	35
6. Seller Loan	5/1/24	6/25/24	\$4,065,000		4.75%	35	35
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$21,168,505	\$664,569			

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.				

Q. SOURCES OF FUNDS

Total Permanent Grants:

\$0

Q. SOURCES OF FUNDS

4. Subsidized Funding

	Source of Funds	Date of Commitment	Amount of Funds
1.	Alexandria Loan	7/3/24	\$3,450,000
2.	Alexandria Open Space Loan	7/16/24	\$418,505
3.	Amazon REACH	7/16/24	\$1,000,000
4.			
5.			
Total Subsidized Funding			\$4,868,505

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

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	#####
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$5,640,000
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$700,000
j.	Virginia Housing Trust Fund	\$700,000
k.	Other: Alexandria Funds	\$3,868,505
l.	Other: Amazon REACH	\$1,000,000

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: **53.89%**

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

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

[Empty text box for listing financing and credit enhancements]

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. **FALSE** Other [Empty text box]

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

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit			
Amount of Federal historic credits	\$0	x Equity \$	\$0.000 = \$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000 = \$0
b. Housing Opportunity Tax Credit Request (paired with 4% credit requests only)			
Amount of State HOTC	#####	x Equity \$	\$0.550 = \$8,249,175
c. Equity that Sponsor will Fund:			
i. Cash Investment	\$0		
ii. Contributed Land/Building	\$0		
iii. Deferred Developer Fee	\$954,048	(Note: Deferred Developer Fee cannot be negative.)	
iv. 45L Credit Equity	\$77,343		
v. Other: Solar ITC	\$116,014		
ACTION: If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at TAB A.			
Equity Total	<u>\$1,147,405</u>		

2. Equity Gap Calculation

a. Total Development Cost		\$46,330,952
b. Total of Permanent Funding, Grants and Equity	-	<u>\$30,565,085</u>
c. Equity Gap		\$15,765,867
d. Developer Equity	-	<u>\$1,573</u>
e. Equity gap to be funded with low-income tax credit proceeds		\$15,764,294

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	▶ Virginia Community Development Corporation (VCDC)		
Contact Person:		Phone:	
Street Address:			
City:		State:	
		Zip:	
b. Syndication Equity			
i. Anticipated Annual Credits		\$1,791,576.00	
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)		\$0.880	
iii. Percent of ownership entity (e.g., 99% or 99.9%)		99.99000%	
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)		\$0	
v. Net credit amount anticipated by user of credits		\$1,791,397	
vi. Total to be paid by anticipated users of credit (e.g., limited partners)		<u>\$15,764,294</u>	
c. Syndication: Private			
d. Investors: Corporate			

4. Net Syndication Amount

Which will be used to pay for Total Development Costs	<u>\$15,764,294</u>
---	---------------------

5. Net Equity Factor

Must be equal to or greater than 85%	<u>88.0000099748%</u>
--------------------------------------	-----------------------

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

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

1. Total Development Costs		<u>\$46,330,952</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$30,565,085</u>
3. Equals Equity Gap		<u>\$15,765,867</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>88.0000099748%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$17,915,756</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,791,576</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,791,576</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$1,791,576</u>
	For 70% PV Credit:	<u>\$0</u>
Credit per LI Units	<u>\$19,687.6484</u>	Combined 30% & 70% PV Credit Requested
Credit per LI Bedroom	<u>\$9,843.8242</u>	

9. **Action:** Provide Attorney’s Opinion using Virginia Housing template (**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	\$145,778
Plus Other Income Source (list) <u>Misc. Fees</u>	<u>\$758</u>
Equals Total Monthly Income:	<u>\$146,536</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$1,758,436</u>
Less Vacancy Allowance <u>7.0%</u>	<u>\$123,091</u>
Equals Annual Effective Gross Income (EGI) - Low Income Units	<u>\$1,635,345</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>\$0</u>
Equals Total Monthly Income:	<u>\$0</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$0</u>
Less Vacancy Allowance <u>7.0%</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>\$1,635,345</u>
b. Annual EGI Market Units	<u>\$0</u>
c. Total Effective Gross Income	<u>\$1,635,345</u>
d. Total Expenses	<u>\$833,272</u>
e. Net Operating Income	<u>\$802,073</u>
f. Total Annual Debt Service	<u>\$664,569</u>
g. Cash Flow Available for Distribution	<u>\$137,504</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	1,635,345	1,668,052	1,701,413	1,735,442	1,770,150
Less Oper. Expenses	833,272	858,270	884,018	910,539	937,855
Net Income	802,073	809,782	817,395	824,903	832,296
Less Debt Service	664,569	664,569	664,569	664,569	664,569
Cash Flow	137,504	145,213	152,826	160,334	167,727
Debt Coverage Ratio	1.21	1.22	1.23	1.24	1.25

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,805,554	1,841,665	1,878,498	1,916,068	1,954,389
Less Oper. Expenses	965,991	994,970	1,024,819	1,055,564	1,087,231
Net Income	839,563	846,694	853,678	860,504	867,158
Less Debt Service	664,569	664,569	664,569	664,569	664,569
Cash Flow	174,994	182,125	189,109	195,935	202,589
Debt Coverage Ratio	1.26	1.27	1.28	1.29	1.30

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,993,477	2,033,347	2,074,013	2,115,494	2,157,804
Less Oper. Expenses	1,119,848	1,153,443	1,188,047	1,223,688	1,260,399
Net Income	873,629	879,903	885,967	891,806	897,405
Less Debt Service	664,569	664,569	664,569	664,569	664,569
Cash Flow	209,060	215,334	221,398	227,237	232,836
Debt Coverage Ratio	1.31	1.32	1.33	1.34	1.35

Estimated Annual Percentage Increase in Revenue 2.00% (Must be < 2%)
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be > 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

Please help us with the process:
DO NOT use the CUT feature
DO NOT SKIP LINES BETWEEN BUILDINGS

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.		91		3908 Elbert Avenue		Alexandria	VA	22305				\$0	\$44,789,391	10/31/27	4.00%	\$1,791,576				\$0
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

91 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

#####

\$0

\$0

\$1,791,576

\$0

Qualified basis should not exceed values on Elig Basis.

Number of BINS:	1
-----------------	---

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

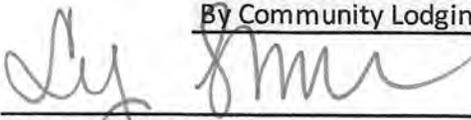
1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia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

V. STATEMENT OF OWNER

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

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

Legal Name of Owner CLI New Elbert LLC
 By CLI New Elbert GP LLC
 By Community Lodgings, Inc.

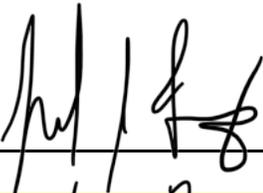
By: 
 Its: Executive Director
 (Title)

V. STATEMENT OF ARCHITECT

The architect signing this document is certifying that the development plans and specifications incorporate all Virginia Housing Minimum Design and Construction Requirements (MDCR), selected LIHTC enhancements and amenities, applicable building codes and accessibility requirements.

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

Legal Name of Architect:	SCOTT FLEMING
Virginia License#:	13094
Architecture Firm or Company:	RUST/ORLING ARCHITECTURE

By:  _____

Its: VICE PRESIDENT
(Title)

Initials by Architect are also required on the following Tabs: Enhancement, Special Housing Needs and Unit Details

W.

LIHTC SELF SCORE SHEET

Self Scoring Process

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

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

MANDATORY ITEMS:

	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. RESNET 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. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	Y	0 to 10	10.00
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:			25.00

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	10.51%	Up to 40	21.02
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	0%	0, 20, 25 or 30	0.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	Y	Up to 20	20.00
Total:			46.02

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			86.08
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 50	50.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Provides approved resident services or eligible childcare services	Y	0 or 15	15.00
e. Provides telephonic or virtual health services	Y	0 or 15	15.00
f. Proximity to public transportation	Y10	0, 10 or 20	10.00
g. Development will be Green Certified	Y	0 or 10	10.00
h. Units constructed to meet Virginia Housing's Universal Design standards	58%	Up to 15	8.74
i. Developments with less than 100 low income units	Y	up to 20	3.60
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			198.42

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$152,100	\$73,800

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	19.78%	Up to 15	14.84
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to	9.89%	Up to 10	9.89
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	26.37%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	50.55%	Up to 50	50.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60%	50.55%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.55%	Up to 50	0.00
Total:			99.73

5. SPONSOR CHARACTERISTICS:

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

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	89.00
b. Cost per unit		Up to 100	87.90
Total:			176.90

7. BONUS POINTS:

a. Extended Use Restriction	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00

d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	<u>0.00</u>
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	<u>0.00</u>
f. Team member with Diversity, Equity and Inclusion Designation	Y	0 or 5	<u>5.00</u>
g. Commitment to electronic payment of fees	Y	0 or 5	<u>5.00</u>
h. Zero Ready or Passive House certification from prior allocation	N	0 or 20	<u>0.00</u>
	Total:		<u><u>70.00</u></u>

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

TOTAL SCORE: 616.07

Enhancements:

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance material	40	39.08
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	12.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. % of renewable energy electric systems	10	3.00
s. New Construction: Balcony or patio	4	4.00
		<u>86.08</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>0.00</u>
Total amenities:		<u>86.08</u>

X. Development Summary

Summary Information 2024 Low-Income Housing Tax Credit Application For Reservation

Deal Name: CLI Elbert Avenue Residences

Cycle Type: 4% Tax Exempt Bonds Credits Requested Credit Amount: \$1,791,576
 Allocation Type: 0 Jurisdiction: Alexandria City
 Total Units: 91 Population Target: General
 Total LI Units: 91
 Project Gross Sq Ft: 127,032.00 Owner Contact: Lynn Thomas
 Green Certified? TRUE

Total Score
616.07

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$21,168,505	\$232,621	\$167	\$664,569
Grants	\$0	\$0		
Subsidized Funding	\$4,868,505	\$53,500		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$21,843,158	\$240,035	\$172	47.15%
General Req/Overhead/Profit	\$2,994,344	\$32,905	\$24	6.46%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$9,184,850	\$100,932	\$72	19.82%
Acquisition	\$9,308,600	\$102,292	\$73	20.09%
Developer Fee	\$3,000,000	\$32,967	\$24	6.48%
Total Uses	\$46,330,952	\$509,131		

Total Development Costs	
Total Improvements	\$34,022,352
Land Acquisition	\$9,308,600
Developer Fee	\$3,000,000
Total Development Costs	\$46,330,952

Proposed Cost Limit/Sq Ft: \$291
 Applicable Cost Limit/Sq Ft: \$520
 Proposed Cost Limit/Unit: \$406,839
 Applicable Cost Limit/Unit: \$550,481

Income		
Gross Potential Income - LI Units		\$1,758,436
Gross Potential Income - Mkt Unit:		\$0
Subtotal		\$1,758,436
Less Vacancy %	7.00%	\$123,091
Effective Gross Income		\$1,635,345

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	18
# of 2BR	55
# of 3BR	18
# of 4+ BR	0
Total Units	91

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$228,672	\$2,513
Utilities	\$68,250	\$750
Operating & Maintenance	\$225,130	\$2,474
Taxes & Insurance	\$283,920	\$3,120
Total Operating Expenses	\$805,972	\$8,857
Replacement Reserves	\$27,300	\$300
Total Expenses	\$833,272	\$9,157

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	9	9
40% AMI	15	15
50% AMI	22	22
60% AMI	45	45
>60% AMI	0	0
Market	0	0

Cash Flow	
EGI	\$1,635,345
Total Expenses	\$833,272
Net Income	\$802,073
Debt Service	\$664,569
Debt Coverage Ratio (YR1):	1.21

Income Averaging? TRUE

Extended Use Restriction? 30

Y. Efficient Use of Resources

Credit Points for 9% Credits:

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

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

Tax Exempt Deals are granted a starting point value greater than zero to allow for the nature of these deals.

Combined Max	\$1,791,576
Credit Requested	\$1,791,576
% of Savings	0.00%
Sliding Scale Points	89

Cost Points:

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

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

Total Costs Less Acquisition	\$37,022,352
Total Square Feet	127,032.00
Proposed Cost per SqFt	\$291.44
Applicable Cost Limit per Sq I	\$520.00
% of Savings	43.95%
Total Units	91
Proposed Cost per Unit	\$406,839
Applicable Cost Limit per Uni	\$550,481
% of Savings	26.09%
Max % of Savings	43.95%
Sliding Scale Points	87.90



Tab A:

Partnership or Operating Agreement, including
Org Chart with percentages of ownership interest

CLI NEW ELBERT LLC OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into effective as of July 12, 2024, by CLI New Elbert GP LLC, a Virginia limited liability company (referred to in this agreement as the "**Sole Member**").

SECTION 1

THE LIMITED LIABILITY COMPANY

1.1 Formation. Effective July 2, 2024, the Sole Member formed a limited liability company under the name CLI New Elbert LLC (the "**Company**") on the terms and conditions in this Operating Agreement (the "**Agreement**") and pursuant to the Virginia Limited Liability Company Act, Virginia Code § 13.1-1000 *et seq.* as the same may be amended from time to time (the "**Act**"). The Sole Member agrees to file with the appropriate agency within the Commonwealth of Virginia charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Company will be conducted under the name CLI New Elbert LLC, or such other name upon which the Sole Member agrees.

1.3 Purpose. The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the Commonwealth of Virginia, including the acquisition, development, construction, financing and operation of that certain federal low income housing tax credit funded development, containing approximately 92 units to be known as Elbert Avenue Apartments and to be constructed on certain parcels of land located at 3912 Elbert Avenue, Alexandria, Virginia. It shall have no members other than the Sole Member and the Sole Member shall direct and control the day-to-day operations and finances of the Company.

1.4 Office. The Company will maintain its principal business office within the Commonwealth of Virginia at the following address: 3912 Elbert Avenue, Suite 108, Alexandria, VA 22305.

1.5 Registered Agent. CT Corporation is the Company's initial registered agent in the Commonwealth of Virginia, and the registered office is 4701 Cox Road, Suite 285, Glen Allen, VA 23060.

1.6 Term. The term of the Company commences July 2, 2024 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 Names and Addresses of Member(s). The Sole Member's name and address is attached as Schedule 1 to this Agreement.

1.8 Admission of Additional Members. The Sole Member may allow additional members to be admitted to the Company through issuance by the Company of a new interest in the Company.

SECTION 2

CAPITAL CONTRIBUTIONS

2.1 Initial Contributions. The Sole Member initially shall contribute to the Company capital as described in Schedule 2 attached to this Agreement.

2.2 Additional Contributions. No Member shall be obligated to make any additional contribution to the Company's capital.

2.3 No Interest on Capital Contributions. No Member is entitled to interest or other compensation for or on account of its capital contribution to the Company except to the extent, if any, expressly provided in this Agreement.

SECTION 3

ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Profits/Losses. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Sole Member in proportion to the Sole Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 Distributions. The Sole Member shall determine and distribute available funds annually or at more frequent intervals as it sees fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Sole Member. Distributions in liquidation of the Company or in liquidation of the Sole Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent the Sole Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 No Right to Demand Return of Capital. No Member shall have any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member shall have any drawing account in the Company.

SECTION 4

INDEMNIFICATION

The Company shall indemnify any person or party who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he, she or it is or was a Member of the Company, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Sole Member determines that such individual or party acted in good faith and in a manner he, she or it reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her/its conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he, she or it reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her/its conduct was lawful

SECTION 5

POWERS AND DUTIES OF SOLE MEMBER

5.1 Management of Company.

5.1.1 The Company shall be managed by the Sole Member, who shall exercise full and exclusive control over the affairs of the Company, subject to the authority granted by the Act and the terms of this Agreement. The Sole Member shall conduct and manage the affairs of the Company in a prudent, businesslike, and lawful manner and shall devote such part of its time to the affairs of the Company, as shall be deemed necessary and appropriate to pursue the business and carry out the purposes of the Company, as contemplated in this Operating Agreement. The Sole Member shall use its best efforts and exercise good faith in all activities related to the business of the Company.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by the Sole Member.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of the Sole Member to manage and operate the business and affairs of the Company.

5.2 INTENTIONALLY DELETED.

5.3 Withdrawal by the Sole Member. The Sole Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

SECTION 6

SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 Organization Expenses. All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 Salary. No salary will be paid to the Sole Member or other Member for the performance of its duties under this Agreement.

6.3 Legal and Accounting Services. The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7

BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS,

FISCAL YEAR, BANKING

7.1 Method of Accounting. The Company will use the method of accounting previously determined by the Sole Member for financial reporting and tax purposes.

7.2 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.

7.3 Capital Accounts. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a banking institution in the name of the Company as determined by the Sole Member. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8

TRANSFER OF MEMBERSHIP INTEREST

8.1 Sale or Encumbrance Prohibited. Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "**Transfer**") an interest in the Company.

8.2 Substituted Parties. Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to

the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or any other Member.

SECTION 9

DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 Dissolution. The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 Decision by the Sole Member;

9.1.3 By operation of law; or

9.1.4 The bankruptcy of the Sole Member, or the occurrence of any event that terminates the continued membership of the Sole Member in the Company.

9.2 Winding Up. On the dissolution of the Company (if the Company is not continued), the Sole Member must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Sole Member's Capital Account has been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than a Member;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to a Member; and

9.2.3 To each Member in the amount of its adjusted Capital Account balance on the date of distribution; provided, however, that any then-outstanding default advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the defaulting member pursuant to Section 9.2.3.

SECTION 10

GENERAL PROVISIONS

10.1 Amendments. Amendments to this Agreement may be proposed and adopted by the Sole Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of the Sole Member.

10.2 Governing Law. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the Commonwealth of Virginia (without regard to principles of conflicts of law).

10.3 Entire Agreement. This Agreement constitutes the entire understanding of the Sole Member with respect to the subject matter of this Agreement.

10.4 Severability. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.5 Captions. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the party to this Agreement executes this Operating Agreement as of the date and year first above written.

SOLE MEMBER:

CLI NEW ELBERT GP LLC,
a Virginia limited liability company

By: Community Lodgings, Inc.,
a Virginia nonstock corporation,
its sole member

By: 
Lynn Thomas (Jul 15, 2024 11:54 EDT)
Name: Lynn Thomas
Title: Executive Director

Listing of Sole Member(s) – Schedule 1
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR CLI NEW ELBERT LLC

NAME: _____ **ADDRESS:** _____

CLI New Elbert GP LLC

3912 Elbert Avenue, Suite 108
Alexandria, VA 22305

Listing of Capital Contributions – Schedule 2

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR CLI NEW ELBERT LLC**

<u>NAME:</u>	<u>CONTRIBUTION:</u>	<u>% OWNERSHIP:</u>
CLI New Elbert GP LLC	\$100.00	100%

Elbert Avenue - CLI New Elbert LLC Initial Operating Agreement 4863-3919-2526 v.4

Final Audit Report

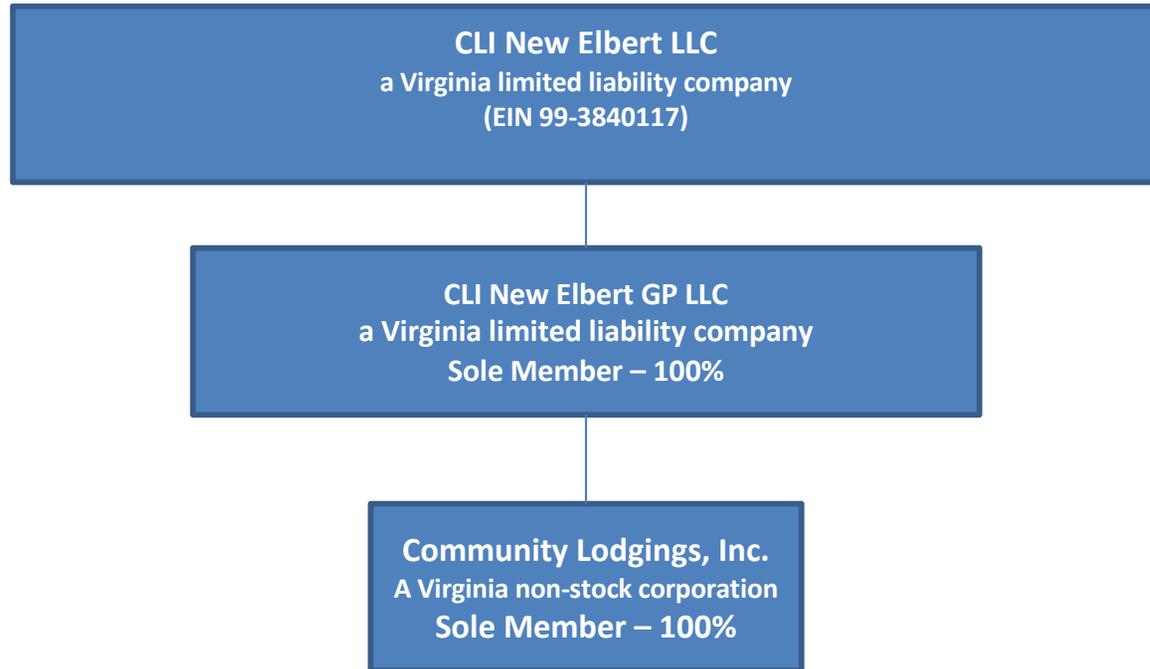
2024-07-15

Created:	2024-07-15
By:	Anne Browne (anne.w.browne@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAww0AkxeYFvxcoY7WFHstQR-vMA8UDrps

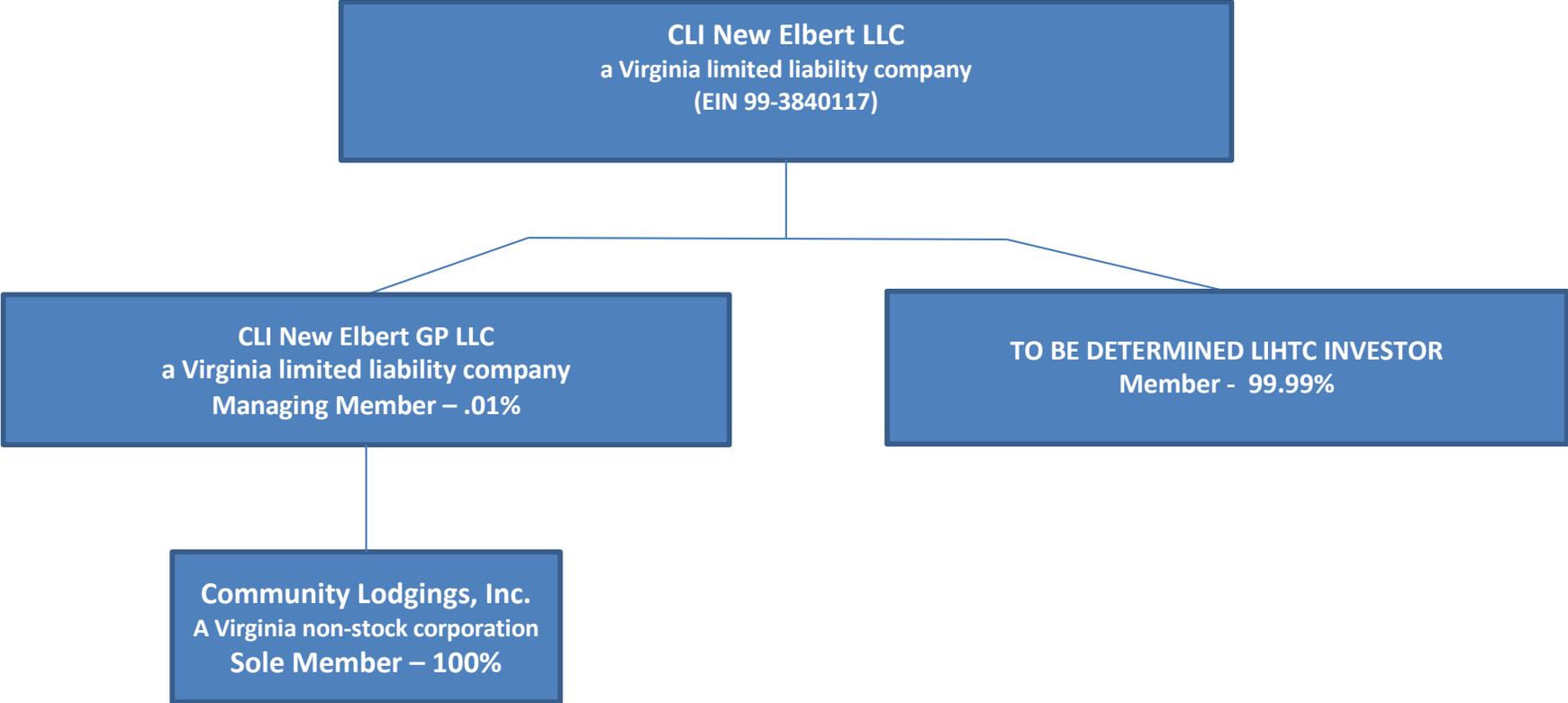
"Elbert Avenue - CLI New Elbert LLC Initial Operating Agreement 4863-3919-2526 v.4" History

-  Document created by Anne Browne (anne.w.browne@gmail.com)
2024-07-15 - 2:59:58 PM GMT- IP address: 72.83.51.32
-  Document emailed to Lynn Thomas (lynnthomas@community-lodgings.org) for signature
2024-07-15 - 3:00:01 PM GMT
-  Email viewed by Lynn Thomas (lynnthomas@community-lodgings.org)
2024-07-15 - 3:08:30 PM GMT- IP address: 74.125.210.161
-  Document e-signed by Lynn Thomas (lynnthomas@community-lodgings.org)
Signature Date: 2024-07-15 - 3:54:16 PM GMT - Time Source: server- IP address: 73.250.12.162
-  Agreement completed.
2024-07-15 - 3:54:16 PM GMT

Pre-Closing



Post-Closing



Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, JULY 2, 2024

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

CLI New Elbert LLC

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

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective July 2, 2024.

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

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "Samuel T. Towell", written in a cursive style.

Samuel T. Towell
Commissioner

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, July 2, 2024

This is to certify that the certificate of organization of

CLI New Elbert 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: July 2, 2024



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in cursive script, appearing to read "Bernard J. St. John".

Clerk of the Commission

Tab C:

Principal's Previous Participation Certification
(MANDATORY)



Previous Participation Certification Instructions:

The following certification:

- Must be completed, regardless of whether one or more Principals of the Applicant qualifies to receive points as an Experienced Sponsor.
- 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 or operating agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

Schedule A Instructions:

- List each Principal of the General Partner or Managing Member of the Owner that is a joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity. List all individual Principals with an ownership interest in any entity within the direct chain of Principals maintaining managerial control over the General Partner or Managing Member of the Owner, except as follows:
- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
- For Principals organized as a limited liability company with more than 100 individual members, list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
- For Principals organized as a trust, list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.

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 contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.



Previous Participation Certification

Development Name: CLI Elbert Avenue Residences

Name of Applicant (entity): CLI New Elbert LLC

The undersigned, being duly authorized to sign on behalf of the Applicant, provide this Certification with the understanding that Virginia Housing intends to rely upon the statements made herein for the purpose of awarding and allocating federal low-income housing tax credits.

The following terms shall be defined as follows for the purpose of this Certification:

- "Principal" has the same meaning as defined within the QAP, but as applied to each specific property referenced within this Certification.
- "Participant" means the Principals of the Owner who will participate in the ownership of the Development identified above and includes Principals who may not be required to be individually listed within a Schedule A attached hereto.

Accordingly, I **hereby certify the following:**

1. All the statements made within this Certification 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, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
2. During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee.
3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
4. That at no time have any Participants listed in this certification been required to turn in a property to the investor or been removed from a multifamily rental property ownership structure.

5. 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 such property.
7. None of the Participants has been convicted of a felony and is not presently 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.
9. None of the Participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the Participants is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.
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 of the owner of 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

Lynn Thomas

Printed Name

July 12, 2024

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

Tab D:

List of LIHTC Developments (Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: CLI Elbert Avenue Residences
 Name of Applicant: CLI New Elbert LLC

INSTRUCTIONS:

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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 for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name: CLI New Elbert LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N
Y or N

1	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"
2								
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 0 0 #DIV/0! **LIHTC as % of Total Units**

List of LIHTC Developments (Schedule A)



Development Name: CLI Elbert Avenue Residences
 Name of Applicant: CLI New Elbert LLC

INSTRUCTIONS:

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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 for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name: CLI New Elbert GP LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y
Y or N

1	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"
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 0 0 #DIV/0! **LIHTC as % of Total Units**

List of LIHTC Developments (Schedule A)



Development Name: CLI Elbert Avenue Residences
 Name of Applicant: CLI New Elbert LLC

INSTRUCTIONS:

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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 for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name: Lynn Thomas Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N
Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

List of LIHTC Developments (Schedule A)



Development Name: CLI Elbert Avenue Residences
 Name of Applicant: CLI New Elbert LLC

INSTRUCTIONS:

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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 for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name: Community Lodgings, Inc. Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y
Y or N

1	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"
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 0 0 #DIV/0! **LIHTC as % of Total Units**

Tab E:

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

OPTION TO PURCHASE

This Option to Purchase (this “*Agreement*”), effective as of the 15th day of July, 2024 (“*Effective Date*”), is made between CLI Multifamily Partnership, L.P., a Virginia limited partnership, with offices at c/o Community Lodgings Inc., 3912 Elbert Avenue, Suite 108, Alexandria, VA 22305 (“*Grantor*”), and CLI New Elbert LLC, a Virginia limited liability company, with offices at c/o Community Lodgings Inc., 3912 Elbert Avenue, Suite 108, Alexandria, VA 22305 (“*Grantee*”).

RECITALS

- A. Grantor is the owner of certain real property located in the city of Alexandria, Virginia, as more particularly described on the attached Exhibit A (the “*Property*”), which Grantor wishes to grant Grantee an option to purchase.
- B. Grantee desires for Grantor to deliver to it a vacant site with infrastructure and utilities in place, ready for development.
- C. Grantee intends to apply to the Virginia Housing Development Authority (“*VHDA*”) for an allocation of low-income housing tax credits (“*LIHTCs*”) to help finance the cost of constructing the Property.
- D. In connection with the process of applying for LIHTCs from VHDA, Grantee must demonstrate that it has sufficient “site control” over the real estate.
- E. Grantee wishes to accept the option to purchase the Property on the terms and conditions stated below.

Therefore, the parties agree as follows:

AGREEMENT

- 1. **Grant of Option.** In consideration of Grantor’s receipt of \$100 from Grantee (which is hereby acknowledged), Grantor hereby grants to Grantee the exclusive right and option to purchase the Property (“*Option*”) at any time after the Effective Date, and continuing until 5:00 p.m. on December 31, 2027 (“*Expiration Date*”).
- 2. **Purchase Price of Property.**
 - 2.1. Subject to the adjustments and prorations described herein, the total purchase price (the “*Purchase Price*”) of the Property and Grantor Work (as defined below) will be equal to the greater of (i) Nine Million Three Hundred Eight Thousand Six Hundred Dollars and No Cents (\$9,308,600.00) and (ii) the sum of the fair market value determined by an

appraisal plus Three Million Nine Hundred Forty Three Thousand Six Hundred Dollars and No Cents (\$3,943,600.00).

- 2.2. The appraisal shall be conducted by an independent real estate appraiser selected by Grantee subject to the reasonable consent of Grantor. Any appraiser selected by Grantee shall be a Member Appraisal Institute (MAI) appraiser with relevant experience valuing comparable properties. The appraisal shall be ordered within one hundred and eighty (180) days of the Closing Date (as defined below), but no sooner than one hundred and twenty (120) days before the Closing Date.
- 2.3. The Purchase Price will be payable, if Grantee elects to exercise the Option, in cash or by Grantee delivering a promissory note to Grantor, bearing simple interest accruing at the then-current applicable long-term federal rate, for up to the full amount of the Purchase Price. Such note will be paid from available cash flow as defined in the amended and restated operating agreement of Grantee, or from capital proceeds or sales proceeds, and in any event, shall be due at maturity, which shall be 35 years from the Closing Date (as defined below) or such later date that is coterminous with the senior secured loan.
3. **Application of Consideration to Purchase Price.** If Grantee elects to purchase the Property under the terms and conditions of this Agreement, the consideration paid for the Option will not be applied to the Purchase Price.
4. **Grantor Work.** Grantor agrees to (a) relocate all existing tenants, and (b) undertake demolition activities, site improvements, and installation of site utilities and infrastructure necessary to make the site ready for vertical construction (collectively, “**Grantor Work**”) and shall cause all such Grantor Work to be completed prior to the Closing Date (as hereinafter defined). The relocation of the existing tenants shall be carried out in accordance with a Relocation Plan approved by the City of Alexandria and Virginia Housing, which shall provide for relocation assistance to be provided to each eligible household. The Option to purchase the Property under this Agreement shall be contingent on Grantor completing the Grantor Work, which Grantor Work shall transfer to Grantee in the event Grantee exercises the Option hereto.
5. **Exercise of Option.** Grantee may exercise the Option by giving Grantor written notice, signed by Grantee, on or before the Expiration Date. Upon exercise of the Option in accordance with the terms hereof, the parties shall, within ninety (90) calendar days following the date of such exercise, in good faith negotiate mutually agreeable terms for, and enter into, a purchase agreement for sale of the Property to Grantee (the “**Purchase Agreement**”). Grantor will prepare and present to Buyer a Contract of Sale so as to have such contract fully executed by both parties. Upon execution of a Purchase Agreement the Option shall become null and void and the parties hereto shall have no further rights, obligations or liabilities hereunder, provided however provisions of this Agreement still applicable shall be incorporated in the Purchase Agreement, unless waived by the party to

which the provision is intended to benefit. The Purchase Agreement shall set forth a date to close on the payment of the purchase price and transfer of the Property (the “**Closing Date**”) which shall not be more than six (6) months from the date of exercise of the option.

6. **Proof of Title.** Grantor will, at Grantee’s expense, furnish Grantee a policy of title insurance, written by a title insurer acceptable to Grantee, insuring the title to the Property on terms acceptable to Grantee.
7. **Failure to Exercise Option.** If Grantee does not exercise the Option in accordance with its terms and before the Expiration Date, the Option and the rights of Grantee will automatically and immediately terminate without notice. In the event Grantee fails to exercise the Option, Grantor will retain the sum paid as consideration for the Option.
8. **Notices.** All notices provided for in this Agreement will be deemed to have been duly given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

If to Grantor: CLI Multifamily Partnership, L.P.
 c/o Community Lodgings Inc.
 3912 Elbert Avenue, Suite 108,
 Alexandria, VA 22305
 Attn: Lynn Thomas

If to Grantee: CLI New Elbert LLC
 c/o Community Lodgings Inc.
 3912 Elbert Avenue, Suite 108,
 Alexandria, VA 22305
 Attn: Lynn Thomas

With a Copy to: Nixon Peabody LLP
 799 9th Street NW, Suite 500,
 Washington, DC 20001
 Attn: Dana S. Roper

9. **Binding Effect.** This Agreement will be binding upon and inure only to the benefit of the parties to it.
10. **Marketing.** Grantor shall not market the Property or enter into any contract or option to sell the Property prior to the Expiration Date.
11. **Contingencies.** Grantee’s exercise of the Option is contingent upon the following, without limitation: (a) Grantee determining the feasibility of the Property for development, (b) Grantee obtaining financing for the development of the Property, including an allocation

of LIHTCs from VHDA, and (c) determinations satisfactory to Grantee that the Property and Grantee's development plan meet all applicable governmental requirements, including without limitation any review and approvals that may be required pursuant to the National Environmental Policy Act ("NEPA") and related requirements under 24 CFR Parts 50 or 58, if applicable.

12. **Choice of Law:** This Agreement will be governed by, enforced, and construed in accordance with the internal laws of the Commonwealth of Virginia. This Agreement will be deemed to have been executed in Alexandria, Virginia. The parties agree that the Circuit Court for Alexandria, Virginia will have exclusive jurisdiction over any disputes arising out of this Agreement. Grantor and Grantee agree that such court may exercise personal jurisdiction over them and waive any defenses each may have to such exercise of jurisdiction.
13. **No Assignment:** Grantee will not assign this Agreement without the prior written consent of Grantor.
14. **Counterparts:** This Agreement may be executed in multiple original counterparts, each of which will constitute an original document binding upon the party or parties signing the same. It will not be necessary that all parties sign all counterparts and this Agreement will be binding if each party will have executed at least one counterpart. PDF, TIFF, facsimile, or other electronic signatures will be deemed originals for all purposes.

[Signature Pages Follow]

[signature page to Option to Purchase]

GRANTEE:

CLI NEW ELBERT LLC,
a Virginia limited liability company

By: CLI New Elbert GP LLC,
a Virginia limited liability company,
its sole member

By: Community Lodgings, Inc.,
a Virginia nonstock corporation,
its sole member

By: 
Lynn Thomas (Jul 15, 2024 11:57 EDT)

Name: Lynn Thomas
Title: Executive Director

[signature page to Option to Purchase]

GRANTOR:

CLI MULTIFAMILY PARTNERSHIP, L.P.,
a Virginia limited partnership

By: Community Lodgings, Inc.,
a Virginia nonstock corporation,
its general partner

By: 
Lynn Thomas (Jul 12, 2024 11:57 EDT)
Name: Lynn Thomas
Title: Executive Director

EXHIBIT A TO OPTION TO PURCHASE

Property Description

All those certain lots or parcels of land situated, lying and being in the City of Alexandria, Virginia, and being more particularly described as follows:

All of Lots 1, 2 and 3, MANKE'S ADDITION TO BEVERLY PARK, as the same is duly dedicated, platted and recorded among the land records of the City of Alexandria, Virginia, in Deed Book 186 at Page 303.

AND BEING that property acquired by Deed dated August 25, 1993 and recorded August 27, 1993 in Deed Book 1440 at Page 1425.

Elbert Avenue - Option to Purchase 4885-4809-3135 v.2

Final Audit Report

2024-07-15

Created:	2024-07-15
By:	Anne Browne (anne.w.browne@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZxAXXVQEd-Jcf-9-cZEUVP1ds7sWwgpf

"Elbert Avenue - Option to Purchase 4885-4809-3135 v.2" History

-  Document created by Anne Browne (anne.w.browne@gmail.com)
2024-07-15 - 3:54:33 PM GMT- IP address: 72.83.51.32
-  Document emailed to Lynn Thomas (lynnthomas@community-lodgings.org) for signature
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2024-07-15 - 3:55:10 PM GMT- IP address: 74.125.210.164
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Signature Date: 2024-07-15 - 3:57:15 PM GMT - Time Source: server- IP address: 73.250.12.162
-  Agreement completed.
2024-07-15 - 3:57:15 PM GMT



City of Alexandria, VA
 Office of Real Estate Assessments
 301 King Street, Room 2600, Alexandria, VA
 Phone: [703.746.4646](tel:703.746.4646)



Detailed Property Description

3908 ELBERT AVE, ALEXANDRIA, VA

- [Primary Sales Comparison](#)
- [2024 Sales & Other Transactions](#)
- [2023 Sales & Other Transactions](#)
- [Tax & Fee Info](#)

Account Number: 15481000 **Map-Block-Lot Number:** 007.01-04-04
Primary Property Class: GARDEN APT 3 ST OR < (310) **Study Group:** 1086

General Information & Description

Owner Name:
 CLI MULTIFAMILY PARTNERSHIP LP

Census Tract:
 2012.03

Legal Description:
 LOTS 1 2 & 3 MANKES ADDN TO BEVERLY PARK (3908-3916 ELBERT AVE) (ELBERT APTS)

Mailing Address:
 ATTN VHDA TONY A WEBB PO BOX 5127
 RICHMOND VA 23220

Census Block: 107

[Explore in Parcel Viewer](#)

Assessment Information

Tax Status: TAXABLE

Assessment Date	Land Value	Building Value	Total Value
01/2024	\$2,152,087	\$3,212,957	\$5,365,044
01/2023	\$2,152,087	\$3,056,693	\$5,208,780
01/2022	\$2,049,607	\$2,911,137	\$4,960,744
01/2021	\$2,049,607	\$2,674,911	\$4,724,518
01/2020	\$2,049,607	\$2,674,911	\$4,724,518
01/2019	\$1,863,279	\$2,431,737	\$4,295,016
01/2018	\$1,863,279	\$2,041,281	\$3,904,560

01/2017	\$1,863,279	\$1,686,321	\$3,549,600
01/2016	\$1,863,279	\$1,686,321	\$3,549,600
01/2015	\$1,693,890	\$1,469,065	\$3,162,955
01/2014	\$1,693,890	\$1,385,910	\$3,079,800
01/2013	\$1,885,000	\$1,048,740	\$2,933,740
01/2012	\$1,431,227	\$1,502,513	\$2,933,740
01/2011	\$1,431,227	\$1,165,003	\$2,596,230
01/2010	\$1,431,227	\$1,041,373	\$2,472,600
01/2009	\$1,431,227	\$2,048,774	\$3,480,001
01/2008	\$1,431,227	\$2,048,774	\$3,480,001
01/2007	\$1,301,115	\$1,839,585	\$3,140,700
01/2006	\$1,083,900	\$1,532,500	\$2,616,400
01/2005	\$833,800	\$1,178,800	\$2,012,600
01/2004	\$725,000	\$983,100	\$1,708,100
01/2003	\$319,000	\$913,500	\$1,232,500
01/2002	\$295,900	\$816,100	\$1,112,000
01/2001	\$295,900	\$690,100	\$986,000
01/2000	\$295,900	\$661,100	\$957,000

Sales Information

Sale Date	Sale Price	Grantor	Grantee	Sale Code	Sale Ref. ID
08/25/1993	\$700,000	HOME SAVINGS OF AMERICA FSB	CLI MULTIFAMILY PTNSHP LP	N	14401425
11/06/1992	\$1,210,000		HOME SAVINGS OF AMERICA FSB	M	1394-29
01/02/1973	\$350,000			A	751-32

Land Description

Lot Size (Sq. Ft.): 37,620

Zoning: RA

Building Description

Year Built: 1940

Construction Quality: GOOD

Building Condition: GOOD

HVAC: PACKAGE UNIT

Building Type: MULTIPLE - RESIDENTIAL

Gross Building Area (Sq. Ft.): 23,652

Net Leaseable Area (Sq. Ft.): 0

Units: 29

There may be additional data for this property; contact Office of Real Estate Assessments for more information.

NOTE: Building area is above grade and does not include basement area.

Date of Query: 3:25 PM on June 19, 2024

© 1995–2024 City of Alexandria, VA and others

Tab F:

RESNET Rater Certification (MANDATORY)



Appendix F
RESNET Rater Certification of Development Plans

Project Name: CLI Elbert Ave

Project Address: 3908 Elbert A'

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

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

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

In addition provide HERS rating documentation as specified in the manual

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

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

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

Additional Optional Certifications

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

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

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

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

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

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

Signed: 

Date: 7/17/24

Printed Name: Stacey Smith

RESNET Rater

Resnet Provider Agency
Viridiant

Signature 

Provider Contact and Phone/Email Sean Shanley: (804)225-9843 / sean.shanley@viridiant.org

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2022-11-21

Registry ID:

Ekotrope ID: 0vQEO04v

HERS® Index Score:

60

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$825

*Relative to an average U.S. home

Home:
3908 Elbert Ave
Alexandria, VA 22305

Builder:
CLI Multifamily Partnership

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.7	\$221
Cooling	1.6	\$63
Hot Water	3.8	\$146
Lights/Appliances	14.1	\$541
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	25.3	\$1,062

This home meets or exceeds the criteria of the following:

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

Rating Completed by:

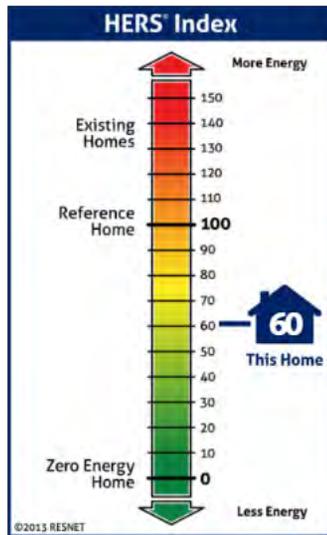
Energy Rater: Stacey Smith
RESNET ID: 2279319

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

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



Stacey Smith, Certified Energy Rater
Digitally signed: 7/17/24 at 3:32 PM



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	1BR Lvl2-5 End
Community:	N/A
Conditioned Floor Area:	709 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 3.66 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 17.6 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 1.45 ACH50)
Ventilation:	55 CFM • 54 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-23
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-19

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2022-11-21

Registry ID:

Ekotrope ID: 3LM1aBwL

HERS® Index Score:

64

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$702

*Relative to an average U.S. home

Home:
3908 Elbert Ave
Alexandria, VA 22305

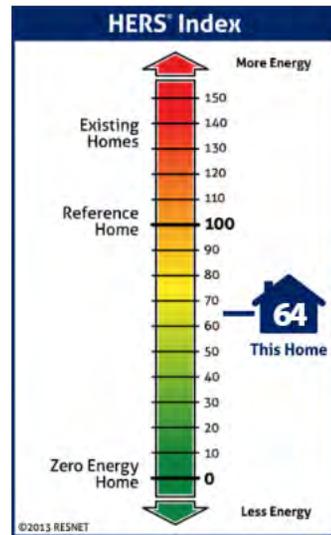
Builder:
CLI Multifamily Partnership

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.3	\$164
Cooling	1.6	\$61
Hot Water	3.6	\$139
Lights/Appliances	14.1	\$542
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	23.6	\$997

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	1BR Lvl6 End
Community:	N/A
Conditioned Floor Area:	709 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 3.66 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 17.6 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.31 ACH50)
Ventilation:	55 CFM • 54.7 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-23
Ceiling:	Vaulted Roof, R-38
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

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

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

Stacey Smith, Certified Energy Rater
Digitally signed: 7/17/24 at 3:32 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2022-11-21

Registry ID:

Ekotrope ID: kLZrOb6L

HERS® Index Score:

60

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$905

*Relative to an average U.S. home

Home:
3908 Elbert Ave
Alexandria, VA 22305

Builder:
CLI Multifamily Partnership

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.3	\$166
Cooling	1.6	\$61
Hot Water	5.1	\$195
Lights/Appliances	16.9	\$648
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	27.8	\$1,160

This home meets or exceeds the criteria of the following:

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

Rating Completed by:

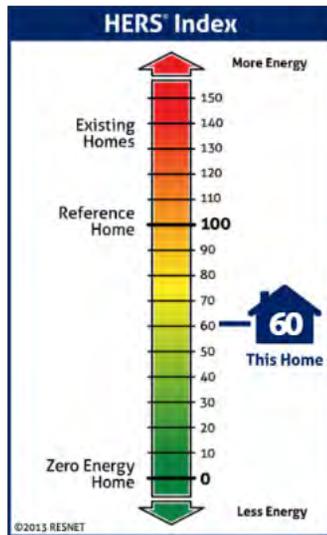
Energy Rater: Stacey Smith
RESNET ID: 2279319

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

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



Stacey Smith, Certified Energy Rater
Digitally signed: 7/17/24 at 3:32 PM



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2BR Lvl2-5 End
Community:	N/A
Conditioned Floor Area:	912 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 3.66 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 20.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 1.00 ACH50)
Ventilation:	75 CFM • 74.6 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-23
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-19

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2022-11-21

Registry ID:

Ekotrope ID: q2RKQ6rL

HERS® Index Score:

61

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$890

*Relative to an average U.S. home

Home:
3908 Elbert Ave
Alexandria, VA 22305

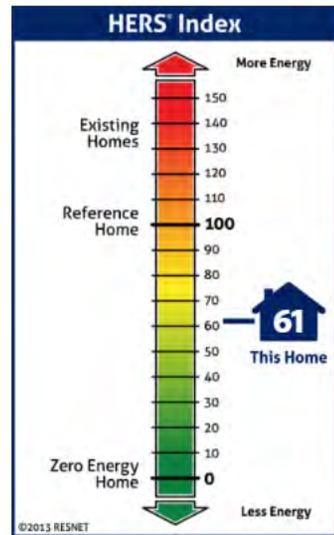
Builder:
CLI Multifamily Partnership

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.3	\$164
Cooling	1.9	\$73
Hot Water	5.1	\$195
Lights/Appliances	16.9	\$648
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	28.1	\$1,171

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2BR Lvl6 End
Community:	N/A
Conditioned Floor Area:	912 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 3.66 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 20.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.40 ACH50)
Ventilation:	75 CFM • 75 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-23
Ceiling:	Vaulted Roof, R-38
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

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

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


Stacey Smith, Certified Energy Rater
Digitally signed: 7/17/24 at 3:32 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2022-11-21

Registry ID:

Ekotrope ID: ILKzWOY2

HERS® Index Score:

60

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$1,084

*Relative to an average U.S. home

Home:
3908 Elbert Ave
Alexandria, VA 22305

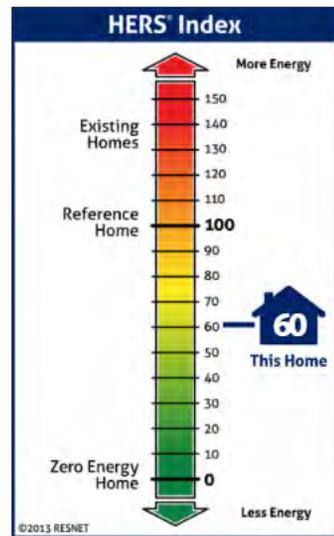
Builder:
CLI Multifamily Partnership

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.9	\$222
Cooling	2.3	\$87
Hot Water	6.3	\$239
Lights/Appliances	19.5	\$743
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	33.9	\$1,383

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	3BR Lvl2-5 End Corner
Community:	N/A
Conditioned Floor Area:	1,115 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 3.66 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 1.13 ACH50)
Ventilation:	90 CFM • 89 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-23
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-19

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

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

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

Stacey Smith, Certified Energy Rater
Digitally signed: 7/17/24 at 3:32 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2022-11-21

Registry ID:

Ekotrope ID: kLZrO1yL

HERS® Index Score:

60

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$1,076

*Relative to an average U.S. home

Home:
3908 Elbert Ave
Alexandria, VA 22305

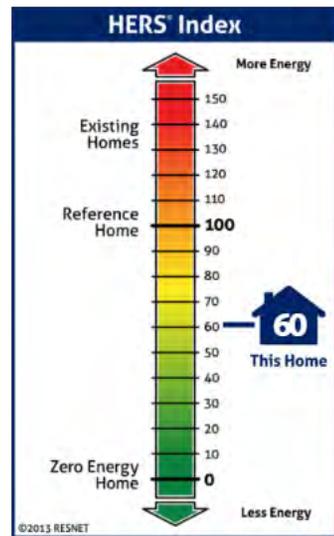
Builder:
CLI Multifamily Partnership

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.2	\$199
Cooling	2.5	\$95
Hot Water	6.3	\$239
Lights/Appliances	19.5	\$745
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	33.5	\$1,369

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

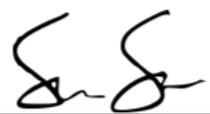
Home Type:	Apartment, end unit
Model:	3BR Lvl6 End Corner (Top)
Community:	N/A
Conditioned Floor Area:	1,115 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 3.66 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.60 ACH50)
Ventilation:	90 CFM • 89.5 Watts • Supply Only
Duct Leakage to Outside:	2 CFM25 / 100 ft ²
Above Grade Walls:	R-23
Ceiling:	Vaulted Roof, R-38
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

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

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


Stacey Smith, Certified Energy Rater
Digitally signed: 7/17/24 at 3:32 PM

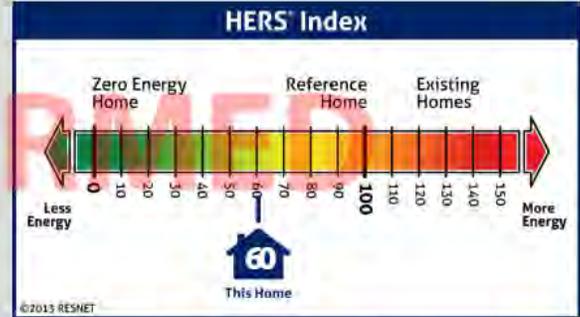




ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: CLI Multifamily Partnership
Permit Date/Number:
Home/Unit Address: 3908 Elbert Ave, Alexandria, VA 22305

Rating Company: Viridian
Rater ID Number: 2279319
Rating Date: 2022-11-21
Oversight By: RESNET
Program/Version Number: Multifamily V1.1



This value is not intended to be used for code compliance.

Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 5 ACH50

Primary Insulation Levels:

Ceiling: R-38 **Floor:** R-13
Wall: R-23 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.25 **SHGC:** 0.27

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
4 CFM25 / 100 ft² (Post-Construction) **2 CFM25 / 100 ft²**

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 3.66 COP

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 19 SEER

Whole-House Ventilation Type (System Type):

Supply Only

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

The certificate provides a summary of the major energy efficiency and other construction features that contribute to this home or apartment earning the ENERGY STAR, as determined through independent inspection and verification performed by a trained professional. The Energy Rating Index or HERS index for this home, if reported, is calculated in accordance with ANSI/RESNET/ICC Standard 301, with any exceptions

approved by EPA. Because the version of Standard 301 used to calculate this index may not align with the version referenced by code, this value is not intended to be used to demonstrate compliance with code. Note that when a home or apartment contains multiple performance levels for a particular feature (e.g., window efficiency or insulation levels), the predominant value is shown. Also, homes and apartments may be certified

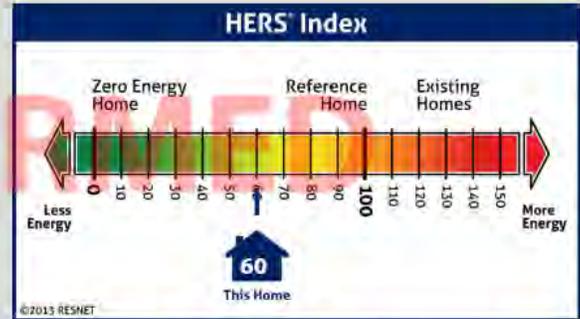
to earn the ENERGY STAR, using a sampling protocol, whereby one home or apartment is randomly selected from a set for representative inspections and testing. In such cases, the features found in each home or apartment within the set are intended to meet or exceed the values presented on this certificate. The actual values for your home or apartment may differ, but offer equivalent or better performance.



ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: CLI Multifamily Partnership
Permit Date/Number:
Home/Unit Address: 3908 Elbert Ave, Alexandria, VA 22305

Rating Company: Viridian
Rater ID Number: 2279319
Rating Date: 2022-11-21
Oversight By: RESNET
Program/Version Number: Multifamily V1.1



This value is not intended to be used for code compliance.

Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 5 ACH50

Primary Insulation Levels:

Ceiling: R-13 **Floor:** R-19
Wall: R-23 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.25 **SHGC:** 0.27

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
6 CFM25 / 100 ft² (Post-Construction) **4 CFM25 / 100 ft²**

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 3.66 COP

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 17.6 SEER2

Whole-House Ventilation Type (System Type):

Supply Only

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

The certificate provides a summary of the major energy efficiency and other construction features that contribute to this home or apartment earning the ENERGY STAR, as determined through independent inspection and verification performed by a trained professional. The Energy Rating Index or HERS index for this home, if reported, is calculated in accordance with ANSI/RESNET/ICC Standard 301, with any exceptions

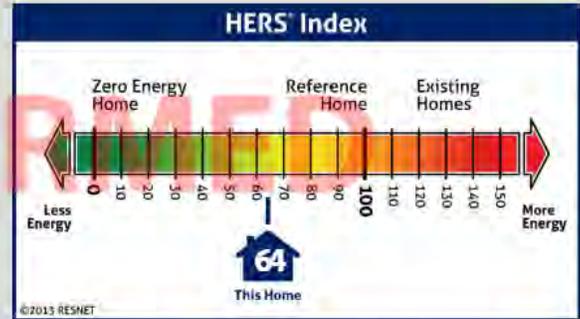
approved by EPA. Because the version of Standard 301 used to calculate this index may not align with the version referenced by code, this value is not intended to be used to demonstrate compliance with code. Note that when a home or apartment contains multiple performance levels for a particular feature (e.g., window efficiency or insulation levels), the predominant value is shown. Also, homes and apartments may be certified

to earn the ENERGY STAR using a sampling protocol, whereby one home or apartment is randomly selected from a set for representative inspections and testing. In such cases, the features found in each home or apartment within the set are intended to meet or exceed the values presented on this certificate. The actual values for your home or apartment may differ, but offer equivalent or better performance.



ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: CLI Multifamily Partnership
Permit Date/Number:
Home/Unit Address: 3908 Elbert Ave, Alexandria, VA 22305
Rating Company: Viridian
Rater ID Number: 2279319
Rating Date: 2022-11-21
Oversight By: RESNET
Program/Version Number: Multifamily V1.1



This value is not intended to be used for code compliance.

Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 5 ACH50

Primary Insulation Levels:

Ceiling: R-38 **Floor:** R-13
Wall: R-23 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.25 **SHGC:** 0.27

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
6 CFM25 / 100 ft² (Post-Construction) **4 CFM25 / 100 ft²**

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 3.66 COP

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 17.6 SEER2

Whole-House Ventilation Type (System Type):

Supply Only

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.95 UEF

About this certificate

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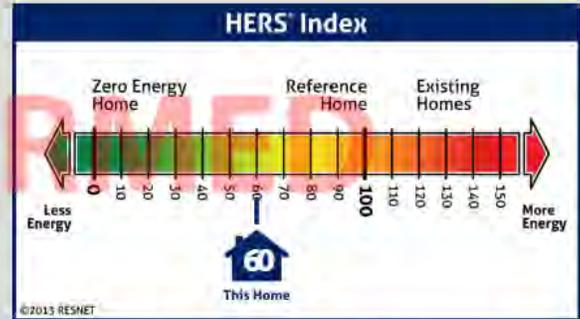
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to earn the ENERGY STAR, using a sampling protocol, whereby one home or apartment is randomly selected from a set for representative inspections and testing. In such cases, the features found in each home or apartment within the set are intended to meet or exceed the values presented on this certificate. The actual values for your home or apartment may differ, but offer equivalent or better performance.



ENERGY STAR® CERTIFIED NEW CONSTRUCTION

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Wall: R-23 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.25 **SHGC:** 0.27

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Primary Heating (System Type • Fuel Type • Efficiency):

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Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 20.2 SEER2

Whole-House Ventilation Type (System Type):

Supply Only

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

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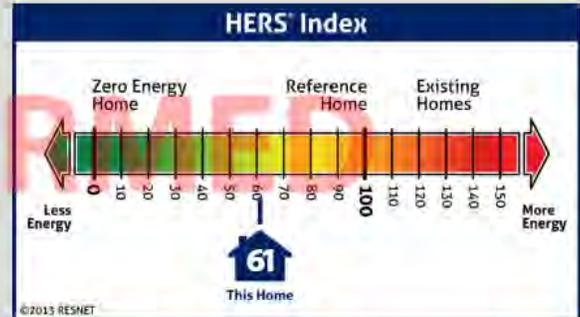
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Air Infiltration Test: 5 ACH50

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Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

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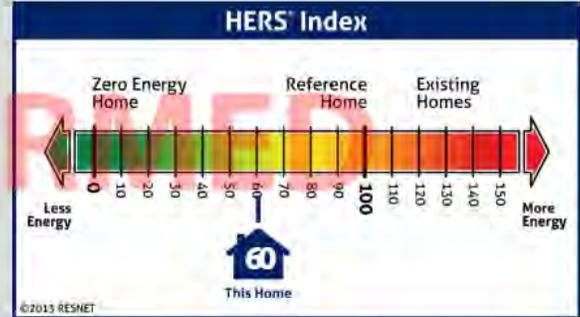
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Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 19 SEER

Whole-House Ventilation Type (System Type):

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CLI Elbert Avenue Residence

Solar Energy Plan

The attached Solar Feasibility Study from Southern Energy Management shows that by installing 49.6 kW of solar panels at CLI Elbert Avenue Residences, approximate overall electric savings will be approximately 7%. Savings from the solar panels will be recognized at the master meter level and directly reduce the common area electrical expense.

In order to provide the benefit of this savings to the residents of the development, the project will apply the savings to a Supportive Services Escrow. This escrow will be used to provide a range of supportive services to tenants, including Telehealth as described in Tab S. The anticipated Supportive Services Escrow is included in the Miscellaneous Administrative Expense line in the operating budget.

Elbert Avenue

Date Submitted: 7/10/24

Preliminary Solar Feasibility

Proposed Scope(s) of Work	Photovoltaic
Project Location	Alexandria, VA
Estimated System Size (kW)	49.56 kW
Total Annual kWh	57,295
First Year kWh	61,555
Estimated Total Annual Energy Offset	7%
Estimated Common Space Annual Energy Offset	43%
Estimated Cost*	\$137,000
Solar Potential	Strong - Suitable - Weak

**Pricing will be reviewed by SEM operations team before moving to contract*

Call to Action:

1. Check out the solar potential for your site!
2. Reach out to us with any questions or clarifications.
3. Want to explore further?

Contact Mike Neptune (mike@southern-energy.com) for more information and to pursue a Detailed Solar Evaluation

Our Process: How do we do it?

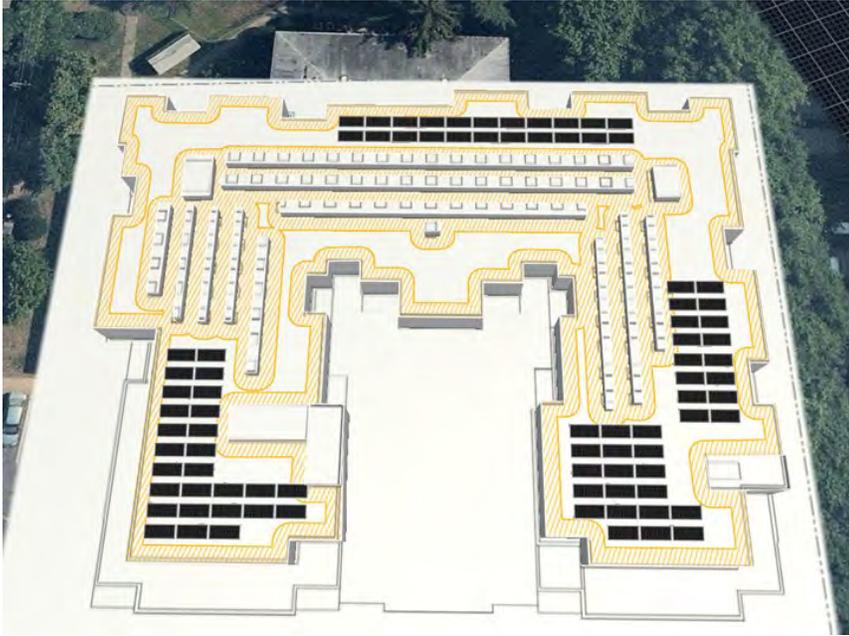
1. To determine the estimated number of solar panels and system size based on the square footage of the roof space and the standard size of solar panels:
 - o SEM measured or obtained the total square footage of the roof area that can be used for solar panel installation.
 - o Using standard solar panel sizing.
2. SEM uses the U.S Energy Information Administration 2018 as the basis to calculate energy consumption and determine annual kWh solar production. Including specifics of project design and estimate offset.

This Solar Feasibility Study is intended for early-stage new construction projects and an estimation based on the plans shared with SEM. Assumptions such as the location of mechanical systems like RTUs/ HVAC and roof obstacles can be revised and confirmed for a more detailed solar evaluation.

Note: Assumptions are made that the roof is flat unless specified otherwise.

Solar Potential Key

- **Strong** - Excellent! Your potential for solar is great! Minimal changes are needed, and there isn't much concern for shading.
- **Suitable** - There is potential here, but some changes may be needed with RTUs or other obstructions on the roof. In its current state, the solar offset will be medium to low.
- **Weak** - The roof area needs some help! Changes to RTUs might be needed, or other concerns with the shading. Parking Lot Canopy Solar might be an option, but it's more costly than a rooftop installation.



System Overview

TOTAL SYSTEM SIZE

49.6 kW-DC

ESTIMATED ANNUAL PRODUCTION

57,295 kWh

30 YEAR CO2 EMISSIONS IMPACT

2,612,634 LBS

Net System Cost \$71,446

LIFETIME SOLAR ENVIRONMENTAL IMPACT



Vehicles Taken
Off the Road
249



Tree Seedlings
Planted
30,391

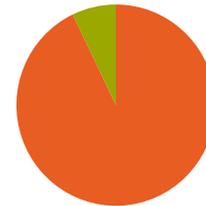


Miles Per Year
Saved
2,822,332



Acres of Forest
in 1 Year
971

Solar Offset



Utility 799,906 kWh (92.85%)
Solar PV 61,556 kWh (7.15%)

Prepared By

Southern Energy Management

5908 Triangle Drive, Raleigh, NC 27617

Mickey Fanney

Commercial Solar Specialist

P: (919) 441-9686

E: mickey@southern-energy.com

Prepared For

Joseph Brown Dev

3908 Elbert Ave, VA 22305

DATE SUBMITTED

7/10/2024

PROPOSAL VALID TO

30 Days from Date Submitted

Cost & Incentives

- * Consult a Tax Professional for all estimated benefits
- * 60% of Depreciation Realized in Year 1
- * O&M Agreement is a separate purchase

Solar PV System Cost and Incentives	
Solar PV System Cost	\$137,000
Federal - MACRS Bonus Depreciation	-\$24,455
Federal Tax Credit	-\$41,100
Net Solar PV System Cost	\$71,446

Payment Terms

Proposal valid for 30 days from date submitted, based on current rate schedule and current site assumptions.

Acceptance of Proposal	\$27,400	20%
Work Commencement	\$41,100	30%
Substantial Completion	\$54,800	40%
Commissioning	\$13,700	10%
Total	\$137,000	100%

Financing

* Monthly payment estimates are subject to credit review

We offer financing through National Energy Improvement Fund (NEIF) and Sunstone Credit with terms up to 20 years. Financing estimates are available upon request.

Global Assumptions

The information provided in this proposal, such as savings calculations, is based on the following assumptions

Utility Escalation Rate Project Life
4% per year **30 Years**

WARRANTIES & MAINTENANCE	
•	12 Year Product Warranty on Modules
•	30 Year Power Output Warranty on Modules
•	10 Year Warranty on Inverters
•	5 Year Labor Warranty on SEM Installed Components
•	Extended Warranties are Available

EXCLUSIONS	
•	Provisions to paint any components
•	Any repairs to the roof required before installation of the PV system
•	Bonding
•	Electrical facilities upgrade expenses

Equipment Selection	
Module	49.6 kW-DC Standard Modules
Inverter	Standard Inverter

3027+

Solar Systems Installed
Since 2001

306+

Families & Businesses
Impacted This Year

23

Years in Business

About Us

Southern Energy Management (SEM) is the Southeast's rooftop solar and building performance expert based out of Raleigh, North Carolina.

We're a team of over 180 building scientists, solar professionals, and entrepreneurs (and our dogs) dedicated to improving the way the world makes and uses energy. Since 2001, it's been our mission to help others achieve their sustainability goals. Together with homeowners, builders, and companies across the country, we're leading the change through energy efficiency and turn-key solar services.



We also believe what you do is important, and how you do it matters just as much. Because of that, we're proud to be a Certified B Corporation using business as a force for good. B Corp Certification verifies that Southern Energy Management meets rigorous standards in social and environmental performance, accountability, and transparency.

What's Next?

Review and Reset: Review internally and reach out to us with any questions for our next meeting. We want to help find the right sized system for you! We'll need to make sure we have the most up-to-date information. Bills, plan sets (if applicable), and any other items that will help us be sure we're as accurate as possible.

SEM will update this quote based on conversation and revisit with any amendments as needed. Follow up will occur within the next two weeks with initial updates.



NC GC License #69072 / NC Electrical License: U31374

Tab G:

Zoning Certification Letter (MANDATORY)



DEPARTMENT OF PLANNING AND ZONING

301 King Street, Room 2100
P.O. Box 178

Phone 703.746.4666

Alexandriava.gov

DATE: July 5, 2024

TO: Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

Zoning Certification

RE: ZONING CERTIFICATION

Name of Development: CLI Elbert Avenue Residences

Name of Owner/Applicant: CLI New Elbert Avenue LLC

Name of Seller/Current Owner: CLI Multifamily Partnership LP

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:
3908-3912 Elbert Avenue, Alexandria, Virginia

Legal Description:
All those certain lots or parcels of land situated, lying and being in the City of Alexandria, Virginia, and being more particularly described as follows: All of Lots 1, 2 and 3, MANKE'S ADDITION TO BEVERLY PARK, as the same is duly dedicated, platted and recorded among the land records of the City of Alexandria, Virginia, in Deed Book 186 at Page 303. AND BEING that property acquired by Deed dated August 25, 1993 and recorded August 27, 1993 in Deed Book 1440 at Page 1425.

Proposed Improvements:

Table with 4 columns: Improvement Type, # Units, # Buildings, Total Floor Area Sq. Ft.
Rows: New Construction (checked), Adaptive Reuse, Rehabilitation

Zoning Certification, cont'd

Current Zoning: See Attachment allowing a density of _____ units per acre, and the following other applicable conditions: _____

Other Descriptive Information:

The Development Special Use Permit for this project was approved by Alexandria City Council February 25, 2023.

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.

Karl W Moritz
Signature

KARL W. MORITZ
Printed Name

Director, Department of Planning and Zoning
Title of Local Official or Civil Engineer

703.746.3804
Phone:

July 5, 2024
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 contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.

Tab G Attachment

Virginia Housing Tracking Number: 2024-TEB-145
Development Name: CLI Elbert Avenue Residences
Name of Owner/Applicant: CLI Multifamily Partnership LP

Current Zoning:

Current Zoning: RMF/Residential Multifamily allowing a density of N/A units per acre, and the following other applicable conditions:

The Residential Multifamily Zone permits a base FAR of 0.75. Applicants may pursue a Special Use Permit (SUP) granting up to 3.0 FAR if they commit to providing committed affordable housing. Committed affordable housing provided must be equivalent to at least one-third of the increase in the floor area ratio permitted above the maximum base zoning (0.75 FAR). In addition, projects built utilizing the RMF zone must provide an affordable housing and relocation plan consistent with City standards, and rents payable by households for the committed affordable units shall not, on average, exceed the maximum rents allowed under the Federal Low-Income Housing Tax Credit program for households with incomes at 40 percent of the area median income for the Washington, D.C., Metropolitan Statistical Area. Average rents payable by households for the committed affordable units may be increased up to the maximum rents allowed under the Federal Low-Income Housing Tax Credit program for households with incomes at 50 percent of the area median income for the Washington, D.C., Metropolitan Statistical Area subject to the submission of a revised affordable housing plan.

Tab H:

Attorney's Opinion (MANDATORY)



Nixon Peabody LLP
799 9th Street NW
Suite 500
Washington, DC 20001-5327
T / 202.585.8000

Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

July 17, 2024

Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)

Name of Development: CLI Elbert Avenue Residences, Alexandria, VA
Name of Owner: CLI New Elbert LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. We have received a copy of and have reviewed the completed application package dated July 17, 2024 (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”). We have also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as we believe 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 we deem 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 the 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 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.
4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.
5. 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.
6. The nonprofit organization's 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 the placement in service of each building of the Development, 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 ("Virginia Housing") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by Virginia Housing 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.

Very truly yours,



Nixon Peabody LLP

H. Attorney's Opinion

Attorney's Opinion Letter

(Added)



Nixon Peabody LLP
799 9th Street NW
Suite 500
Washington, DC 20001-5327
T / 202.585.8000

Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

General Instructions

- ~~1. This Opinion **must** be included with application.~~
- ~~2. This Opinion **must** be submitted under law firm's letterhead.~~
- ~~3. The executed Opinion submitted as part of the application **must** be accompanied by a blackline showing that no changes have been made to this form beyond those necessary to complete it (e.g. filling in blanks, selecting bracketed language as appropriate).~~
- ~~4. If circumstances unique to a particular application require modification of this form, any such modification **must** be approved by Virginia Housing in writing within six months prior to the application deadline. A copy of any such approval must be included with this executed Opinion as part of the application.~~
- ~~5. **Be aware that there is a 9% version and a Tax Exempt version.** Failure to utilize the correct form or to abide by the instructions above form may result in a point penalty or rejection of the application.~~

~~If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.~~

July 17, 2024

Attorney's Opinion Letter – TAX EXEMPT VERSION

(This Form Must Be Included With Application)

~~This Opinion Must Be Submitted Under Law Firm's Letterhead-- Any changes to the form of opinion other than filing in blanks or making the appropriate selections in bracketed language must be accompanied by a black-lined version indicating all additional changes to the opinion. Altered opinions will still be subject to acceptance by the Authority.~~

Date

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)

Name of Development: CLI Elbert Avenue Residences, Alexandria, VA
Name of Owner: CLI New Elbert LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. ~~It has~~We have received a copy

of and ~~has~~have reviewed the completed application package dated July 17, 2024 (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~~We have also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as ~~it believes~~we believe 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~~we deem 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 the Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.

~~2. [Select One]~~

(Add)

July 17, 2024
Page 2

Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

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~~Development comply with all applicable requirements of the Code and ~~regulations~~Regulations, including the selection of credit type implicit in such calculations.



3. 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.
4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.
5. 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.
6. The nonprofit organization's 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 the placement in service of each building of the Development, 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 ("Virginia Housing") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by Virginia Housing 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.

Very truly yours,

(Add)
iurxon Peabody LLP

|

[Nixon Peabody LLP](#)

|

[4877-7834-6187.4](tel:4877-7834-6187.4)

Summary report:
Litera Compare for Word 11.7.0.54 Document comparison done on
7/15/2024 5:31:33 PM

Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Tab H-2 4pct Attorneys Opinion.pdf	
Modified DMS: nd://4877-7834-6187/6/Elbert Ave - Attorney Opinion for VHDA Tax Credit Application.pdf	
Changes:	
<u>Add</u>	31
Delete	28
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	1
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	3
Embedded Excel	0
Format changes	0
Total Changes:	63

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

CLI Elbert Avenue Residences

Relocation Plan

Per the Option to Purchase between CLI New Elbert LLC and the current owner, CLI Multifamily Partnership LP, the following relocation plan will be implemented by Community Lodgings, acting on behalf of the current owner and the cost of the plan (as shown in the included budget) will be paid to the current owner as part of the purchase transaction.

Elbert Avenue Residences

Relocation Plan

~~October 15, 2022~~

June 30, 2024

Prepared for Community Lodgings

Prepared by HousingToHome



HousingToHome (HTH) | www.housingtohome.com | 50 Summer St. Boston, MA 02110 | 617-804-0154

DRAFT

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I. DEFINITIONS

1. Affected Residents - All households living in the 28 units in Elbert Avenue Apartments as of the date the General Information Notice was sent. This term shall not apply to any resident who is or becomes in violation of their lease or currently is involved in an eviction proceeding. These are residents in “good standing” at the time the Relocation Plan is officially submitted to the Office of Housing, Landlord Tenant Division staff.
2. Area Median Income (AMI) - a measure of residents’ median income in a broad area and it is calculated and released every year by the U.S. Department of Housing and Development (HUD).
3. Comparable Housing - For households being permanently relocated for more than 12 months, comparable housing will be an off-site temporary relocation unit that will be used for permanent housing during the relocation period. A comparable housing unit will be a) in a location not less desirable than the location of the dwelling, b) in an area that is not subject to unreasonable adverse environmental conditions, c) functionally equivalent to the displacement unit as it relates to size and utility, d) available and within the financial means of the displaced person, e) decent, safe, and sanitary, f) adequate in size to accommodate legal occupants, g) on a site that is typical in size for residential development with normal site improvements, and h) currently available to the displaced person.
4. Coronavirus Disease 2019 (COVID-19) - A respiratory illness that is caused by the coronavirus, SARS-CoV-2; the disease is easily spread from person to person.
5. Decent, Safe and Sanitary - A replacement dwelling that is (a) structurally sound, weather tight and in good repair, (b) contains safe electrical wiring and a safe heating system, (c) is adequate in size to meet the space needs of the displaced person, (d) contains safe unobstructed egress that is free from barriers in cases where there is mobility impairment and (e) complies with lead based paint requirements.
6. Development Team - Community Lodgings Inc., the owner and property manager of Elbert Avenue Apartments.
7. HOME Investment Partnerships Program (HOME) - Provides formula grants to states and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest federal block grant to state and local governments designed exclusively to create affordable housing for low-income households.
8. Housing Opportunity Fund - A fund that supports the development and preservation of affordable and accessible housing.
9. HousingToHome (HTH) - A highly experienced national firm that specializes in relocation, resident engagement, community building, and consulting services. HTH provides services for affordable and mixed-income owners undertaking a renovation or redevelopment project. HTH wrote the Elbert Avenue Apartments Relocation Plan, is providing relocation consulting services to Community Lodgings Inc., and will be the Relocation Specialist for the project.

10. Low-Income Housing Tax Credit (LIHTC) - Created by the Tax Reform Act of 1986, the LIHTC program gives State and local LIHTC-allocating agencies the equivalent of approximately \$8 billion in annual budget authority to issue tax credits for the acquisition, rehabilitation, or new construction of rental housing targeted to lower-income households.
11. National Housing Trust Fund - The first new housing resource since 1974 targeted to the building, rehabilitating, preserving, and operating rental housing for extremely low-income people.
12. Owner of Elbert Avenue Apartments - Community Lodgings Inc..
13. Permanent Relocation - When residents are required to relocate for a period of more than 12 months as a result of demolition, acquisition, redevelopment or rehabilitation.
14. Rehabilitation - The act or process of expanding, remodeling, altering or renovating apartments and common areas within a housing development.
15. Relocation Manager - Representative of HousingToHome (HTH) whose specific task is to provide relocation counseling to affected residents and relocate affected residents for the redevelopment of Elbert Avenue Apartments and implement the relocation plan to ensure compliance with applicable relocation regulations, guidelines and laws.
16. Relocation Unit - An off-site decent, safe and sanitary vacant apartment that will house residents who must relocate permanently.
17. United States Department of Housing and Urban Development (HUD) - The Federal agency responsible for national policy and programs that address America's housing needs, that improve and develop the Nation's communities, and enforce fair housing laws. HUD's business is helping create a decent home and suitable living environment for all Americans, and it has given America's communities a strong national voice at the Cabinet level.
18. Uniform Relocation Act (URA) - A federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displaced persons from their homes, businesses, or farms. The URA's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects.
19. Virginia Department of Housing and Community Development (DHCD) - the Virginia department committed to creating safe, affordable and prosperous communities to live, work and do business in Virginia.

II. INTRODUCTION

The Elbert Ave. Apartments is a property located on Elbert Ave. in the Arlandria-Chirilagua neighborhood of the City of Alexandria, Virginia. The property, owned and managed by Community Lodgings, consists of three 3-story garden apartment buildings with 28 units of housing. Elbert Ave. Apartments have served to stabilize families coming out of homelessness and offered an affordable home for families.

Originally built in the 1940s, Elbert Ave. Apartments are in need of replacement. The time has come to reinvest in this property and transform this 80-year-old property into a modern, more dignified community for the hardworking people who live there.

This project will require relocation for the residents of Elbert Avenue Apartments in order to complete this redevelopment project. The plan is to demolish all three buildings at Elbert Avenue Apartments in Quarter 3 of 2025 and to construct a six-story apartment building containing 91 affordable apartment homes. The current residents will need to relocate permanently, defined under the URA as a relocation for a period longer than 12 months. Residents will be relocated for up to 21 months while demolition and construction is completed. Income-eligible residents will have first right to return to the new apartments.

Safe and thoughtful resident relocation is a priority for Community Lodgings and, for this reason, we have engaged HousingToHome as our relocation firm. HousingToHome (HTH) is a national relocation firm and their co-founders have extensive experience in relocation in Washington, DC, Maryland and Virginia. HTH's leadership has much experience in executing all types of relocation across the country including temporary, occupied/resident in-place, permanent relocation as well as consulting services. HTH currently provides a range of relocation services to relocation projects throughout the United States including numerous properties in the D.C., Maryland, Virginia (DMV) area. HTH is highly knowledgeable about and up to date with the relocation rules and regulations for the Uniform Relocation and Real Properties Acquisition Act of 1970, as amended (URA), Section 18 Demolition/Disposition, and the Rental Assistance Demonstration (RAD) Program and other pertinent local, state, and federal guidelines. We are also very experienced in preparing and submitting Relocation Plans, notices, and all other required relocation documents to the United States Department of Housing and Urban Development (HUD) as well as other local and state entities including the Department of Housing and Community Development.

HTH has a commitment to high quality service to our clients and to the residents. They pride themselves on being on schedule and budget and having excellent communication and follow through on our work. HTH strives to grow our business while at the same time having extremely knowledgeable, productive, and satisfied employees. HTH is a certified Women Business Enterprise (WBE). Diversity, Equity, and Inclusion (DEI) is a priority for us and is reflected in the staff who we hire as well in the decisions that we make as a company.

HTH is committed to working with the Owner, Community Lodgings, and every resident of Elbert Avenue Apartments, along with their families, to ensure excellent attention to details in terms of relocation.

This Plan, written by HousingToHome, ensures that residents of Elbert Avenue Apartments are treated fairly and in accordance with the City of Alexandria's Tenant Assistance and Relocation Policy for the Residential Multifamily Zone (RMF), the Uniform Relocation Assistance and Real Property Act of 1970 (URA), implementing regulations at 49CFR Part 24, the guidelines set forth in HUD Handbook 1378 on Tenant Assistance Relocation and Real Property Acquisition.

People of contact for this relocation plan are as follows:

Ownership

Karina Wigg, Director of Operations
Community Lodgings
3912 Elbert Ave. Suite 108
Alexandria, VA 22305
703-549-4407
karinawigg@community-lodgings.org

Relocation Consultant

Katie Provencher, Cofounder
HousingToHome
50 Summer St
Boston, MA 02110
617-293-6572
katie@housingtohome.com

Alexandria Office of Housing

Virginia Patton
Housing Program Manager
City of Alexandria, Virginia
Office of Housing
421 King Street, Suite 215
Alexandria, VA 22314
703-746-3083
virginia.patton@alexandriava.gov

A copy of this Relocation Plan will be available to all residents of Elbert Avenue Apartments. Copies of the plan will be provided at the Property Management Office at 3912 Elbert Ave. Suite 108 Alexandria, VA 22305. A Final Relocation Plan will be submitted to the Office of Housing at the time of issuance of the 120-day notice to vacate and will include the final version of the draft

relocation plan and an updated Community Profile/Survey as required in Section 3.2 of this Policy.

III. PROJECT DESCRIPTION

Elbert Ave. Apartments are located in the City of Alexandria specifically at 3908, 3912 and 3916 Elbert Avenue in the Arlandria-Chirilagua neighborhood. The property was built in the 1940s and was renovated under the low-income housing tax credit program in 1993. Elbert Ave. Apartments are subject to an extended use agreement which requires all of the units be maintained as affordable for households at or below 60% of the Area Median Income (AMI) and that 20% of the units be affordable to households at or below 50% AMI for 30 years after the project was placed in service in 1993. The property currently consists of 14 one-bedroom units; 2 two-bedroom units; and 12 three-bedroom units.

In 2019, the Community Lodgings Board of Directors embarked on a journey to explore options to develop and modernize the Elbert Avenue Apartments. Rather than “band-aid” fixes to the aging property, we are striving to build an entirely new building to not only better serve the needs of the current Elbert Ave Apartments residents with modernized facilities, but also to expand affordable housing options in the neighborhood to so that Arlandria-Chirilagua remains accessible to all.

Community Lodgings plans on demolishing the three existing buildings, or 28 units, at Elbert Avenue Apartments and building a six-story apartment building with 91 apartment homes on the property. The newly constructed building will include a landscaped courtyard with gathering and community spaces; a community room, and other resident amenities. The project is proposed to be 100% affordable to residents at or below 60% of the Area Median Income (adjusted for family size)

Current residents of Elbert Avenue Apartments will be relocated for up to 21 months while demolition and construction is completed. Income-eligible will have first right to return when the new apartment building is completed.

Historically, Elbert Avenue Apartments has maintained strong occupancy with a robust waitlist of interested and qualified renters. The breakdown of the current unit mix and proposed units mix is as follows:

Unit Size	Current	Occupied	Proposed
1 Bedroom	14	14	18
2 Bedroom	2	2	55
3 Bedroom	12	12	18
Total	28	28	91

The current and proposed affordability mix are as follows:

AMI Level	Current # Units	Proposed # Units
30% AMI	0	9
40% AMI	0	15
50% AMI	6	22
60% AMI	22	45

Potential funding sources for this redevelopment include:

- Virginia Housing (First Mortgage)
- City of Alexandria (Housing Opportunity Fund)
- Amazon Equity Fund
- Virginia Housing Trust Fund
- National Housing Trust Fund
- HOME Funds (via City of Alexandria or Virginia DHCD)

IV. RESIDENT RELOCATION AND PLAN

i. Demographics & Community Profile

As of May 2022, there are 28 out of the 28 units occupied at the property.

Demographics of the residents at Elbert Avenue Apartments, based on 2022 data, include:

- 6 households report a Female Head of Household.
- 19 households report children in the family.
- 3 households report their ethnicity as Hispanic/Latino.
- 1 household reported their race as African American, 1 household declined to respond, and the remaining households reported their race as Other.

Management reports that a majority of the adult residents speak Spanish as their first language.

As part of the preliminary Community Profile, the developer will survey existing tenants to help identify tenant characteristics and assess housing needs. Information collected will be shared with the Office of Housing. The survey will identify:

- I. Number of units and unit mix
- II. Number of occupied and vacant units
- III. Number of households that are private market renters without housing assistance
- IV. Tenants assisted through any type of housing unit developed using City, state, or federal subsidies, including Housing Choice Vouchers
- V. Length of each household's residency in the neighborhood and at its current address
- VI. Size and composition of each household
- VII. Households with school-age children, elderly, and/or disabled members
- VIII. Income of each household
- IX. Number of households anticipated to be temporarily relocated
- X. Number of households that will be permanently displaced
- XI. Tenants who will require special assistance to move
- XII. Current cost to each household for rent, utilities, and parking
- XIII. Households interested in returning
- XIV. Households in need of accessible housing

A Preliminary Community Profile can be found in Attachment A. At least three months prior to issuing the 120-day notice to vacate this will be updated and provided to the Office of Housing.

ii. Relocation Plan for Affected Households

Community Lodging has submitted an application for rezoning and Development Special Use Permit (DSUP), which was approved in February 2023. Community Lodgings would then apply for Low Income Housing Tax Credit funding at the next opportunity, currently anticipated to be July

2024. If the application is successful, resident relocation and construction would begin in the third quarter of 2025.

Construction will entail demolishing the three buildings located at 3908, 3912, and 3916 Elbert Avenue. Construction will take place approximately 21 months to complete and current residents of Elbert Avenue Apartments will be relocated during this time.

All households occupying Elbert Avenue Apartments will be considered displaced or permanently relocated, however residents whose incomes do not exceed LIHTC limits will all be invited and encouraged to return to the new development. Permanently relocated by definition is an off-site move for over 12 months, but when the new development is completed, the displaced income-eligible resident will have the right to return. All residents will receive permanent relocation notice and benefits in accordance to the City of Alexandria's Tenant Assistance and Relocation Policy for the Residential Multifamily Zone (RMF), the Uniform Relocation Assistance and Real Property Act of 1970 (URA), implementing regulations at 49CFR Part 24, the guidelines set forth in HUD Handbook 1378 on Tenant Assistance Relocation and Real Property Acquisition and Section 104(d) of the Housing and Community Development Act of 1974, as amended.

HTH will assist each household in identifying comparable replacement dwelling units. Replacement housing will be provided on a non-discriminatory basis in compliance with fair housing and other civil rights laws. One unique comparable replacement unit, along with two other units, will be listed on the 120-Day notice to vacate.

During the construction period, the development team, HTH and Relocation Staff will provide updates to households that were relocated on when they can expect to return to a renovated unit, if they are interested in returning to the new property. Relocation Staff will communicate with residents to keep them informed of progress and to answer questions about the demolition plan and the implementation of this Relocation Plan through periodic meetings, notices and door-to-door personal communication.

iii. Relocation Assistance and Benefits

HTH will provide all affected households with permanent relocation notice and benefits in accordance to the City of Alexandria's Tenant Assistance and Relocation Policy for the Residential Multifamily Zone (RMF), the Uniform Relocation Assistance and Real Property Act of 1970 (URA), implementing regulations at 49CFR Part 24, the guidelines set forth in HUD Handbook 1378 on Tenant Assistance Relocation and Real Property Acquisition and Section 104(d) of the Housing and Community Development Act of 1974, as amended.

Residents will have the full support and assistance of HousingToHome (HTH) to provide relocation consulting services to the affected residents of Elbert Avenue Apartments. HTH will have a designated relocation staff member to execute the relocation tasks outlined in this relocation plan. HTH's Relocation staff will have accessible offices located at Elbert Avenue Apartments or nearby and work a flexible schedule generally between 9am and 5pm, as well as

some evenings and weekends to be accessible to all households and their support network. Residents and their friends, family, and caregivers will have the opportunity to meet personally with HTH's Relocation team at their request throughout the relocation and redevelopment process.

HTH will provide the following relocation benefits to residents and act as the main contact for residents regarding any questions, concerns or needs around their relocation.

iv. Advisory Services and Resident Relocation Assessment

Relocation counseling and advisory services shall include community meetings at the site or virtual and personal interviews with each household and any designated friends, family and caregivers. HTH's designated relocation team will be responsible for conducting resident meetings, providing required and additional resident notices about relocation, conducting mobility counseling, scheduling and coordinating moves, coordinating the transfer of services, conducting follow-up visits, communicating on an ongoing basis with residents as needed and documenting the permanent relocation activities.

Designated Relocation Staff will begin providing relocation advisory services and mobility counseling by conducting a comprehensive relocation needs assessment survey with each of the households (in whatever format makes residents feel most comfortable including by phone, in-person, virtually, etc.). The assessment will be done to document the concerns and issues facing each resident with the aim of minimizing the adverse impacts of relocation. If the Head of Household does not speak English then HTH will arrange for appropriate translation services.

Data from these assessments will update and confirm the information collected through the preliminary community profile. HTH will make reasonable efforts (three attempts to obtain a survey response either by mail or in person, including efforts to survey residents during non-working hours) to reach affected residents. If residents do not respond to the survey after reasonable efforts, HTH and the agency will provide available information regarding the affected residents to the City along with documentation of outreach efforts to those households who did not respond to the survey. The survey will include contact information for the City's Office of Housing and any other organization identified by the Office of Housing. Survey information collected will be provided to the Office of Housing by the time the 120-day notices are issued.

Assessment Questions will include:

- Household's relocation needs and preferences.
- Explanation of relocation benefits, package, and procedures.
- Information on if the household wants to return to the redevelopment.
- Information on if the household will not income qualify to return to the redevelopment.
- Advise on comparable replacement dwellings.
- Family size and bedroom size needs and consideration of the impact of relocation

- on elders, families with children, large families and people with disabilities.
- Special family needs in identifying their comparable relocation unit (e.g., large bedroom size, presence of ineligible household members, need for accessibility features or other reasonable accommodations, pets, proximity to jobs, schools, services or family supports).
- Identification of any planned vacations or hospitalizations during the timeframe for relocation.
- Whether help is needed to make preparations for the permanent relocation move (packing assistance, utility transfers, social service provider referrals and/or notifications, postal and address updates).
- Pest infestation and/or hoarding resolution assistance; these issues will be addressed during the relocation process.
- The names, addresses and telephone numbers of other family members, friends or advocates that may be contacted by the Relocation Manager to assist in making preparations for relocating the family.
- Other issues of importance to the household.

HTH's Relocation Staff will also take this one-on-one opportunity to begin providing comprehensive advisory services to residents including:

- Explanation and details on the redevelopment and relocation process and timeline;
- Counseling and orientation in choosing the most appropriate replacement housing;
- Counseling and orientation in the mitigation of problems associated with relocation;
- Explanation of relocation benefits, package, and procedures;
- Follow up with residents post their move to address any concerns, questions or grievances.
- Explanation of relocation schedule;
- Close coordination of activities through individual on-going contact.

v. Ongoing Communication and Notices

Residents will receive ongoing and frequent communication regarding the redevelopment and relocation timeline from HTH's Relocation team. Along with phone calls and letter updates that will provide information regarding relocation, the required notices will be promptly sent to each affected household. Any requested translation and/or interpretation of these notices will be completed and delivered. Any identified friends/family/caregivers will also be given copies of these letters in order to help advise residents and be included in the relocation process.

Required notices include:

- **General Information Notice (GIN)** - The GIN will explain that ownership plans to develop Elbert Avenue Apartments using local, state and federal funds soon and provide contact information for questions and/or concerns. This notice must be delivered 120 days prior to the 120-Day Notice to Vacate. **See Attachment B.**
- **Notice of Eligibility for Relocation Assistance (NOE)** - Written notice indicating that federal funding has been secured for the development project. Notice also indicates that the household will be permanently displaced from the property as a result of the project and what benefits and rights they are eligible to as a part of their relocation assistance. **See Attachment C.**
- **120-Day Notice to Vacate** - Written notice provided at least 120-days in advance of the resident's move that identifies up to 3 comparable replacement units and calculated replacement housing payments based on the first comparable unit. **See Attachment D.**
- **30-Day Move Notice** - This notice will be given 30-days before the resident's move date and will identify their permanent relocation unit. HTH's relocation team will work with the household to determine this unit if it is not one of the identified comparable units. The notice will also outline their move choice and any additional information or steps needed to determine any further relocation benefits due to them. **See Attachment E.**

These notices will be hand-delivered and signed for by each resident or sent certified first-class mail, return receipt requested in order to confirm receipt. All relocation notices, communications, relocation reimbursements and receipts will be documented in files for each affected household.

vi. Comparable Units, Replacement Housing Payments, and Move Assistance

Replacement housing made available to the residents of Elbert Avenue Apartments will be comparable to the eligible unit size. In all cases, the relocation housing options will be:

1. Equivalent in function, services, and purpose to the unit from which the household is being relocated;
2. Equipped with the same principal features (including accessibility features); and
3. Decent, safe, and sanitary.

HTH will also work with Community Lodgings Staff to identify comparable housing units that are proximate to work, schools, childcare and such other location needs as are practically feasible.

Residents will receive at least 1 comparable unit, and where possible up to 3 total comparable units, according to the above criteria before they are asked to move. The listings will be provided in the 120-Day notice. If a resident refuses the first 3 comparable units, HTH's Relocation team will continually work with the resident and their support network to help find them a permanent new unit. A resident may identify their own replacement housing but must make sure HTH's Relocation team inspects the unit to ensure it is decent, safe, and sanitary before they move.

The options for relocation housing for displaced of Elbert Avenue Apartments households will include:

Transfer to Another Subsidized Unit in Community Lodgings Portfolio: As available in Community Lodgings portfolio of affordable housing units, households may be able to transfer to a vacant and available unit. If the transfer results in a higher monthly rent and utility total for a household unrelated to household income changes, they may be eligible for a Replacement Housing Payment under URA. A household being relocated from a unit subsidized under one program to a unit subsidized under another program will be subject to the occupancy standards of the program supporting the destination unit, in conjunction with family size and composition at the time of displacement and therefore may be entitled to either a larger or smaller unit than the one previously occupied.

Replacement Housing Payment (RHP): A family who is not offered, or chooses to not move to, a Community Lodgings provided relocation unit will be able to take permanent relocation assistance with a Replacement Housing Payment (RHP), if applicable. This payment is intended to cover any increase in the resident's monthly rent and utility costs over what they would pay if they had not been required to relocate from their unit for a period of 42 months under the URA, or if eligible 60 months under Section 104(d) based on the first comparable unit calculation provided in the 120-Day notice. If the resident returns to the redeveloped Elbert Avenue Apartments before their total calculated benefit period they would forfeit the remaining RHP due to them.

Move Assistance

Moves in connection to the project will be paid for by the agency at no cost to the resident. Residents will have 3 options for moving expenses:

- a. **Agency Move:** Moves will be conducted by a licensed, bonded and insured moving company or residents. HTH will conduct the move on behalf of the resident using an insured, licensed and bonded moving company at no cost to the resident. HTH will arrange, schedule and supervise the moving of residents' belongings to their permanent new home. This includes distribution of packing materials, arranging for the packing assistance and moving of any specialized medical equipment for hospital beds and monitoring the move. Residents will be provided with packing boxes, wrap and tape.
- b. **Fixed Moving Expense:** Residents can choose to move themselves and take a lump sum payment. The allowance is based on the schedule of allowances published by the Federal Highway Administration, https://www.fhwa.dot.gov/real_estate/uniform_act/relocation/moving_cost_schedule.cfm . The resident will receive the allowance upon verification by Relocation Staff that the move has been made, unless it will create a hardship for the resident. If so, staff may arrange for advanced payment of the fixed moving expense.

The rates per furnished room currently in effect in Virginia are as follows:

3 rooms (1-bedroom)	\$1,100
4 rooms (2-bedroom)	\$1,300
5 rooms (3-bedroom)	\$1,500

c. Reimbursement for Actual Reasonable Moving and Related Expenses, including:

- Cost of commercial move or cost of labor and equipment to complete the move (supported by receipted bills)
- Packing boxes
- Transportation of household members and their personal property Transportation costs for a distance beyond 50 miles are not eligible (this may include reimbursement for personally-owned vehicles which need to be moved, at the Standard Mileage Rate established by the Internal Revenue Service (\$0.58 cents/mile, as of January 1, 2022)
- Packing, crating, uncrating and unpacking of personal property
- Storing of personal property for a period not to exceed 12 months, unless it is determined that a longer period is necessary. Any items that could pose a health or safety hazard (i.e., infested furniture) will not be stored
- Disconnecting, dismantling, removing reassembling and reinstalling relocated household appliances and other personal property as long as they have been installed with the approval of management and are done so in compliance with the lease
- Reinstallation of telephone and cable service
- Insurance for the replacement value of the property in connection with the move and necessary storage
- The replacement value of property lost, stolen or damaged in the process of moving (not through the fault or negligence of the displaced person) where insurance covering such loss, theft or damage is not reasonably available
- Other reasonable moving related expenses, such as sensitive medical/adaptive equipment, furnishings and personal belongings of a live-in aide, a piano or a greater than usual number of items stored in the household.

Utility Transfer Costs

- HTH will facilitate any transfers of cable, internet and other utilities, USPS address change and any in-home services or deliveries.
- All necessary transfer, disconnection, and reconnection fees will be covered or reimbursed by the agency under an agency move. If the resident chooses a self move the costs will be reimbursed to the resident or the resident will be able to cover the expenses as part of the lump sum payment.

vi. Record Keeping and Resident Log

Along with files for each resident holding all copies of the received relocation notices, HTH will maintain and update a Resident Matrix containing the information of all affected residents. Information tracked for all affected households since the GIN was sent will include, as applicable for each household:

- Date(s) of all required and additional notices
- Dates and details of all moves due to renovations
- The type of move and form of temporary housing
- Address and unit size of any temporary relocation housing
- The type and amount of any payments for moving or related expenses
- Rent differential payments or other payments for temporary rental assistance

V. COVID-19 PROTOCOLS AND PRECAUTIONS

Safety of the residents is of utmost importance to HTH and the development team. Due to current concerns regarding COVID-19 the following protocols will be taken to minimize risk and exposure at Elbert Avenue Apartments during the relocation process:

- HTH's Relocation team will wear Personal Protective Equipment (PPE) at all times while at Elbert Avenue Apartments, maintain physical distance in the on-site office and complete consistent and regular disinfecting and sanitizing procedures.
- Self-certification forms will be required and used by HTH, movers, contractors and other vendors on-site. These forms ask a person to certify if they have symptoms of COVID-19 or if they do not have any symptoms of COVID-19. Symptoms include but are not limited to: a temperature; fever or chills; cough; shortness of breath or difficulty breathing; fatigue; muscle or body aches; headache; new loss of taste or smell; sore throat; congestion or runny nose; nausea or vomiting; or diarrhea. If someone has a temperature or is exhibiting symptoms of COVID-19 they will be asked to go home and not return until they can be tested and cleared as negative.
- If a resident does not wish to meet in person, HTH's Relocation Team will provide phone or virtual meetings or meet with a person of the resident's choosing. HTH will also make sure to have virtual tours and pictures available of the relocation and renovated units to residents who are not comfortable leaving their apartment.
- During moves, movers and residents will be required to wear a face covering and keep at least 6 feet of distance between themselves.
- Newly built apartments will be cleaned and disinfected after construction has completed work in the unit and before the household returns.

As the CDC, state and local officials release additional guidance, the Elbert Avenue Apartments team will monitor, adjust this plan accordingly, and inform residents immediately of any changes to the protocols and precautions.

VI. APPEALS

If a resident contends that this Relocation Plan is not being implemented properly or believes the Owner has failed to properly consider the person's request for relocation assistance, the resident may file a written appeal to the Owner. This complaint can be based on the Owner not providing appropriate relocation assistance and/or the Owner or the Relocation Advisory Agent, HTH, not implementing any other part of the Relocation Plan.

Grounds for appeal shall not include suspension of discretionary relocation benefits to former residents. The Owner is required to consider a written appeal regardless of form as set in the URA. The time limit shall not be less than 60 days after the person receives written notification of the Owner's determination on the person's claim.

Promptly after receipt of all information submitted by a person in support of an appeal, the Owner shall make a written determination on the appeal, including an explanation of the basis on which the decision was made and furnish the person a copy. If the full relief requested is not granted, the Owner shall advise the person of his or her right to seek judicial review.

The Owner official conducting the review of the appeal shall be either the head of the Ownership entity or his or her authorized designee. However, the official shall not have been directly involved in the action appealed.

Appeal to HUD

A displaced person who is dissatisfied with the Owner's determination on the appeal may submit a written request for further review with HUD's Regional Relocation Specialist.

Michael Szupper
HUD Regional Relocation Specialist
U.S. Dept. of Housing and Urban Development
Office of Community Planning and Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3380
Phone: (215) 861-7669
Fax: (215) 656-3442
Email: michael.szupper@hud.gov

If a review by the Bureau of Relocation is not sought within 30 days of receipt of a decision, the decision of the Owners shall be final.

Attachment A: Community Profile

Elbert Avenue Community Profile

- I. Number of units and unit mix
 - a. There are 28 units at Elbert Avenue, 14 one-bedroom units, 2 two-bedroom units and 12 three-bedroom units.
- II. Number of occupied and vacant units
 - a. All 28 units are occupied and no units are currently vacant.
- III. Number of households that are private market renters without housing assistance
 - a. 27 units are renters without housing assistance.
- IV. Tenants assisted through any type of housing unit developed using City, state, or federal subsidies, including Housing Choice Vouchers
 - a. There is 1 resident supported through a Housing Choice Voucher.
- V. Length of each household's residency in the neighborhood and at its current address
 - a. See below table.
- VI. Size and composition of each household
 - a. See below table.
- VII. Households with school-age children, elderly, and/or disabled members
- VIII. Income of each household
 - a. Household incomes are available but are being withheld from this plan.
- IX. Number of households anticipated to be temporarily relocated
 - a. Approximately 28 households will be temporarily relocated but this will be determined through income information before the 120-Day Notice is issued.
- X. Number of households that will be permanently displaced
 - a. This will be determined in the updated Community Profile after the one-on-one assessments are conducted.
- XI. Tenants who will require special assistance to move
 - a. This will be determined in the updated Community Profile after the one-on-one assessments are conducted.
- XII. Current cost to each household for rent, utilities, and parking
 - a. Individual rents are being withheld.
- XIII. Households interested in returning
 - a. This will be determined in the updated Community Profile after the one-on-one assessments are conducted.
- XIV. Households in need of accessible housing
 - a. There are no households currently determined to need accessible housing. This will be confirmed in the updated Community Profile after the one-on-one assessments are conducted.

Unit No	Unit Type	HH Size	Children	Disabled / Elderly	Move-In	Rent	Utilities	Housing Costs	Income Tier
	1BD	3	0	0	Jan-95				50-60%
	1BD	1	0	0	Mar-95				40-50%
	1BD	1	0	0	Mar-96				0-30%
	3BD	5	0	0	Jul-99				0-30%
	3BD	4	1	0	Dec-99				60-80%
	3BD	2	0	0	Jan-00				over 100%
	3BD	6	3	0	Jul-03				0-30%
	3BD	5	1	0	Jun-04				40-50%
	2BD	3	0	0	Apr-08				60-80%
	3BD	4	1	0	May-09				0-30%
	1BD	3	1	0	Oct-12				0-30%
	1BD	3	1	0	Oct-12				50-60%
	3BD	4	2	0	Feb-13				30-40%
	1BD	1	0	0	Feb-13				over 100%
	1BD	2	1	0	May-13				0-30%
	3BD	5	3	0	Jun-13				50-60%
	3BD	4	2	0	Nov-13				0-30%
	1BD	3	1	0	Nov-13				0-30%
	1BD	2	1	0	Nov-13				0-30%
	1BD	4	1	0	Dec-15				30-40%
	1BD	4	2	0	Feb-17				40-50%
	3BD	2	0	0	Mar-17				50-60%
	3BD	4	2	0	Nov-17				60-80%
	2BD	3	1	0	Dec-17				40-50%
	3BD	5	1	0	Jan-18				50-60%
	1BD	3	2	0	Jan-18				40-50%
	1BD	4	2	0	Apr-18				40-50%
	1BD	2	0	0	Jan-19				60-80%

Attachment B: General Information Notice (GIN)

**GENERAL INFORMATION NOTICE (GIN) TENANT TO BE DISPLACED
of Elbert Avenue Apartments**

(Grantee or Agency Letterhead)

Date: _____

Dear _____:

Community Lodgings Inc. is interested in redeveloping the property **Elbert Avenue Apartments**. This proposed project may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the HOME program.

The purpose of this notice is to inform you that we are seeking funding and that you will be displaced as a result of the proposed project upon funding approval. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) implementing regulations at 49 CFR Part 24, the guidelines set forth in HUD Handbook 1378 on Tenant Assistance Relocation and Real Property Acquisition and 24 CFR 93.352 and Section 104(d). You may be eligible for relocation assistance and payments under the URA if the proposed project receives HUD funding and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

- **This is not a notice to vacate the premises.**
- **This is not a notice of relocation eligibility.**

If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation advisory services including assistance to you to find another place to live; 2) At least 120 days advance written notice of the date you will be required to move; 3) Payment for your moving expenses; and 4) Replacement housing payments to enable you to rent, or if you prefer to purchase, a comparable replacement home. You will also have the right to appeal the agency's determination, if you feel that your application for assistance was not properly considered.

(NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)

Please be advised that you should continue to pay your rent and meet any other obligations as

specified in your lease agreement. Failure to do so may be cause for eviction. If you choose to move or if you are evicted prior to receiving a formal notice of relocation eligibility you will not be eligible to receive relocation assistance. It is important for you to contact us before making any moving plans. **Again, this is not a notice to vacate the premises and does not establish your eligibility for relocation payments or assistance at this time.** If you are determined to be displaced and are required to vacate the premises in the future, you will be informed in writing. In the event the proposed project does not proceed or if you are determined not to be displaced, you will also be notified in writing.

If you have any questions about this notice or the proposed project, please contact Community Lodgings at (insert contact number).

Sincerely,

Name, Title
Agency

I acknowledge receipt of this notice: _____ Date: _____

(Resident Signature)

Attachment C: Notice of Eligibility (NOE)
NOTICE OF ELIGIBILITY FOR RESIDENTIAL TENANT
of Elbert Avenue Apartments

Date:

Dear (resident name and address):

On **(date of GIN)**, **Community Lodgings Inc.** notified you of proposed plans to develop ***Elbert Avenue Apartments*** and the apartment you currently occupy for a project which could receive funding under the City of Alexandria Housing Opportunity Fund. On **(date of ION)** the project was approved and will receive federal funding.

It has been determined that you will be displaced by the project. Since you are being displaced in connection with this federally funded project, you will be eligible for relocation assistance and payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) implementing regulations at 49 CFR Part 24, the guidelines set forth in HUD Handbook 1378 on Tenant Assistance Relocation and Real Property Acquisition and 24 CFR 93.352 and Section 104(d).

- This is your Notice of Eligibility for relocation assistance
- The effective date of your eligibility is **(ION DATE)**.

(NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance under the URA, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child. All persons seeking URA relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)

To carry out the project, it will be necessary for you to move. However, you do not need to move now. You will be provided written notice of the date by which you will be required to move. This date will be no less than 120 days from the date comparable replacement housing has been made available to you. You will be provided with three comparable dwellings to which you may move to. Although you are not required to move to this dwelling, you must move to a decent, safe and sanitary replacement dwelling of your choice in order to receive a replacement housing assistance payment.

Enclosed are brochures entitled, "Relocation Assistance to Tenants Displaced From Their Homes." Please read these brochures carefully. They explain your rights and some things you must do to obtain relocation payments under the URA. Please note that all replacement housing must be inspected in order to ensure it is decent, safe and sanitary before any replacement housing payments are made. Replacement housing payments cannot be provided for a dwelling that is not decent, safe and sanitary. Therefore, do not commit yourself to rent or buy a replacement dwelling until we inspect it.

Relocation Advisory Services. Including counseling and other assistance to help you find another home and prepare to move.

Credit Checks. Payment of credit check costs is eligible under URA.

Payment for Moving Expenses. You may choose: (1) a payment for your actual reasonable moving and related expenses, or (2) a fixed moving payment in the amount of \$ _____ based on the URA Fixed Residential Moving Cost Schedule, or (3) a move conducted by the agency at no cost to you.

Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement dwelling, (2) the monthly rent and cost of utility services for your present home, and (3) for low-income persons, 30 percent of your average monthly gross household income. This payment is calculated on the difference in the old and new housing costs for a one month period and multiplied by 42 or, if eligible for Section 104(d), multiplied by 60.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe and sanitary before any replacement housing payments are made. **Replacement housing payments cannot be provided for a dwelling that is not decent, safe and sanitary.** Therefore, do not commit yourself to rent or buy a replacement dwelling until we inspect it.

If you have any questions about this letter and your eligibility for relocation assistance and payments, please contact HTH's Relocation Manager at (PHONE/EMAIL) before you make any moving plans. They will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which you may be entitled. In order to help you fully participate in the relocation process, reasonable accommodations will be made for persons with disabilities and language assistance will be made available for persons with limited English proficiency. Please let our representative know if you need auxiliary aides, written translation, oral interpretation, or other assistance in order to fully participate in the relocation process.

Even though you will be provided all of the assistance the URA requires for a permanent move, the Authority believes that every resident displaced from the site should have the right to reapply for occupancy once this project is complete. For this reason, after project completion, every resident who receives assistance as a "displaced person" will be contacted and offered an opportunity to reapply for occupancy in the newly-revitalized community. Furthermore, because you will be a former occupant who was "displaced" from the site, you will also receive a priority preference to return. In the event the number of those who request to return and qualify for housing exceeds the number of units available, rating and ranking criteria will be used to identify those who will be offered a unit at the site until all available units are filled. If you do return, the Authority may help defray the costs of the return move. If you have

Replacement Housing Payments not yet spent or obligated, you may be asked to forfeit these payments as a condition for returning to public housing, since this assistance will no longer be necessary to meet your housing needs. Such assistance, if not forfeited, must be considered as income and may affect your eligibility and rent.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance.

This letter is important to you and should be retained.

Sincerely,

Name, Title
Agency

I acknowledge receipt of this notice: _____ Date: _____
(Resident Signature)

**Attachment D: 120-Day Notice to Vacate
120-Day Notice to Vacate
Elbert Avenue Apartments**

Date:

Dear (resident name and address):

On (date of NOE), **Community Lodgings Inc.** notified you of your Notice of Eligibility for Relocation Assistance due to plans to redevelop Elbert Avenue Apartments and the apartment you currently occupy. The owner has decided to move forward with relocation at this time.

- This is your 120-day Notice to Move; you must vacate your dwelling no later than _____.

Three comparable dwellings to which you may move have been identified and are listed below. Although you are not required to move to this dwelling, you must move to a decent, safe and sanitary replacement dwelling of your choice in order to receive a replacement housing assistance payment.

Listed below are three comparable replacement dwellings that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement dwellings.

	<u>Address</u>	<u>Rent & Utility Costs</u>	<u>Contact Info</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

We believe that the dwelling at (address) at a monthly rent/utility cost of \$ _____ is the most representative of your present home and our replacement housing payment calculations have been made based on this comparable dwelling. Although you are not required to move to this dwelling, you must move to a decent, safe and sanitary replacement dwelling in order to receive replacement housing assistance. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than \$ _____ per month, your rental assistance payment would be based on the actual cost of such a unit. Please contact us immediately if you believe this dwelling is not comparable to your current home. We can explain our basis for selecting this dwelling as most representative of your current home and discuss your concerns.

Based on the information you provided to us about your income and other eligibility criteria, you are eligible for section 104(d) replacement housing assistance through a Housing Choice Voucher.* If you choose to accept the Voucher assistance and rent a comparable replacement dwelling, we estimate your monthly out-of-pocket cost for rent and utilities will be approximately \$_____ per month based on 30 percent of your adjusted family income. We will explain to you how this assistance is calculated and assist you in completing an application. Voucher assistance may be adjusted periodically to reflect changes in your income and rent. Voucher assistance may continue indefinitely, depending on need and congressional appropriations.

If you do not qualify for the Housing Choice Voucher, your replacement housing payment will be calculated under the URA. We estimate your initial out-of-pocket cost for rent and utilities according to the comparable listed above will be approximately \$_____ per month. The maximum amount of rental assistance you would be eligible to receive under the URA would be approximately \$_____ (42 x \$_____), paid in a _____ number of installments. URA assistance is not adjusted to reflect future changes in income or rent.

Should you choose to buy (rather than rent) a decent, safe and sanitary replacement dwelling, there are several options which may be of assistance to you. Let us know if you would prefer to buy a replacement home, and we will help you find such housing and identify which one of the following options can help you accomplish this:

- You would be eligible under the URA for down payment assistance of \$_____. Under the URA, you are not limited in the type of home you choose to purchase.
- Section 104(d) assistance for a down payment is available only to purchase an interest in a housing cooperative or mutual housing association. We estimate that you would be eligible for a down payment of \$_____ under section 104(d).

Please note that all replacement housing must be inspected in order to ensure it is decent, safe and sanitary before any replacement housing payments are made.

If you have any questions about this letter and your eligibility for relocation assistance and payments, please contact HTH's Relocation Manager (name) , (title) at (phone) , (address) before you make any moving plans. They will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which you may be entitled.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

If hand delivered:

I acknowledge receipt of this notice: _____ Date: _____
(Resident Signature)

**Attachment E: 30-Day Move Notice
30-Day Move Notice
of Elbert Avenue Apartments**

Date:

Dear _____,

On **(Date of Gin), Community Lodgings Inc.** notified you of proposed plans to demolish Elbert Avenue Apartments and the unit you currently occupy. On **(Date of NOE)** you were informed that funding was secured for the project, that you are eligible for relocation assistance. On **(DATE OF 120-DAY Notice)** and you were told of the earliest date to move and receive assistance and the last date to vacate your dwelling by. This notice identified 3 comparable replacement dwellings.

This notice reminds you that you must relocate by (30-days from the day they must vacate by).

Your selected relocation unit is: (address of permanent relocation).

Please remain in contact with HTH's Relocation team regarding your move to assist with relocation costs and benefits. Please also give HTH a copy of your lease for your permanent relocation unit, when possible for your file.

As always please contact HTH's Relocation Manager at (PHONE/EMAIL) if you have any questions or concerns.

Sincerely,

Relocation Manager, HTH

I acknowledge receipt of this notice: _____ Date: _____
(Resident Signature)



HOUSINGTO
HOME

HousingToHome LLC HousingToHome (HTH) | www.housingtohome.com | 50 Summer St. Boston, MA 02110 | 617

**CLI Elbert Avenue Residences Relocation Expenses Budget
28 Units (City of Alexandria, VA)**

	1 BR	2 BR	3 BR		
Description	14	2	12	Instances	Total
Moving Cost*	\$12,100	\$1,300	\$15,000	2	\$56,800
Agency Move (includes packing supplies and assistance)**	\$4,050	\$1,700	\$4,050	2	\$19,600
Travel on Move Day	\$700	\$100	\$600	2	\$2,800
Storage (assumes 15% for 12 months)	\$3,780	\$720	\$5,400	1	\$9,900
Replacement Housing Costs (assumes 100% for 21 months)					
Application/Background/Credit Fees	\$1,400	\$200	\$1,200	2	\$5,600
Security Deposits	\$25,200	\$4,000	\$33,600	1	\$62,800
Realtor Fees					
Rental Payments (assumes 75% for 21 months)	\$4,725	\$825	\$10,800	21	\$343,350
Permanent Rental Payments (assumes 25% for 60 months)	\$1,575	\$275	\$3,600	60	\$327,000
Relocation Plan Consulting					\$25,000
Relocation Cost Total:					\$852,850
Budget Assumptions					
*Assumes majority of households take the option to move themselves to and from the new redevelopment and receive a Fixed Move Allowance under https://www.fhwa.dot.gov/real_estate/uniform_act/relocation/moving_cost_schedule.cfm This amount covers packing supplies, packing/unpacking assistance and all other related move costs as defined under the URA. Residents will also have the option for an agency move, for agency moves HTH will use competitive bids from Virginia area professional, insured and bonded moving companies to adjust this cost.					
HTH Relocation Specialist Cost					\$133,250
TOTAL ELBERT AVENUE APARTMENTS RELOCATION BUDGET					\$986,100

CLI Elbert Avenue Residences

Unit Delivery Schedule

It is currently expected that the residents of the Elbert Avenue apartments will be relocated in the 3rd Quarter of 2025, just prior to the commencement of construction in 2026. Construction is expected to last 21 months. The units will be completed and ready for occupancy at the same time, and all residents will be able to return to the property in the 4th Quarter of 2027.

Tab I:

Nonprofit Questionnaire (MANDATORY for points or pool)

NOTE: The following documents need not be submitted unless requested by Virginia Housing:

- Nonprofit Articles of Incorporation
- IRS Documentation of Nonprofit Status
- Joint Venture Agreement (if applicable)
- For-profit Consulting Agreement (if applicable)

Appendices continued

Nonprofit 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 nonprofit pool established under the Plan and assigning points for participation of a nonprofit 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 CLI Elbert Avenue Residences
- b. Name of owner/applicant CLI New Elbert LLC
- c. Name of nonprofit entity Community Lodgings, Inc.
- d. Address of principal place of business of nonprofit entity
3912 Elbert Avenue
Alexandria, Virginia 22305

Indicate funding sources and amount used to pay for office space

Office Rent \$3,3391

Rental Income \$694,702

- e. Tax exempt status 501(c)(3) 501(c)(4) 501(a)
- f. Date of legal formation of nonprofit (must be prior to application deadline) October 30, 1987
Evidenced by the following documentation Articles of Incorporation, By-Laws & 501c3 Letter
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, 1988
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) To operate transtional housing for homeless families to provide them with temporary housing and supportive services to stabilize their lives. Provide long-term affordable housing for low-moderate income families & individuals. Provide support services to families and individuals to help them become self suffi
- i. Expected life (in years) of nonprofit Perpetuity

Appendices continued

- j. Explain the anticipated future activities of the nonprofit over the next five years:

Redevelop Elbert Avenue Apartment to increase the capacity of Affordable Housing in the City of

Alexandria.

- k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related have (i.e. by shared directors, staff, etc.)? 9

How many part time, paid staff members? 1

Describe the duties of all staff members:

Executive Director - Leads the strategic director of the organization and reports to the Board of Directos

Executive Staff - Manages affairs of the organization and provides supervision to program & maintenance staff

Program Staff - Manage all aspects of the programs; intake, oversight, case management

Maintenance Staff - Manage the day to day maintenance of the properties

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

YES NO If yes, explain in detail: _____

- m. How many volunteers does the nonprofit and, if applicable, any related nonprofit have?

56

- n. What are the sources and manner of funding of the nonprofit? (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.

Rental Income \$694,702

Grants \$346,250

Individual Donations \$277,000

Local Government Support \$169,000

- o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses _____

See Attached

Appendices continued

2. Nonprofit Formation

a. Explain in detail the genesis of the formation of the nonprofit: Founded in 1987 by eight Episcopal churches to build a better foundation for Alexandria's working poor and families transitioning from homelessness to self-sufficiency in an effort to end homelessness in the city.

b. Is the nonprofit, 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 nonprofit?

YES NO If yes, explain in detail: _____

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

YES NO If yes, explain in detail: _____

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

YES NO If yes, explain in detail: _____

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

YES NO

Appendices continued

g. Explain in detail the past experience of the nonprofit including, if applicable, the past experience of any other related nonprofit of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related (by shared directors, staff, etc.) CLI acquired and renovated Elbert Avenue Apartments in 1993 using 9% LIHTC. Since that time, CLI has acquired and renovated two small multifamily buildings in the neighborhood. With the redevelopment of Elbert Avenue, CLI is seeking to dramatically increase its impact.

h. If you included in your answer to the previous question information concerning any related nonprofit, 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.

3. Nonprofit Involvement

a. Is the nonprofit 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 nonprofit own at least 10% of the general partnership/owning entity?

YES NO

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

YES NO

If no to either 3a.i or 3a.ii above, specifically describe the nonprofit's ownership interest

b. (i) Will the nonprofit be the managing member or managing general partner?

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

Section 5.1

(ii) Will the nonprofit be the managing member or own more than 50% of the general partnership interest? YES NO

Appendices continued

- c. Will the nonprofit 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?

A non-profit purchase option and the right of first refusal will be included as an attachment to the amended and restated operating agreement when the LIHTC investor is admitted.

- 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 nonprofit 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 nonprofit's proposed involvement in the construction or rehabilitation of the Development:

In 2021, the board of directors formed a working group to explore the feasibility of redeveloping Elbert Avenue.

The working group retained a qualified development team to carry out its vision, and continues to oversee those consultants, and is responsible for every major decision relating to the development.

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

CLI will be the managing member of the development and will control its operation, just as it did with the current Elbert Avenue Apartments for more than 30 years. CLI will oversee the property management agent, to ensure that the occupancy requirements are met for the entire Extended Use Period.

(iii) Will the nonprofit 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 :

Executive Director & Board: review monthly, quarterly and annual financials - 15 hours- 180 hours

Executive Director and Staff - organize and provide resident services: 20 hours/month - 240 hours

Executive Director & Board: property management oversight, financial oversight, annual budget 10 hours/80 hours

Appendices continued

- 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?

In 2021, the City of Alexandria undertook a new Small Area Plan for the neighborhood, which included density incentives for the creation of new affordable housing. The impending change to the SAP spurred CLI to explore expanding its impact by redeveloping its largest community.

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

The managing member is CLI New Elbert GP LLC, which is 100% owned by Community Lodgings, Inc.

- g. If this is a joint venture, (i.e. the nonprofit 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.

This is not a joint venture.

- 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.

Joseph Browne Development Associates is providing financial consulting and development consulting services for the project. The terms of the development agreement are confidential but will be provided to Virginia Housing upon request. 7 and M Virginia LLC is providing development consulting services relating to the LIHTC application. The compensation is confidential, but will be provided to Virginia Housing upon request.

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

CLI solicited proposals from non-profit and for-profit developers and consultants, including JBDA. After interviewing multiple firms, CLI selected JBDA. CLI solicited a proposal from 7 and M Virginia based upon their qualifications, experience and SWaM status. 7 and M provided a proposal and was awarded the contract.

Appendices continued

- i. Will the nonprofit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services? YES NO If yes, explain the amount and source of the funds for such payments.

As indicated above, Joseph Browne Development Associates and 7 and M Virginia LLC are providing development services and the terms of their contracts are confidential, but available to Virginia Housing upon request.

- j. Will any portion of the developer's fee which the nonprofit 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 nonprofit participate in the development and/or operation of the proposed development in any for-profit capacity?
 YES NO If yes, explain:

Appendices continued

- 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:

Board member Steven Wallace is of-counsel with Nixon Peabody LLP, which is providing legal services for the project. Board member Lisa Lettieri is an employee of the architect of record for the project.

- n. Is the nonprofit involving any local, community based nonprofit 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 nonprofits amount and timing of such payments.

CLI itself is a local, community based nonprofit and will provide services for the development.

4. Virginia and Community Activity

- a. Has the Virginia State Corporation Commission authorized the nonprofit to do business in Virginia?

YES NO

- b. Define the nonprofit's geographic target area or population to be served:

The City of Alexandria, VA

- c. Does the nonprofit or, if applicable, related nonprofit 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:

Since 1987, CLI has served the Arlandria-Chirilagua neighborhood where the proposed development is located. CLI owns and operates affordable rental housing and transitional housing facilities in the community, and provides services, such as youth development and career development, to the broader community in the neighborhood.

Appendices continued

d. Does the nonprofit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the nonprofit 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 nonprofit to solicit contributions/donations in the target community?
 YES NO

f. Does the nonprofit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?
 YES NO If yes, explain:

CLI receives approximately \$623,250 of its operating revenue through donations from organizations, institutions, businesses and individuals in the City of Alexandria.

g. Has the nonprofit 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:

During the land use approval process, CLI conducted multiple meetings with the community to discuss the project. Specifically, CLI met with the residents of Elbert Avenue on 1/12/22, 3/1/22, 7/19/22 and 10/4/22 and met with neighbors on 3/4/22, 7/21/22 and 10/25/22.

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

(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

Appendices continued

- 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:

The meetings of the board of directors are regular and well-attended, but are not generally open to the public.

- k. Has the nonprofit 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 nonprofit been awarded state or local funds for the purpose of supporting overhead and operating expenses? YES NO If yes, explain in detail:

CLI receives grants and contracts from the City of Alexandria to support its programs.

- m. Has the nonprofit been formally designated by the local government as the principal community-based nonprofit housing development organization for the selected target area?

YES NO If yes, explain:

- n. Has the nonprofit 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 nonprofit'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).

Appendices continued

o. Has the nonprofit 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).

CLI applied for, and received, 9% LIHTC for the acquisition and renovation of Elbert Avenue apartments in 1993
The project has operated successfully and is near the end of its Extended Use Period.

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:

As indicated above, the current property was acquired and renovated with 9% LIHTC in 1993.

q. Has the nonprofit 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 Virginia Housing Funds?

YES NO If yes, explain:

r. Has the nonprofit 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 nonprofit 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:

Appendices continued

5. Attachments

Documentation of any of the above need not be submitted unless requested by Virginia Housing.

The undersigned Owner and nonprofit 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 nonprofit participation contained in the Plan or Section 42 of the Internal Revenue Code.

Date July 17, 2024

Owner/Applicant CLI New Elbert LLC

By 
Lynn Thomas (Jul 17, 2024 11:02 EDT)

Its Executive Director
Title

Date Jul 17, 2024

Community Lodgings, Inc.
Nonprofit

By 
Paul Stilp (Jul 17, 2024 10:59 EDT)
Board Chairman

By 
Lynn Thomas (Jul 17, 2024 11:02 EDT)
Executive Director

CLI Nonprofit Questionnaire - Final

Final Audit Report

2024-07-17

Created:	2024-07-17
By:	Anne Browne (anne.w.browne@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuaqBaB89o8_0xg_AH9GVbrNiSKShcLOT

"CLI Nonprofit Questionnaire - Final" History

-  Document created by Anne Browne (anne.w.browne@gmail.com)
2024-07-17 - 2:51:30 PM GMT - IP address: 72.83.51.32
-  Document emailed to pastilp@comcast.net for signature
2024-07-17 - 2:53:49 PM GMT
-  Email viewed by pastilp@comcast.net
2024-07-17 - 2:55:24 PM GMT - IP address: 216.126.35.23
-  Signer pastilp@comcast.net entered name at signing as Paul Stilp
2024-07-17 - 2:59:00 PM GMT - IP address: 216.126.35.23
-  Document e-signed by Paul Stilp (pastilp@comcast.net)
Signature Date: 2024-07-17 - 2:59:02 PM GMT - Time Source: server- IP address: 216.126.35.23
-  Document emailed to lynnthomas@community-lodgings.org for signature
2024-07-17 - 2:59:04 PM GMT
-  Email viewed by lynnthomas@community-lodgings.org
2024-07-17 - 2:59:40 PM GMT - IP address: 66.249.88.3
-  Signer lynnthomas@community-lodgings.org entered name at signing as Lynn Thomas
2024-07-17 - 3:02:09 PM GMT - IP address: 73.250.12.162
-  Document e-signed by Lynn Thomas (lynnthomas@community-lodgings.org)
Signature Date: 2024-07-17 - 3:02:11 PM GMT - Time Source: server- IP address: 73.250.12.162
-  Agreement completed.
2024-07-17 - 3:02:11 PM GMT

Community Lodgings Board of Directors

Paul A. Stilp, Board Chair, 9 Years of Service
(Retired) Equipment Leasing and Finance Association
Alexandria Virginia

Christy Zeitz, Vice Chair, 6 Years of Service
CEO of Fellowship Square Foundation
Alexandria, Virginia

Chelsea A. Neil, Secretary, 3 Years of Service
RTXPAC Manager
Arlington, Virginia

Agatha Aramayo, Board Member 2 Years of Service
PR Consulting Marketing and Branding
Arlington, Virginia

Donna Cramer, Board Member, 8 Years of Service
Real Estate Agent, McEneaney Associates, Inc.
Alexandria, Virginia

Marty DeVine, Board Member, 31 Years of Service
Consultant and Freelance Writer
Alexandria, Virginia

Selena Hutchinson, Board Member, 11 Years of Service
(Retired) DoD Cybersecurity
Fairfax, Virginia

Lisa Lettieri, Board Member, 4 Years of Service
Architect, Rust | Orling Architecture
Alexandria, Virginia

David McCarthy, Esq., Board Member in First Year of Service
Commercial Real Estate Finance Council
Arlington, Virginia

Thomas McFarlane, Board Member, 3 Years of Service
Booz Allen
Alexandria, Virginia

Elizabeth Myllenbeck, Board Member, 4 Years of Service
Educator for DoDEA Virtual School
Alexandria, Virginia

Steve Wallace, Esq., Board Member, 18 Years of Service
Nixon Peabody, LLP
Washington, DC

Angela Welsh, Board Member, 15 Years of Service
Fundraising Consultant
Alexandria, Virginia

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification

RESOLUTION NO. 3238

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 which will include the proposed CLI Elbert Avenue Project Site located at 3908-3916 Elbert Avenue as the area (the "Area") described on Exhibit A attached hereto, as a revitalization area;

WHEREAS, the proposed Area will support a mixed income development, including 91 units affordable to households at a range of incomes, from at-or-below 30% to 60% of the Area Median Income, helping to address this Arlandria's critical housing needs;

WHEREAS, the revitalization area is blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions- dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition;

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;

WHEREAS, the range and amount of housing affordability proposed in this Area would not be economically feasible without the provision of federal low-income housing tax credits along with City investment at advantageous rates and terms; and

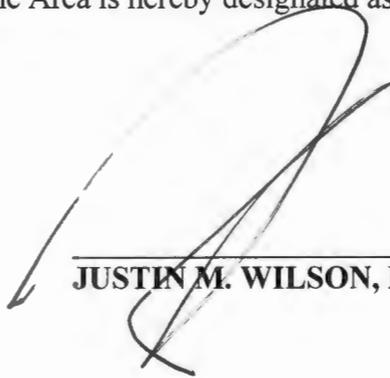
WHEREAS, the proposed redevelopment will provide a critical source of affordable housing for current and future low-and-moderate income residents at a range of incomes whose tenancy and local employment is essential to the Alexandria's future economic development and sustainability, as well as to the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

NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

- (1) The revitalization area is blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions- dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition; and
- (2) Private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low-and- moderate income persons and families in the Area and induce other persons and families to live within such area thereby creating a desirable economic mix of residents.

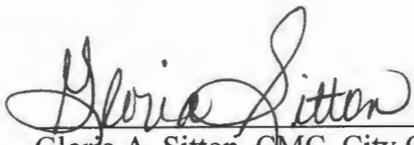
NOW, THEREFORE, BE IT HEREBY RESOLVED that pursuant to Section 36-55.30:2.A of the Code of Virginia 1950, as amended, the Area is hereby designated as a revitalization area.

ADOPTED: July 2, 2024



JUSTIN M. WILSON, MAYOR

ATTEST:

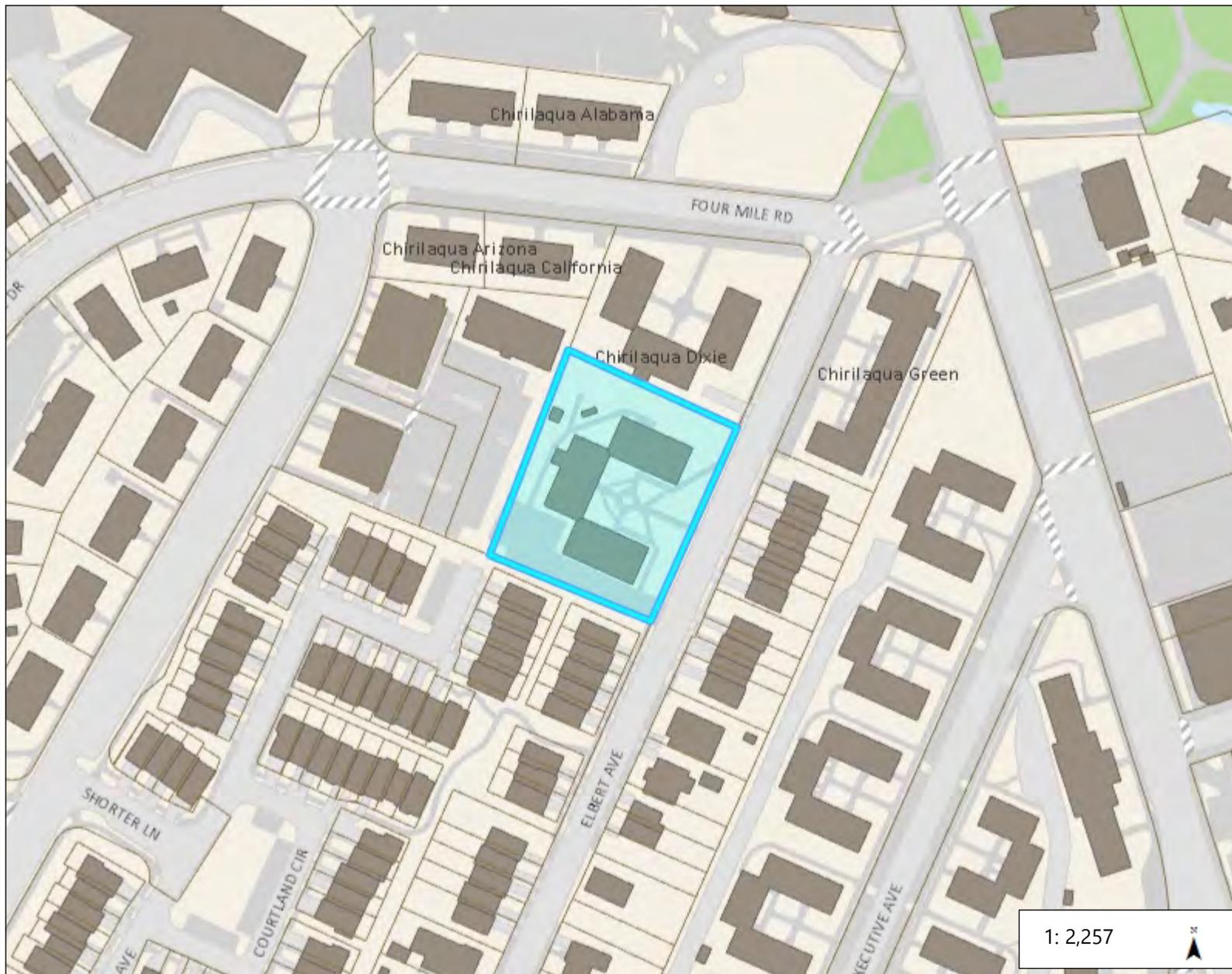


Gloria A. Sitton, CMC, City Clerk



City of Alexandria, Virginia

3908 Elbert Avenue Revitalization Area



Legend

- Road Labels
- One Way Streets
- Metro Stations
- Metro Lines
 - Blue
 - Yellow
 - Yellow Blue
- Rail Lines
- Park Boundary
- School Boundary
- Parcels
- Buildings
- Walks
 - Sidewalk
 - Crosswalk
- Driveways
- Parking Lots
- Roads (zoomed in)
- Existing and Future Streets (zc)
 - Major streets
 - Local streets
- Surface Water
- Streams
- Parks
- Schools
- City of Alexandria

Notes

376.2 0 188.08 376.2 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
City of Alexandria, VA

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Tab K.2

Surveyor's Certification of Proximity to
Public Transportation using Virginia
Housing template

Surveyor's Certification of Proximity to Transportation

General Instructions

1. This form must be included with the Application.
2. Any change in this form may result in a reduction of points under the scoring system.
3. If you have any questions, please contact the Tax Credit Allocation Department
taxcreditapps@virginiahousing.com.

Date 06/12/2024

To **Virginia Housing**
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request

Name of Development CLI Elbert Avenue Residences

Name of Owner CLI New Elbert LLC

Ladies and Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

- 2,640 feet or 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.**

Firm Name Walter L. Phillips, Inc.

By Travis P. Brown, P.E.

Its Senior Project Manager

Title

Travis
Brown
n

Digitally
signed by
Travis Brown
Date:
2024.07.08
16:46:29
-04'00'



Tab L:

PHA / Section 8 Notification Letter

Appendices continued

PHA or Section 8 Notification Letter

Date July 15, 2024

To Ms. Rickie C. Maddox
Alexandria Redevelopment & Housing Authority
401 Wythe Street, Alexandria, VA 22314

RE: Proposed Affordable Housing Development

Name of Development CLI Elbert Avenue Residences

Name of Owner CLI New Elbert 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 Virginia Housing. 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 December 15, 2027 (date).

The following is a brief description of the proposed development:

Development Address 3908 Elbert Avenue, Alexandria, VA 22305

Proposed Improvements:

- | | | |
|---|------------------|---------------------|
| <input checked="" type="checkbox"/> New Construction: | <u>91</u> #Units | <u>1</u> #Buildings |
| <input type="checkbox"/> Adaptive Reuse: | _____ #Units | _____ #Buildings |
| <input type="checkbox"/> Rehabilitation: | _____ #Units | _____ #Buildings |

Proposed Rents:

- | | | |
|--|-----------------------|--------|
| <input type="checkbox"/> Efficiencies: | \$ _____ | /month |
| <input checked="" type="checkbox"/> 1 Bedroom Units: | \$ <u>737-1,585</u> | /month |
| <input checked="" type="checkbox"/> 2 Bedroom Units: | \$ <u>881-1,899</u> | /month |
| <input checked="" type="checkbox"/> 3 Bedroom Units: | \$ <u>1,011-2,187</u> | /month |
| <input type="checkbox"/> 4 Bedroom Units: | \$ _____ | /month |

Other Descriptive Information:

CLI Elbert Avenue Residences will be a 6-story 91-unit new construction apartment community in the Arlandria / Chirilagua neighborhood, and will feature a top-floor community room, fitness center and on-site property management.

Appendices continued

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) 549 - 4407 .

Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours,

Name



Title Executive Director, Community Lodgings, Inc.

To be completed by the Local Housing Authority or Sec 8 Administrator:

Seen and Acknowledged By RCMaddox

Printed Name: Rickie Maddox

Title Interim Chief Executive Officer

Phone 703-549-7115

Date 07/17/2024

Tab M:

Intentionally Blank

Tab N:

Homeownership Plan

NOT APPLICABLE

Tab O:

Plan of Development Certification Letter



DEPARTMENT OF PLANNING AND ZONING

301 King Street, Room 2100
P.O. Box 178

Alexandriava.gov

Phone 703.746.4666

Plan of Development Certification

DATE: July 5, 2024

TO: Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220
Attention: Stephanie Flanders

RE: PLAN OF DEVELOPMENT CERTIFICATION

Name of Development:	<u>CLI Elbert Avenue Residences</u>
Name of Owner/Applicant:	<u>CLI New Elbert Avenue LLC</u>
Name of Seller/Current Owner:	<u>CLI Multifamily Partnership LP</u>

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the site plan of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming the status of plan of development or site plan approval 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 Virginia Housing's Qualified Allocation Plan for housing tax credits.

DEVELOPMENT DESCRIPTION:

Development Address:
3908-3912 Elbert Avenue, Alexandria, Virginia

Legal Description:
All those certain lots or parcels of land situated, lying and being in the City of Alexandria, Virginia, and being more particularly described as follows: All of Lots 1, 2 and 3, MANKE'S ADDITION TO BEVERLY PARK, as the same is duly dedicated, platted and recorded among the land records of the City of Alexandria, Virginia, in Deed Book 186 at Page 303. AND BEING that property acquired by Deed dated August 25, 1993 and recorded August 27, 1993 in Deed Book 1440 at Page 1425.

Plan of Development Number: DSUP #2022-10022

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	91	# Units	1	# Buildings	127,032	Total Floor Area
<input type="checkbox"/> Adaptive Reuse:		# Units		# Buildings		Total Floor Area
<input type="checkbox"/> Rehabilitation:		# Units		# Buildings		Total Floor Area

Other Descriptive Information:

LOCAL CERTIFICATION:

Check one of the following as appropriate:

- The proposed development described above has an approved final plan of development or site plan (as applicable to the site). No further plan of development or site plan approval is required before issuance of a building permit.
- The proposed development is an existing development with proposed renovations and no additional plan of development approval is needed.

The above plan of development approval is in effect until: February 25, 2026



Signed
Karl Moritz

Printed Name
Director, Department of Planning and Zoning

Title
703.746.3804

Phone
July 5, 2024

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 a reduction of points under the scoring system. If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.

Tab P:

Zero Energy or Passive House documentation for
prior allocation by this developer

NOT APPLICABLE

Tab Q:

Documentation of Rental Assistance, Tax Abatement
and/or existing RD or HUD Property



Office of Housing
421 King Street, Suite 215
Alexandria VA 22314

July 16, 2024

Ms. Stephanie Flanders
Director of Tax Credit Programs
Virginia Housing
601 S. Belvidere Street
Richmond VA 23220

Re: City of Alexandria Rental Subsidy Support for CLI's 3908-3916 Elbert Avenue Project

Dear Ms. Flanders:

I am writing to confirm the City of Alexandria's commitment to provide CLI with project-based rental assistance for **ten (10) units** within the proposed Elbert Avenue project. The project-based rental assistance will be funded through a grant of City housing trust fund monies. On July 2, 2024, the Alexandria City Council approved a grant of **\$350,000** to fund this rental assistance.

Pursuant to the City's program, 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 CLI. Existing residents will be prioritized to mitigate displacement. 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 enabling deeper affordability, the assistance is intended to serve those at the lowest income levels who face substantial housing barriers. A range of case management services and other support will be coordinated through DCHS, as appropriate.

The City's project-based rental assistance will be provided for **a five-year term, renewable for future five-year increments throughout Elbert Avenue'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.

the Residential Multifamily Zone (a 2020 ULI Best Housing Policy award winner) to maximize deeply affordable committed units in exchange for substantial density.

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.

Thank you for your courtesies. Please contact me or Deputy City Attorney Christina Zechman Brown if you have questions regarding the City's financial commitment to CLI's Elbert Avenue Residences project or to City Council's practices as they relate to housing loan/grant approvals and their legal effect. I can be reached at helen.mcilvaine@alexandriava.gov or by phone at 703-746-3088.

Sincerely,

A handwritten signature in blue ink, appearing to read "Helen S. McIlvaine". The signature is fluid and cursive, with a long horizontal stroke at the end.

Helen S. McIlvaine
Director

Tab R:

Documentation of Utility Allowance calculation

Tab S:

Supportive House Certification and/or
Resident Well Being MOU



July 15, 2024

To Whom It May Concern:

Subject: Letter of Support for Community Lodgings Telehealth Services Initiative

I am pleased to extend this letter of support to Community Lodgings in your initiative to provide telehealth services to the community, particularly for individuals and families residing at Elbert Avenue. We recognize the critical role that Community Lodgings play in addressing the needs of underserved populations in our community. The new development will provide 91 much-needed affordable housing units at 30%-60% of the Area's Median Income.

Neighborhood Health is a non-profit Federally Qualified Health Center that serves more than 40,000 patients in multiple clinics across Alexandria, Arlington and Fairfax. Our mission is to improve health and advance health equity by providing high quality primary care regardless of a patient's ability to pay. We accept Medicaid, virtually all health insurance plans, and have a sliding fee scale for all patients who earn less than 200% of Federal Poverty Guidelines. Our model of care is comprehensive, integrated, and includes medical, behavioral, and dental care, medication assistance, labs, case management, and referral to community resources – all in one setting.

Stable housing is the foundation for overall well-being and health. Affordable housing providers must work with healthcare organizations to ensure that their residents' health and care needs are met. Community Lodgings will provide residents of Elbert Avenue access to a private, on-site room where they can conduct telehealth visits. Neighborhood Health will work with your team to provide one telehealth visit per person per year for residents who are established patients at our practice, at no cost to the resident.

Neighborhood Health fully supports this initiative for the following reasons:

- **Increased Access to Healthcare:** Telehealth services bridge the gap for those who face barriers to traditional healthcare access, providing timely and convenient medical care.
- **Improved Health Outcomes:** By integrating telehealth into the support structure for housing tax credit applicants, we can ensure residents receive comprehensive care.
- **Community Stability:** Access to health services is critical to maintaining stable and healthy living conditions, which are essential for stability and development of our community.

We are confident that this collaboration will significantly benefit the community and enhance the overall impact of the housing tax credit program. Neighborhood Health is committed to working alongside Community Lodgings to provide the necessary resources and support to ensure the success of this initiative.

We look forward to this partnership's positive outcomes and are eager to collaborate on operationalizing this important endeavor.

Sincerely,

Basim Khan, MD, MPA
Chief Executive Officer

The attached Decision Letter indicates that although the proposed Memorandum of Understanding between Community Lodgings, Inc. (CLI) and CLI New Elbert LLC meets DBHDS's requirements, DHBDS cannot conclude that CLI has experience delivering direct community-based services to individuals. Nonetheless, CLI New Elbert LLC would request that Virginia Housing recognize allow CLI New Elbert to receive points for providing resident services.

Background: CLI was founded in 1987 with a mission of working to end homelessness in the City of Alexandria. Since purchasing its first apartment building in the Arlandria-Chirilagua community in the late 1980's, CLI has pursued this mission (1) by owning and maintaining decent, safe and affordable apartments and (2) by providing the supports necessary for its most vulnerable neighbors to get and remain housed and to thrive.

On June 28, 2024, CLI submitted the attached proposed MOU to DBHDS for review along with evidence that it provides resident services to the residents of its properties and that it receives unrestricted grants to do so.

On July 2, DBHDS requested "Can you please provide an explanation or purpose of the grant that provides evidence that Community Lodgings has experience providing Tenancy Supports? The documentation provided simply show grant award amount(s) but provides no details to what the grant is, the grant requirement(s), the grant(s) intended use nor does it provide any evidence of experience."

On July 8, CLI responded to DBHDS's questions, providing greater detail about its work:

In furtherance of its mission of ending homeless in the City of Alexandria, Community Lodgings has provided housing stability services to the residents of its apartments for as long as it has owned them. These housing stability services are provided as part of CLI's general resident services and are paid for with unrestricted revenue of the corporation. CLI has successfully solicited unrestricted grants and donations from individual donors, businesses and charitable foundations to support its general operations and resident services.

On July 10, DBHDS provided CLI with the decision letter. CLI requested the opportunity to submit an MOU with a licensed service provider, but was informed by DBHDS that that would represent a new application and could not be accepted since the deadline for submission had passed. DBHDS did, however, allow CLI to submit additional evidence to support its application.

CLI made several submissions of further evidence up until July 16, but was unable to convince DBHDS that it has the requisite experience. Because CLI has not received any grants which were explicitly tied or restricted to the provision of tenancy supports, DBHDS stated that could not verify CLI's experience.

Analysis: CLI believes that requiring a service provider to prove that it has received grants restricted to funding tenancy supports is an unduly narrow interpretation of the QAP. In fact, CLI has been unable to find any instance in which a resident service provider demonstrated its experience this way. This interpretation is not supported by the QAP, which provides only that the provider should have received grants *“for provision of direct services to the development's residents.”*

As demonstrated by the submission of the MOU, Community Lodgings is committed to providing tenancy supports to the First Lease Preference residents at CLI Elbert Avenue Residences. After all, these are exactly the kind of services that CLI currently provides to formerly homeless residents of its properties through its Transitional Housing program.

CLI would propose to pay for the cost of these tenancy supports the same way that it pays for the cost of providing services to the formerly homeless residents it currently houses – through general, unrestricted grants.

CLI New Elbert would respectfully request that Virginia Housing recognize that DBHDS has approved the terms of the MOU and that CLI has ample experience providing direct services to the residents of its developments, and permit CLI New Elbert to claim the points for committing to providing these tenancy supports at CLI Elbert Avenue Residences.

Resident Services Memorandum of Understanding (MOU)
Between Community Lodgings, Inc. (CLI) and CLI New Elbert LLC (Owner)

WHEREAS, CLI New Elbert LLC (the "Owner") proposes to develop a 91-unit affordable rental housing community at 3908 Elbert Avenue, Alexandria, VA (the "Property"); and

WHEREAS, Community Lodgings, Inc. intends to provide certain resident services to the residents of the Property; and

WHEREAS, upon securing the necessary funding for the development of the Property, the Owner will engage a Virginia Housing-certified third-party property management agent to lease-up and operate the Property upon completion of construction; and

WHEREAS, the Owner will provide a First Leasing Preference for ten percent (10%) of the units at the Property to members of certain Targeted Populations having state rental assistance; and

WHEREAS, the Owner and CLI desire to enter into a Memorandum of Understanding to document their intentions and obligations with respect to the Property.

NOW THEREFORE, the Parties agree as follows:

1. Purpose

CLI and the Owner are committed to establishing a partnership to provide resident services for all residents at the Property to be developed in Alexandria, Virginia. The new community will provide new construction of 91 affordable rental units for individuals and families with lower income.

While CLI will provide certain resident services available to residents of all 91 units, the Property will also have a First Leasing Preference (FLP) for up to 10% of units for the Target Populations (TPs) referred by DBHDS in accordance with the target population identified in a memorandum of understanding between Virginia Housing and one or more participating agencies of the Commonwealth.

2. Principles

The overall philosophy of service delivery at the Property is to provide voluntary services that focused on providing appropriate resident services for all residents, aimed to enhance their quality of life. All leasing and resident service activities shall treat residents with dignity and respect and honor their rights. Residents will be offered all available services, and may change or end their participation in resident services at any time. Tenants can remain in their homes as long as the essential requirements of tenancy are met – paying rent, not interfering with other residents' use and enjoyment of their homes, refraining from property damage, etc.

3. Roles and Responsibilities of the Parties

Property Owner: The Owner shall:

- Provide CLI staff with access to the Property and make amenity space available for resident services programming.
- No later than the start of construction of the Property, engage a qualified, Virginia Housing-certified property management company to act as the Management Agent for the Property under industry-standard terms.
- Ensure that the Management Agent understands and agrees to its obligations under this MOU and, prior to lease-up, add the Management Agent as a party to this MOU.
- Communicate at least quarterly with the Resident Services Provider regarding resident services coordination.

Resident Service Provider: CLI shall:

- To the extent feasible, offer or provide for general resident services to all the residents of the Property. Among the general resident services that may be offered are: (1) youth programming, such as after-school and summer programs, (2) career enhancement programming, such as English Language Learner classes, and (3) health and wellness programming, such as health screenings and vaccination clinics.
- Provide services to the members of the Targeted Populations who receive a First Leasing Preference (referred to herein as "FLP residents") to ensure that such members can maintain their tenancy at the Property to the greatest extent feasible. Such services shall include but not be limited to:
 - Assisting the FLP resident in understanding their rights and responsibilities under fair housing and tenant/landlord laws, including the obligation to pay rent in a timely manner and the right to request a repair.
 - Acting as a liaison between the FLP resident and the Management Agent in the event a dispute arises between the resident and the Management Agent.
 - Contacting the FLP resident's case manager or supportive service provider upon learning of a lease violation or condition which could result in eviction.
 - Designating a member of CLI's resident services staff to act as the liaison with the Management Agent at the Property. The liaison shall be CLI's Director of Resident Services, Kate Wiley, or her successor.
- Meet at least quarterly with the Owner and Management Agent regarding resident services coordination, including the status of the FLP residents.

Property Manager: The Management Agent shall:

- Market the property in compliance with all local, state and federal fair housing laws and regulations, and in accordance with the Affirmative Fair Housing Marketing Plan (if applicable) and the Marketing Plan for Section 504-compliant units
- Execute and administer all tenant leases in a fair and equitable manner
- Develop and implement industry-typical house rules to ensure that all residents may use and enjoy their homes
- Carry out rent collection and administration
- Provide building and equipment maintenance and repair
- Provide common-area janitorial services
- Communicate all lease violations of FLP residents both to the FLP resident's case manager and to CLI.
- Work collaboratively with CLI, FLP residents and their case managers to promote housing stability for the FLP residents.
- Meet at least quarterly with CLI and the Owner regarding resident services coordination, including the status of the FLP residents.

4. Additional Terms

Tenant Selection Plan: All parties shall collaborate to develop a Tenant Selection Plan that includes provisions to reduce barriers and enable individualized tenant assessments in accordance with the Department of Professional and Occupational Regulations (DPOR)'s Model Policy for Tenant Screening and will be subject to Virginia Housing and/or any other agency review.

Term of Agreement: This Agreement shall remain in effect in perpetuity or until a subsequent MOU or Agreement supersedes it. Any party to this MOU may terminate the MOU upon 30-days written notice.

Confidentiality: All parties shall ensure confidentiality of health information and personally identifiable information of all residents.

Further Modification: The parties recognize that numerous variables may cause the eventual resident services and implement efforts to differ from current plans, and affirm that in order to achieve the goals of this MOU, it may be necessary to modify certain of the terms of this MOU.

Primary Contacts for the parties

For Community Lodgings:

Lynn Thomas, Executive Director
lynnthomas@community-lodgings.org
703-549-4407

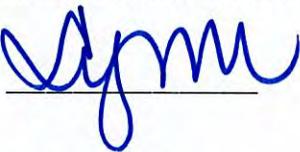
For CLI New Elbert LLC:

Lynn Thomas, Executive Director
lynnthomas@community-lodgings.org
703-549-4407

CLI New Elbert LLC

By: CLI New Elbert GP LLC

By: Community Lodgings, Inc., Managing Member

Signed:  _____

Community Lodgings, Inc.

Signed:  _____



DBHDS MOU Review and Decision

Community Lodgings, Inc., Developer of CLI New Elbert LLC Low-Income Housing Tax Credit (2024-TEB-145) Applicant and Community Lodgings, Inc., Resident Service Provider have partnered together through a Memorandum of Understanding (MOU) to provide onsite resident services to tenants of CLI Elbert Avenue Residences, once placed in service. Community Lodgings, Inc. has requested DBHDS to review and approve the MOU between the parties as required in Virginia Housing's (VH) LIHTC Qualified Allocation Plan (QAP) for consideration of the extra point (15) incentive *Resident Well Being*.

The MOU:

- Meets minimum review standards
- Does not meet minimum review standards

Required Evidence of Experience:

- DBHDS affirms that as of the date on this letter, Resident Service Provider has a DBHDS triennial license, in good standing, with no outstanding corrective action plans.
- LIHTC applicant asserts Service Provider meets other experience criteria to be reviewed by Virginia Housing.
- DBHDS does not attest experience evidenced by receipt of a grant or grants by the service provider for provision of direct services to the development's residents

DBHDS decision:

APPROVED

NOT APPROVED

Name & Title:	Janna Wiener, Housing Services Manager
Signature:	
Date:	7/10/2024

Tab T:

Funding Documentation



Office of Housing
421 King Street, Suite 215
Alexandria VA 22314

July 16, 2024

Ms. Stephanie Flanders
Director of Tax Credit Programs
Virginia Housing
601 S. Belvidere Street
Richmond VA 23220

Re: City of Alexandria Support for CLI's 3908-3916 Elbert Avenue Project

Dear Ms. Flanders:

I am pleased to confirm the City of Alexandria's strong support for CLI's Elbert Avenue Residences project (the "Project") which will transform the existing 28-unit garden style complex into 91 new units of affordable rental housing that target households with incomes ranging from 30-60% AMI. **On July 2, 2023, Alexandria City Council approved a Housing Opportunities Fund loan totaling \$3.475 million for the project, along with a grant of \$350,000 to help subsidize rents for 10 units.** The loan will be structured as a residual receipts loan with a 40-year term, at an interest rate of 2% per annum.

In addition to this, and pending completion of an ongoing internal planning effort, the City will either **provide \$500,000 in additional soft funding to CLI to complete open space improvements required as part of the Project's Development Special Use Permit** **or will undertake these improvements itself** as a part of its affordable housing support for the Project.

The City is excited about CLI's proposed financing strategy including state housing opportunity tax credits to move the Project forward: the redevelopment is fully consistent with recommendations of the 2020 Arlandria-Chirilagua Plan Update to preserve, improve, and expand critically needed affordable housing options in the neighborhood. The project garnered unanimous support from the Alexandria Housing Affordability Housing Advisory Committee, Planning Commission, and City Council for its development concept which makes use of

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 if you have any questions regarding the City's commitment to provide project-based rental assistance for ten units at Elbert Avenue. I can be reached at helen.mcilvaine@alexandriava.gov or by phone at 703-746-3088.

Thank you for your courtesies.

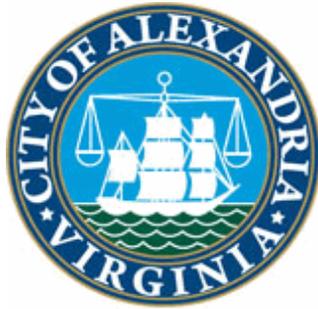
Sincerely,

A handwritten signature in blue ink, appearing to read "Helen S. McIlvaine", with a long horizontal flourish extending to the right.

Helen S. McIlvaine
Director

City of Alexandria

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



Docket - Final-revised

Tuesday, July 2, 2024

6:00 PM

City Council Public Hearing

The July 2, 2024 Public Hearing Meeting of the Alexandria City Council is being held in the Council Chamber (301 King Street, Alexandria, Virginia, 22314) and electronically. Members of City Council and staff are participating either in-person or from a remote location through video conference call on Zoom webinar. The meeting can be accessed by government channel 70, streaming on the City's website, and via Zoom by the following link:

Webinar ID: 921 2826 5213

Webinar Passcode: 476031

Dial-in number: 301-715-8592

Registration : https://zoom.us/webinar/register/WN_TlzcBGsfTmqAYnmVfOB1GQ

If you use the Zoom webinar application, please be sure you have updated the application to the latest version for the best results. If you are unable to access the Zoom webinar, please use the Dial-In number to access the meeting.

*****PLEASE LOG-IN EARLY IF POSSIBLE*****

Links:

Meeting Agenda and Live Webcast

The meeting will be webcast live and video and audio recordings will be available a few days after the meeting.

Zoom Registration Form

If you wish to use Zoom to watch the meeting or to address Council, you must register first. Those wishing to address Council should also submit a Speaker's Form using the link below.

Speaker's Form

<https://survey.alexandriava.gov/s3/2020-VIRTUAL-City-Council-Speakers-Form>

Submission of written statements is encouraged. Please sign up after the docket is created and posted and you are able to verify the meeting date on the City's website. If you have prepared statement or a written comments for the record you may email it to the City Clerk at CouncilComment@alexandriava.gov.

Public Comment will be received at this meeting.

Individuals requiring translation services should contact the City Clerk and Clerk of Council at gloria.sitton@alexandriava.gov or at 703.746.4550. We request that you provide a 48-hour notice so that the proper arrangements may be made. Please specify the language for translation when you make the request.

Las personas que requieran servicios de traducción deben comunicarse con el Secretario de la Ciudad y el Secretario del Consejo en gloria.sitton@alexandriava.gov o al 703.746.4550. Le solicitamos que proporcione un aviso de 48 horas para que se puedan hacer los arreglos necesarios. Por favor, especifique el idioma de traducción cuando realice la solicitud.

I. OPENING

1. Calling the Roll.
2. Approval of Electronic Participation Resolution (if needed)
3. Public Discussion Period
[This period is a public comment period on items not listed on the agenda. The first 15 speakers will speak at the beginning of the meeting. Any remaining speakers will be heard at the conclusion of the docketed items.]

II. ORAL REPORT FROM THE CITY MANAGER

4. Introduction of the New Fire Chief Felipe Hernandez Jr.

III. ACTION ITEMS

Planning Commission

Consent Calendar (5-7)

5. [24-2306](#) Vacation #2024-00004
4601 Eisenhower Avenue
Public Hearing and consideration of a request to vacate 8,621 square feet of reserved right-of-way located at the southeast corner of lot 500 adjacent to the intersection of Clermont and Eisenhower Avenues; zoned OCM(100)/Office Commercial Medium.
Applicant: Boundary Investments, LLC represented by Robert Brant, Attorney
Planning Commission Action: Recommend Approval 5-0
Attachments: [24-2306_VAC2024-00004 Staff Report](#)
[VAC2024-00004 Presentation](#)
6. [24-2308](#) Development Special Use Permit #2024-10003
1604-1614 King Street, 1604 Dechantal Street
Public Hearing and consideration of a request for a Development Special Use Permit and Site Plan with modifications to construct a 44-unit multi-unit building and convert five existing townhouses to 10 multi-unit dwellings, including Special Use Permit requests to increase the floor area ratio from 2.0 to 3.0 in the KR zone and for a

parking reduction of 10 spaces from the Article VIII requirements; zoned KR / King Street urban retail.

Applicant: Dechantal Associates, LLC

Planning Commission Action: Recommended Approval 5-0

Attachments: [DSUP2024-10003 Staff Report](#)

[DSUP2024-10003 Presentation](#)

7. [24-2309](#) Development Special Use Permit #2024-10005
201 Cambridge Road
Public Hearing and consideration of a request for an amendment to a previously approved Development Special Use Permit (DSUP #2014-00029) for additions to the existing chapel at a private school; zoned R-8 / Residential zone.
Applicant: Bishop Ireton High School, represented by Mary Catherine Gibbs, attorney
Planning Commission Action: Recommended Approval 5-0
Attachments: [24-2309 DSUP2024-10005 Staff Report](#)
[24-2309 DSUP2024-10005 Presentation](#)

IV. Roll-Call Consent Calendar (8-12a)

8. [24-2175](#) Public Hearing, Second Reading and Final Passage of an Ordinance to amend and reordain Sheet No. 054.04 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 709 and 711 Pendleton Street from CL/Commercial Low with proffer to CL/Commercial low in accordance with the said zoning map amendment heretofore approved by city council as Rezoning No. 2024-00001 (Implementation Ordinance for Rezoning No. 2024-00001 associated with 709 and 711 Pendleton Street approved by City Council on June 15, 2024).
Attachments: [24-2175 cover](#)
[24-2175 ordinance](#)
9. [24-2177](#) Public Hearing, Second Reading and Final Passage of an Ordinance to amend and reordain Section 2-188.1 (RECREATION AND ENTERTAINMENT USE) of Article II (DEFINITIONS); Sections 4-102 (PERMITTED USES), 4-103 (SPECIAL USES), 4-202 (PERMITTED USES), 4-203 (SPECIAL USES), 4-302 (PERMITTED USES), and 4-303 (SPECIAL USES) of Article IV; and Section 6-603 (USES) of Article VI (SPECIAL AND OVERLAY ZONES) of the City of Alexandria Zoning Ordinance, in accordance with the text amendment heretofore approved by city council as Text Amendment No. 2024-00006 (Implementation Ordinance for Text Amendment No. 2024-00006 associated with the recreation and entertainment use text amendment approved by City Council on June 15, 2024).

Attachments: [24-2177 cover](#)
[24-2177 ordinance](#)

10. [24-2179](#) 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 Landmark/Van Dorn Small Area Plan chapter of such master plan as Master Plan Amendment No. 2024-00001 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. 2024-00001 associated with 6101 and 6125 Stevenson Avenue approved by City Council on June 15, 2024).

Attachments: [24-2179 cover](#)
[24-2179 ordinance](#)

11. [24-2181](#) Public Hearing, Second Reading and Final Passage of an Ordinance to amend and reordain Sheet No. 047.03 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 6101 and 6125 Stevenson Avenue from, OCM(50)/Office commercial medium (50) zone to CRMU-H/Commercial residential mixed use (high) in accordance with the said zoning map amendment heretofore approved by city council as Rezoning No. 2024-00002 (Implementation Ordinance for Rezoning No. 2024-00002 associated with 6101 and 6125 Stevenson Avenue approved by City Council on June 15, 2024).

Attachments: [24-2181 cover](#)
[24-2181 ordinance](#)

12. [24-2185](#) 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. 2024-00007 (Implementation Ordinance for Text Amendment No. 2024-00007 associated with multiple addresses in Eisenhower East text amendment approved by City Council on June 15, 2024).

Attachments: [24-2185 cover](#)
[24-2185 ordinance](#)

- 12a. [24-2327](#) Public Hearing, Second Reading and Final Passage of an Ordinance to establish the process to solicit and grant a Franchise to use certain public property to design, install, own, operate, maintain, repair, upgrade, and remove electric vehicle supply equipment (EVSE) for the use and benefit of the public, including incidental design, construction, and modifications to City infrastructure to further and accommodate such use.

Attachments: [24-2327 Attachment 1 - Public EV Charging Ordinance](#)
[24-2327 Attachment 2 - Terms and Specifications for Bids for Franchise](#)
[24-2327 Attachment 3 - Presentation](#)

V. OTHER BUSINESS

Reports and Recommendations from the City Manager

(Please note these items are not public hearing items)

13. [24-2200](#) Consideration and Approval of Accepting a Gift of the Public Artwork *Wrought, Knit, Labors, Legacies* from the Artist Olalekan Jeyifous and Gifting the Artwork to the Washington Metropolitan Area Transit Authority (WMATA) for Placement at Braddock Road Metro Station.
Attachments: [24-2200 Attachment 1 - WKLL Artist Gift Agreement Draft](#)
[24-2200 Attachment 2 - WKLL Gift Agreement with WMATA Draft](#)
[24-2200 Attachment 3 - WKLL Location Images and Map](#)
14. [24-2268](#) Consideration of a Grant Application to the 2024 State Homeland Security Program (SHSP)
15. [24-2283](#) Consideration of a Grant Application to the 2024 Rescue Squad Assistance Fund (RSAF)
16. [24-2217](#) Consideration of a Request for a Housing Opportunities Fund Loan of \$3,475,000 and a Pilot Rental Subsidy Grant of \$350,000 to Community Lodgings, Inc. for the Elbert Avenue Project to Facilitate an Application for State Housing Opportunity Tax Credits
Attachments: [24-2217 Attachment 1 - CLI Elbert Ave Cover Letter and HOF Application Abstr](#)
[24-2217 Attachment 2 - HUD 2024 Income and Rent Limits \(40-60\)](#)
[24-2217 Attachment 3 - CLI Elbert Model 2024.05.13 - 30% AMI units exempte](#)

VI. ORDINANCES AND RESOLUTIONS

17. [24-2258](#) Consideration of a Resolution Designating the Community Lodgings, Inc. (CLI) Elbert Avenue Project Site a “Revitalization Area” pursuant to Virginia Code Section 36-55.30:2.A. [ROLL-CALL VOTE].
Attachments: [24-2258 Attachment 1- CLI - Elbert Avenue Revitalization Resolution](#)
[24-2258 Attachment 2- CLI Elbert Ave \(3908-3916\) Project Proposed Revitaliz](#)
[24-2258 Signed Resolution](#)
18. [24-2269](#) Consideration of Resolution Approving RIDE24 LLC to Provide Private Medical Transports in the City of Alexandria. [ROLL-CALL VOTE].

Attachments: [24-2269 Resolution - RIDE24 LLC.docx](#)
[24-2269 Signed Resolution](#)

VII. Public Hearing Matters

Planning Commission (continued)

19. [BAR#2024-00160](#) **CASE BAR#2024-00160 OHAD**
[OHA24-2313](#) Public Hearing and consideration of an Appeal of the May 15, 2024 Board of Architectural Review (BAR) Decision to approve the Certificate of Appropriateness for new construction at 301 N. Fairfax Street.

Applicant: 301 N. Fairfax Project Owner LLC

Appellant: Scott Corzine on behalf of petitioners

The Appeal hearing is only related to the Certificate of Appropriateness. The attempted Appeal of the Permit to Demolish was not filed within the timeframe required by the Zoning Ordinance.

Attachments: [24-00160 BAR2024-00160 Staff Report](#)
[24-00160 BAR2024-00160 Presentation](#)
[24-00160 letters/emails](#)

20. [24-2305](#) Special Use Permit #2024-00014
3950 Wheeler Avenue
Public Hearing and consideration of a request for a temporary trailer; zoned I/Industrial
Applicant: North Lock, LLC, represented by M. Catharine Puskar, attorney
Planning Commission Action: Recommended Approval 5-0
Attachments: [SUP 2024-00014 Staff Report](#)
[24-2305 SUP2024-00014 Presentation](#)
21. [24-2307](#) Development Special Use Permit #2024-10002
2927 & 2957 Eisenhower Avenue
Public Hearing and consideration of a request for an extension of a previously approved Development Special Use Permit (DSUP2015-0001) with Site Plan to construct a new multi-unit residential building with ground-level retail/commercial; zoned CDD#3/ Coordinated Development District #3.
Applicant: Rushmark Eisenhower South Tower, LLC represented by M. Catharine Puskar, attorney
Planning Commission Action: Recommended Approval 5-0

Attachments: [24-2307_DSUP2024-10002 Staff Report](#)
[24-2307_DSUP2024-10002 Presentation](#)
[24-2307_letters/emails](#)

22. [24-2310](#) Special Use Permit #2024-00033
201 East Del Ray Avenue, 2207 and 2213 Mount Vernon Avenue
Public Hearing and consideration of a Special Use Permit for outdoor dining over 49 seats and for recreation and entertainment (amending SUP #2022-00060); zoned CL/Commercial low
Applicant: Abderrahim (Rayan) Moussaif
Planning Commission Action: Recommended Approval 6-0
Attachments: [24-2310_SUP2024-00033 Staff Report](#)
[24-2310_SUP2024-00033 Presentation](#)

23. [24-2311](#) Development Special Use Permit #2024-10004
107 and 125 North West Street - North West Street Townhomes
Public Hearing and consideration of a request for a Development Special Use Permit and Site Plan, including a Special Use Permit for land without frontage, Subdivision and modifications, to construct nine (9) residential townhouses and four (4) semi-detached dwellings; zoned: CD/Commercial Downtown
Applicant: 125 N. West Street LLC, represented by Duncan Blair, attorney
Planning Commission Action: Recommended Approval 5-1
Attachments: [24-2311_DSUP2024-10004 Staff Report](#)
[24-2311_DSUP2024-10004 Presentation](#)
[24-2311_letters/emails](#)

VIII. FOR INFORMATION ONLY

Planning Commission (continued)

24. [24-2312](#) **Zoning Ordinance Subdivision cases are heard by the Planning Commission, placed on the City Council docket for information, and heard by City Council only upon appeal.**

Subdivision #2024-00005
41 East Reed Avenue
Public Hearing and consideration of a request for a Subdivision to re-subdivide an existing lot into two lots; zoned RB.
Applicant: Kulinski Group Architects, P.C.
Planning Commission Action: Approved 5-0
Attachments: [24-2312_SUB2024-00005 Staff Report](#)
[24-2312_SUB2024-00004 Presentation](#)

IX. Closed Executive Session

25. [24-2289](#) Consideration of a Closed Executive Session

Attachments: [24-2289 resolution](#)
[24-2289 Signed Resolution](#)

X. ADJOURN

This docket is subject to change.

Limited Full-text copies of ordinances, resolutions, and agenda items are available in the Office of the City Clerk and Clerk of Council. Meeting materials are also available on-line at alexandriava.gov/council.

Individuals with disabilities who require assistance or special arrangements to participate in the City Council meeting may call the City Clerk and Clerk of Council's Office at 703-746-4550 (TTY/TDD 838-5056). We request that you provide a 48-hour notice to that the proper arrangements may be made.

City meetings are closed-captioned for the hearing impaired.

If the Mayor finds and declares that weather or other conditions are such that it is hazardous for members to attend the meeting, this meeting will be continued to the following Saturday.

Tab U:

Acknowledgement by Tenant of the availability of Renter
Education provided by Virginia Housing

CLI Elbert Avenue Residences

I, _____, acknowledge that I have received information regarding Virginia Housing's free renter education to tenants.

I understand that it is my responsibility to review the materials available at the link provided here:
<https://www.virginiahousing.com/renters/education>.

I understand that at this website, I can review the following educational topics:

- Rental Search
- Renter Education Online Course
- Renter Education Guide eBook
- Fair Housing Resources
- Renter Rights and Responsibilities
- Renter Programs
- Housing Counselors

By signing below, I acknowledge that I have read this form and understand how to access the Virginia Housing free renter education materials.

Resident Name: _____

Resident Signature: _____

Unit Number: _____

Date: _____

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

This instrument prepared by and
when recorded return to:
Nixon Peabody LLP
799 9th St., N.W., Suite 500
Washington, DC 20001
Attention: Dana S. Roper, Esq.

RIGHT OF FIRST REFUSAL AGREEMENT

(CLI Elbert Avenue Residences)

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of _____ by and among CLI New Elbert LLC, a Virginia limited liability company (the "Owner" or the "Company"), Community Lodgings, Inc., a Virginia nonstock corporation (the "Grantee"), and is consented to by CLI New Elbert GP LLC, a Virginia limited liability company (the "Managing Member"), [INVESTOR ENTITY], a _____ limited liability company (the "Investor Member ") and [SPECIAL LIMITED PARTNER, L.L.C.] a _____ limited liability company (the "Special Member"). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the "Consenting Members". The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members". This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

- A. The Owner, pursuant to its Amended and Restated Operating Agreement, dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of a 91-unit apartment project for families located in Alexandria, Virginia and commonly known as "CLI Elbert Avenue Residences" (the "Project"). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is the sole member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantee certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the "Refusal Right") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the "Property"), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Company that is required by Virginia Housing Development Authority ("Virginia Housing" or the "Credit Authority") or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the "Refusal Right"), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a "bona fide offer" (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the "Offer Notice") and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to the Company a written notice of its intent to exercise the Refusal Right (the "Election Notice"). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a "bona fide offer" for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members or of Virginia Housing.
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a "Terminating Event"), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the "Purchase Price") shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing

Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

- B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.
- C. The Purchase Price shall be paid at Closing in one of the following methods:
 - (i) the payment of all cash or immediately available funds at Closing, or
 - (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

- A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:
 - (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
 - (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.
- B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:
 - (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
 - (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or

- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code, or
- (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing’s sole discretion.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in Alexandria, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner’s right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “**AS IS, WHERE IS**” and “**WITH ALL FAULTS AND DEFECTS,**” latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner’s attorney’s fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner’s title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a “Permitted Assignee”) at the election and direction of the Grantee or to any assignee that shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”).

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

- A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).
- B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project" without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes), then the parties shall amend this Agreement and the Investor Member shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a

nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article _____ of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, Community Lodgings, Inc., 3912 Elbert Avenue, Suite 108, Alexandria, VA 22305.

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, the Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow nonprofit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members and Virginia Housing.

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including

without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

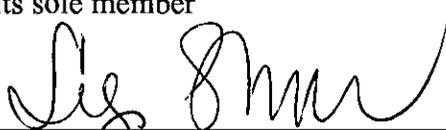
IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

OWNER:

CLI NEW ELBERT LLC,
a Virginia limited liability company

By: CLI New Elbert GP LLC,
a Virginia limited liability company,
its sole member

By: Community Lodgings, Inc.,
a Virginia nonstock corporation,
its sole member

By: 
Name: Lynn Thomas
Title: Executive Director

COMMONWEALTH OF VIRGINIA

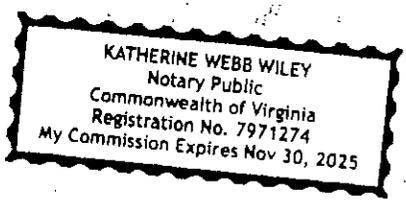
CITY/COUNTY OF Alexandria

On July 16, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Lynn Thomas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as Executive Director of Community Lodgings, Inc., which is the sole member of CLI New Elbert GP LLC, the managing member of CLI New Elbert LLC, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: Katherine Webb Wiley

Commission Expires: Nov 30, 2025

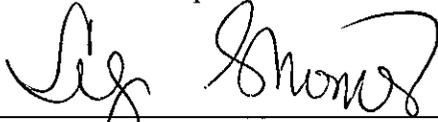
Registration No.: 7971274



1. The first part of the document is a list of names and addresses of the members of the committee. The names are listed in alphabetical order, and the addresses are listed below each name. The list includes names such as Mr. J. H. Smith, Mr. J. B. Jones, and Mr. W. C. Brown.

GRANTEE:

COMMUNITY LODGINGS, INC.,
a Virginia nonstock corporation

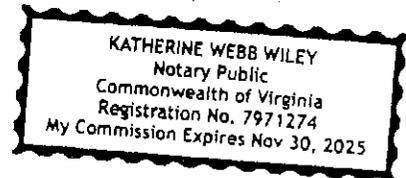
By: 
Name: Lynn Thomas
Title: Executive Director

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Alexandria

On July 16, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Lynn Thomas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as Executive Director of Community Lodgings, Inc., and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: Katherine Webb Wiley
Commission Expires: Nov. 30, 2025
Registration No.: 7971274



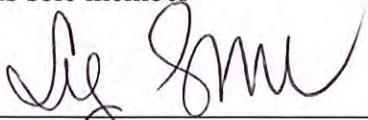
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The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

MANAGING MEMBER :

CLI NEW ELBERT GP LLC, a Virginia limited liability company

By: Community Lodgings, Inc.,
a Virginia nonstock corporation,
its sole member

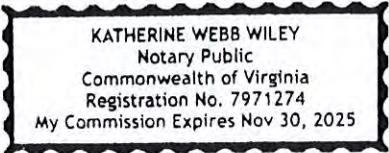
By: 
Name: Lynn Thomas
Title: Executive Director

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Alexandria

On July 16, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Lynn Thomas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as Executive Director of Community Lodgings, Inc., which is the sole member of CLI New Elbert GP LLC, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: Katherine Webb Wiley
Commission Expires: Nov. 30, 2025
Registration No.: 7971274



Small, faint, illegible text or markings, possibly a stamp or signature, located in the lower-left quadrant of the page.

This instrument prepared by and
when recorded return to:
Nixon Peabody LLP
799 9th St., N.W., Suite 500
Washington, DC 20001

~~RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:~~ _____

Attention: Dana S. Roper, Esq.

RIGHT OF FIRST REFUSAL AGREEMENT

~~([Project name] Apartments~~ CLI Elbert Avenue Residences)

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of ~~[Closing Date]~~ _____ by and among ~~[OWNER ENTITY]~~ CLI New Elbert LLC, a Virginia limited liability company (the “Owner” or the “Company”), Community Lodgings ~~[GRANTEE], Inc.~~, a Virginia ~~non-stock nonprofit~~ nonstock corporation (the “Grantee”), and is consented to by ~~[MANAGING MEMBER ENTITY], a~~ CLI New Elbert GP LLC, a Virginia limited liability company (the “Managing Member”), ~~[INVESTOR ENTITY], a~~ ~~[State Registered]~~ _____ limited liability company (the “Investor Member”) and ~~[Special Member]~~ SPECIAL LIMITED PARTNER, L.L.C., a ~~[State Registered]~~ _____ limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

- A. The Owner, pursuant to its ~~[Amended and Restated]~~ Operating Agreement, dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of ~~an~~ ~~[Number]~~ a 91-unit apartment project for families located in ~~—[Jurisdiction]~~ Alexandria, Virginia and commonly known as “~~[Project name]~~ Apartments CLI Elbert Avenue Residences” (the “Project”). The real property comprising the Project is legally defined on Exhibit A.
- B. The Grantee is the sole member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the ~~Grantees~~ Grantee certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. ~~Section 1.~~ Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the "Refusal Right") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the "Property"), for the price and subject to the other terms and conditions set forth below. The Property will include any

reserves of the Partnership Company that is required by Virginia Housing Development Authority (“Virginia Housing” or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. ~~Section 2.~~ Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to the Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members ~~for of Virginia Housing~~.
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. ~~Section 3.~~ Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.
- B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.

- C. The Purchase Price shall be paid at Closing in one of the following methods:
- (i) the payment of all cash or immediately available funds at Closing, or
 - (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. ~~Section 4.~~ Conditions Precedent; Termination

- A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:
- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
 - (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.
- B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:
- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
 - (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
 - (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code; ~~or~~ ₂ or
 - (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.
- C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing’s sole discretion.

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Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial

transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in ~~Jurisdiction~~Alexandria, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. ~~Section 6.~~ Conveyance and Condition of the Property

The Owner’s right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “**AS IS, WHERE IS**” and “**WITH ALL FAULTS AND DEFECTS,**”

latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. ~~Section 7.~~ Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. ~~Section 8.~~ Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner

of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. ~~Section 9.~~ Option to Purchase

- A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

- B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a “right of first refusal to purchase partner interests” and/or “purchase option to purchase partner interests” pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes), then the parties shall amend this Agreement and the Investor ~~Members~~Member shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. ~~Section 10.~~ Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received

(i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article ~~4~~ of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, ~~[Grantee Contact Name] [Grantee Mailing Address] ; and~~ Community Lodgings, Inc., 3912 Elbert Avenue, Suite 108, Alexandria, VA 22305.

Section 11. ~~Section 11.~~ Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. ~~Section 12.~~ Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. ~~Section 13.~~ Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. ~~Section 14.~~ Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, the Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow nonprofit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. ~~Section 15.~~ Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. ~~Section 16.~~ Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members ~~{and Virginia Housing}~~.

Section 17. ~~Section 17.~~ Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. ~~Section 18.~~ Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. ~~Section 19.~~ Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. ~~Section 20.~~ Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one

(21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running

with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. ~~Section 24.~~ Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority (“Virginia Housing”) shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth

of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

OWNER:

CLINEW ELBERT LLC,
~~OWNER ENTITY~~, a Virginia limited liability company

By: CLI New Elbert GP LLC,
a Virginia limited liability company,
its sole member

By: Community Lodgings, Inc.,
a Virginia nonstock corporation,
its sole member

~~By: [Managing Member Entity], a [Virginia] limited liability company, its managing member~~
By: Managing Member of MM if applicable

By: ~~Authorized Owner Signatory~~ _____
Name: Lynn Thomas
Title: Executive Director

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____

~~On~~ _____, ~~20~~ _____, 2024, before me, the undersigned, a notary public in and for said state, personally appeared ~~_____~~, Lynn Thomas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in

her capacity as ~~_____~~ Executive Director of Community Lodgings, Inc., which is the sole member of CLI New Elbert GP LLC, the managing member of ~~the [Managing Member Entity], which is the managing member of [Owner Entity]~~ CLI New Elbert LLC, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: _____

Commission Expires: _____

Registration No.: _____

~~Right of First Refusal Agreement
[Project name] Apartments
Signature Page 1 of 4~~

GRANTEE:

COMMUNITY LODGINGS, INC.,

~~[- _____ -]~~, a Virginia ~~non-stock non-profit~~nonstock corporation ~~By: _____ -~~

By:

Name: Lynn Thomas

~~Name: _____~~ -Title: Executive Director

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____

~~On _____, 20~~ On _____, 2024, before me,

the undersigned, a notary public in and for said state, personally appeared {

Lynn Thomas, personally

known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as {

~~_____~~ Executive Director of Community Lodgings, Inc., and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: _____

Commission Expires: _____

Registration No.: _____

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

MANAGING MEMBER :

~~[MANAGING MEMBER ENTITY]~~ CLI NEW ELBERT GP LLC, a Virginia limited liability company-

By:—

By: Community Lodgings, Inc.,
a Virginia nonstock corporation,
its sole member

By: _____
Name: Lynn Thomas
Title: Executive Director

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____

~~On~~ ~~___, 20__~~ - ~~On~~ _____, 2024, before me, the undersigned, a notary public in and for said state, personally appeared ~~[-~~ _____ ~~]~~ Lynn Thomas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~[she]~~ executed the same in her capacity as ~~[-~~ _____ ~~]~~ Executive Director of Community Lodgings, Inc., which is the sole member of ~~[Managing Member Entity]~~ CLI New Elbert GP LLC, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: _____

Commission Expires: _____

Registration No.: _____

~~Right of First Refusal Agreement
[Project name] Apartments
Signature Page 3 of 4~~

[Different first page setting changed from off in original to on in modified.]

~~{ _____ }~~ ~~limited liability company~~, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public ~~- Commission expires -~~ _____ :

~~Right of First
Refusal
Agreement
{Project name}
Apartments
Signature Page 4
of 4~~

Commission Expires: _____

Registration No.: _____

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EXHIBIT A
LEGAL DESCRIPTION

~~[insert legal]~~

All those certain lots or parcels of land situated, lying and being in the City of Alexandria, Virginia, and being more particularly described as follows:

All of Lots 1, 2 and 3, MANKE'S ADDITION TO BEVERLY PARK, as the same is duly dedicated, platted and recorded among the land records of the City of Alexandria, Virginia, in Deed Book 186 at Page 303.

AND BEING that property acquired by Deed dated August 25, 1993 and recorded August 27, 1993 in Deed Book 1440 at Page 1425.

[Link-to-previous setting changed from on in original to off in modified.]

Summary report:	
Litera Compare for Word 11.7.0.54 Document comparison done on 7/17/2024 11:10:23 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Tab V-2 Right of First Refusal Agreement 2024 Fillable.docx	
Modified filename: Elbert Ave - Right of First Refusal Agreement 4870-5724-2571 v.4.docx	
Changes:	
<u>Add</u>	130
Delete	120
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	250

Tab W:

Internet Safety Plan and Resident Information Form (if internet amenities selected)

CLI ELBERT AVENUE RESIDENCES

Internet Security Plan and Usage Guidelines

Internet Security Plan

CLI New Elbert LLC (the "Owner") will provide Wi-Fi service for all units at CLI Elbert Avenue Residences. Each unit will be provided a secure connection. Owner will enter into a contract with an internet provider to install Wi-Fi equipment (which may include routers, switches, and wireless access points), and will contract to provide ongoing support and maintenance to ensure the network functions properly. The routers will have a secure firewall to guard against data breaches.

Prior to move-in, all residents will be provided with the attached internet safety and security information guidelines. New residents will be required to sign an Acknowledgement of Responsibilities verifying that they have read and understand Owner's internet safety and security guidelines. It is the resident's responsibility on making sure that their devices have adequate security, including up-to-date virus and malware protection software.

Inappropriate use of the network will not be permitted. Unacceptable use of the internet by residents and their guests includes (but is not limited to) those actions listed in the Internet Usage Guidelines. Owner has the discretion to determine unacceptable usage and prevent network access by a resident not abiding by the internet guidelines. If a resident is unclear about appropriate internet usage, they should direct questions to the Community Manager.

Internet Usage Guidelines

1. CLI New Elbert LLC ("Landlord") agrees to provide individual Wi-Fi internet service at a speed of no less than 25Mbps download and 3Mbps upload ("Internet Access") to each unit during the Lease Term subject to the terms and conditions of these Guidelines.
2. Resident understands that internet access points are the property of the Landlord. If Resident removes or damages an access point, Landlord may charge a fee.
3. Resident may not use the facilities and capabilities of the network to conduct or solicit the performance of any illegal or criminal activity.
4. Resident may not do anything which is contrary to the acceptable use policies of the internet provider.

5. Resident will not post or transmit any file which contains malicious software, which may include but is not limited to viruses, worms, "Trojan horses" or any other contaminating or destructive features.

6. Resident is solely responsible for keeping personal computer devices secure and free of viruses or other harmful programs that can directly or indirectly interfere with the operations of the network, and that of third parties connected to its networks. Resident is solely responsible for guarding against and repairing devices from any infection by malicious code or unauthorized use.

7. Resident may not send proactively, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights while using the [Project Name] network.

8. Resident will not permit any guests or a third party to do any of the above.

Internet Security Plan & Use Guidelines

Elbert Avenue Residences provides residents with Wi-Fi internet access in the community building free of charge to all residents.

To ensure safe and secure access for residents at Elbert Avenue Residences, all users of internet services must adhere to the following Use Guidelines:

- Users follow all applicable laws, including federal, state, and local. Users utilizing Wi-Fi services for illegal activity will be reported to authorities.
- Using the Wi-Fi services to harm, attempt to harm, harass, or discriminate others is not permitted.
- Using the Wi-Fi services to access pornographic or illicit sites is not permitted.
- Residents may only use Wi-Fi service in a way that does not interfere with the ability of Elbert Avenue Residences to provide Wi-Fi to all of its residents.
- Wi-Fi internet access is granted to residents only. Residents will not provide unauthorized access to non-residents.
- Residents are responsible for all activities that occur during Wi-Fi usage.
- Residents with children are responsible for their child's behavior while using Wi-Fi services.

Failure to follow all rules and procedures listed above may result in loss of Wi-Fi privileges or legal recourse.

Resident Wi-Fi Internet Service Acknowledgement

By signing below, I _____, acknowledge that I thoroughly reviewed the Internet Security Plan and Use Guidelines for Wi-Fi internet service set forth by CLI New Elbert LLC. I understand the general rules of operation prior to use of Wi-Fi services. I understand my responsibility as a user of the Wi-Fi services and agree and abide by the Use Guidelines.

Recent Signature

Resident Name (Printed)

Date

Resident Internet Education Information

Where can I access the internet?

- Residents can access Wi-Fi in the community room. Residents may subscribe and pay for internet services in their units.
- Property management is not responsible for providing and installing equipment in apartment units.

How can I connect to the Wi-Fi in the community room? Is it secure?

- The property management team will have a rotating password for Wi-Fi in the community building that is only accessible to residents. The network router will be in a secure area, which will be inaccessible to residents. The network router will have a secure firewall to prevent data breaches.
- To ensure network, the network router will be in a secure area, which will be inaccessible to residents. The network router will have a secure firewall to prevent data breaches.



Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, www.dinopass.com

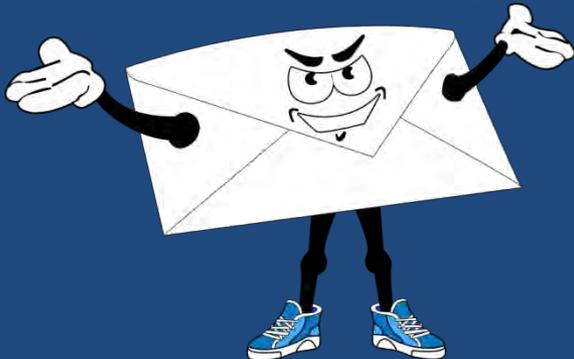
Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



Malware



Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-whatis.aspx>

Social Media



Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.

Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.

<http://www.nytimes.com/2010/08/13/technology/personaltech>



Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger (can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as www.kidzworld.com. Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - www.stopbullying.gov

If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

REMEMBER: You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



Information Provided By:
Office of the Attorney
General

202 North Ninth Street
Richmond, Virginia 23219

(804) 786-2071

www.ag.virginia.gov

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

Marketing Plan

CLI Elbert Avenue Residences

CLI New Elbert LLC (the “Owner”) plans to construct CLI Elbert Avenue Residences (the “Property”) a new 91-unit affordable rental housing development in the City of Alexandria, VA. The Property will include ten (10) units to serve persons with physical disabilities which will conform to HUD regulations interpreting the accessibility requirements of Section 504 of the Rehabilitation Act (the “Accessible Units”), which units will be actively marketed to persons with disabilities as defined in the Fair Housing Act.

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 the Accessible Units at the Property are actively marketed to people with disabilities.

No later than the start of construction of the Property, the Owner will contract with a Virginia Housing-certified property management agent (the “Agent”) to manage the Property on its behalf. The Agent will manage the Property 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. Agent will be responsible for implementing the Marketing Plan and its engagement will be conditioned on its acceptance of the Marketing Plan.

I. AFFIRMATIVE MARKETING

Agent 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. Agent (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 Agent.

1. Section 504 Accessible Units

There will minimum of **ten percent (10%)** 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 Agent. If a qualified household including a person with a disability is not located within this sixty (60) day timeframe, Agent 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 (if applicable)

In addition, unless prohibited by an applicable federal subsidy program the Property will provide first leasing preferences for members of targeted populations or persons with a developmental disability. The targeted populations will be identified in an executed MOU and referred by a Virginia Housing-approved referring agency, such as a Community Service Board. The leasing preference shall be applied to not more than ten percent (10%) of the units at any given time. The Property 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

Agent 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:

- **Endeppence Center of Northern Virginia (703) 525-3268**
- **Pathway Homes (703) 876-0390**
- **Virginia Department for Aging and Rehabilitative Services (804) 662-7078**

2. Internet Advertising

Agent 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, Agent 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 Alexandria and surrounding areas 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 such as the **Alexandria Gazette** and **Alexandria Times**, 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, Agent 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. Agent trains our employees to become ambassadors of our brand and take responsibility for creating brand awareness and loyalty on each platform.

Agent 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. Agent 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 Agent team. 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 Agent directly. Agent 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 Property's Management Plan, for more details regarding the Application Processing and Tenant Selection Criteria.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

NOT APPLICABLE

Tab Z:

Documentation of team member's Diversity, Equity and
Inclusion Designation

SWAM CONTRACT CERTIFICATION
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name CLI New Elbert LLC

Name of SWaM Service Provider 7 and M Virginia LLC

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for entering into at least one contract for services provided by a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business certification program (SWaM Program). Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the Plan must provide in its application this certification together with a copy of the service provider's certification from the Commonwealth of Virginia's SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each SWaM Service Provider.

INSTRUCTIONS:

Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the Plan.

1. The SWaM Service Provider will provide the following services and roles eligible for points under the Plan:
 consulting services to complete the LIHTC application;
 ongoing development services through the placed in service date;
 general contractor;
 architect;
 property manager;
 accounting services; or
 legal services.
2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

7 and M Virginia LLC will provide development consulting services including providing consulting services to complete the 2024 4% Low-Income Housing Tax Credit/HOTC financing application. 7 and M Virginia LLC will provide advisory services related to the checklist, weekly check-in meetings, and review documentation pre-submission of the project. Services to be provided through application submission and contract term of July 2024.

3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWAM Program.

Attached

4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, and that the undersigned service provider is still a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM) Program.

[Contract Certification and signatures appear on following page]

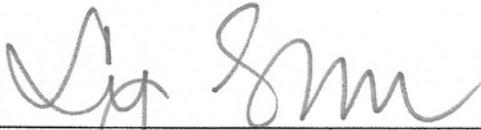
CONTRACT CERTIFICATION

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, that the undersigned service provider is a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM Program, and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the Plan). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

CLI New Elbert LLC

Name of Applicant



Signature of Applicant

Lynn Thomas, Executive Director

Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

_7 and M Virginia LLC

Name of SWaM Certified Service Provider



Signature of SWaM Certified Service Provider

_Shiree C Monterio; CEO and Founder

Printed Name and Title of Authorized Signer

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

7 AND M VIRGINIA LLC

is a certified Small, Micro, Women Owned, Minority Owned Business meeting all the eligibility requirements set forth under the Code of Virginia Section 2.2-16.1 et seq. and Administrative Code 7VAC 13-20 et seq.

Certification Number: 822784
Valid Through: Mar 9, 2027

Accordingly Certified

Willis A. Morris

Willis A. Morris, Director



Tab AA:

Priority Letter from Rural Development

NOT APPLICABLE

TAB AB:

Social Disadvantage Certification

NOT APPLICABLE