
2025 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 13, 2025**

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 15, 2025, May 1, 2025 or July 1, 2025.



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

INSTRUCTIONS FOR THE VIRGINIA 2025 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 365. 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 13, 2025**. 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

Name	Email	Phone Number
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
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2025 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.

☒	\$1,000 Application Fee (MANDATORY) - Invoice information will be provided in your Procorem Workcenter
☒	Electronic Copy of the Microsoft Excel Based Application (MANDATORY)
☒	Scanned Copy of the <u>Signed</u> Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) (MANDATORY)
☒	Electronic Copy of the Market Study (MANDATORY - Application will be disqualified if study is not submitted with application)
☒	Electronic Copy of the Plans (MANDATORY)
☒	Electronic Copy of the Specifications (MANDATORY)
☐	Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab)
☐	Electronic Copy of Unit by Unit Matrix and Scope of Work narrative (MANDATORY if Rehab)
☐	Electronic Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request)
☐	Electronic Copy of Appraisal (MANDATORY if acquisition credits requested)
☒	Electronic Copy of Environmental Site Assessment (Phase I) (MANDATORY if 4% credits requested)
☐	Electronic Copy of Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (MANDATORY)
☒	Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (see manual for details) (MANDATORY)
☐	Tab B: Virginia State Corporation Commission Certification (MANDATORY)
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☐	Tab D: Any supporting documentation related to List of LIHTC Developments (Schedule A)
☒	Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment (MANDATORY)
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☐	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
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☐	Tab M: <i>(left intentionally blank)</i>
☐	Tab N: Homeownership Plan
☒	Tab O: Plan of Development Certification Letter
☐	Tab P: Zero Energy or Passive House documentation for prior allocation by this developer
☐	Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property
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☐	Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing
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☒	Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504
☐	Tab Y: Inducement Resolution for Tax Exempt Bonds
☒	Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation or Veteran Owned Small Business certification
☐	Tab AA: Priority Letter from Rural Development
☒	Tab AB: Ownership's Social Disadvantage or Veteran Owned Small Business Certification

VHDA TRACKING NUMBER

2025-FEB-158

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 7/1/2025

1. Development Name: Marquez Plaza

2. Address (line 1): 1801 Richmond Hwy
Address (line 2):
City: RichmondState: VAZip: 23224

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: 00.00000Latitude: 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 Richmond 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: 607.00

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 TRUE

10. Development is located in a Revitalization Area designated by resolution or by the locality..... FALSE

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 of.....

3%	10%	12%
FALSE	FALSE	FALSE

13. Development is located in a medium or high-level economic development jurisdiction based on table. FALSE

14. Development is located on land owned by federally or Virginia recognized Tribal Nations. FALSE

Enter only Numeric Values below:

15. Congressional District: 4
Planning District: 15
State Senate District: 14
State House District: 79

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

The proposed development is a well-designed five story building with 96 units of affordable housing for seniors aged 55 and up. The proposed project includes energy efficient design and will achieve Enterprise Green Communities certification. The proposed development includes amenities such as a fitness room, a bike storage room, a community room, a laundry lounge, and a rooftop terrace. The proposed development will serve tenants with incomes ranging from 40% to 80% of area median income.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT Application Date: 7/1/2025

17. 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:	Dr. Danny Avula		
Chief Executive Officer's Title:	Mayor	Phone:	(804) 646-9000
Street Address:	900 E Broad Street		
City:	Richmond	State:	VA Zip: 23223

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Dr. Kevin Vonck, Director of Planning and Development

- 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:

New Construction

For Tax Exempt Bonds, where are bonds being issued?

Virginia Housing

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

Skip to Number 4 below.

2. Type(s) of Allocation/Allocation Year

Carryforward Allocation

Definitions of types:

a. Regular Allocation means all of the buildings in the development are expected to be placed in service this calendar year, 2025.

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, 2025, 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 2025 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?

FALSE

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 relates to this 9% allocation request and the remaining development will be a 4% tax exempt bond application.

FALSE

If true, provide name of companion development:

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

FALSE

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

Total Units within 9% allocation request?

0

Total Units within 4% Tax Exempt allocation Request?

0

Total Units:

0

% of units in 4% Tax Exempt Allocation Request:

0.00%

6. Extended Use Restriction

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

Must Select One: 30

Definition of selection:

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

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

TRUE

Virginia Housing offers the Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. See Login at top right of our website. An invoice for your application fee along with access information was provided in your development's assigned Procorem work center.

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

Must be an individual or legally formed entity.

Kelvin Hanson, kgh@thehansonco.com, 804.325.3795

d. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. **(Mandatory at TABS A/D)**

ACTION: If true, provide Virginia Housing Socially Disadvantaged Certification (**TAB AB**)

ACTION: If true, provide Virginia Housing Veteran Owned Small Business Certification **(TAB AB)**

An applicant with a principal that, within three years prior to the current application, received an IRS Form 8609 for placing a separate development in service without returning credits to or requesting additional credits from the issuing housing finance agency, will be permitted to increase the amount of developer's fee included in the development's eligible basis by 10%.

If True above, what property placed in service?

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: Purchase Contract
Expiration Date: 12/31/2026

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..... 12/31/2026 .
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:

MWW, LLC

Address:

1901 Richmond Hwy

City:

Richmond

St.:

VA

Zip:

23224

Contact Person:

Wallace Warden

Phone:

(804) 232-7111

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.)

Names	Phone	Type Ownership	% Ownership
Wallace Warden	(804) 232-7111	Managing Member	100.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

E. DEVELOPMENT TEAM INFORMATION*Provide Email address for each completed team member***Complete the following as applicable to your development team.**

- Indicate either DEI (Diversity, Equity, and Inclusion) or Veteran Owned Small Business designation (as defined in the manual) that you would like to assign to each contract (if applicable). Each contract can only be assigned to one designation. You can mark True for 3 contracts per each designation to receive the full 10 points.

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

1. Tax Attorney:	Peter Henderer	This is a Related Entity.	FALSE
Firm Name:	McCandish Holton PC	DEI Designation?	FALSE OR
Address:	1111 E Main Street #2100	Veteran Owned Small Bus?	FALSE
City, State, Zip	Richmond, VA 23219		
Email:	phenderer@lawmh.com	Phone:	(804) 775-3833
2. Tax Accountant:	Mike Vicars	This is a Related Entity.	FALSE
Firm Name:	Dooley and Vicars	DEI Designation?	FALSE OR
Address:	1100 Boulders Pkwy #600	Veteran Owned Small Bus?	FALSE
City, State, Zip	Richmond, VA 23225		
Email:	mike@dvcpas.com	Phone:	(804) 355-2808
3. Consultant:	Kelvin Hanson	This is a Related Entity.	FALSE
Firm Name:	The Hanson Company	DEI Designation?	TRUE OR
Address:	927 Hull Street	Veteran Owned Small Bus?	FALSE
City, State, Zip	Richmond, VA 23224	Role:	Development Consultant
Email:	kgh@thehansonco.com	Phone:	(804) 325-3795
4. Management Entity:	Tarvaris McCoy	This is a Related Entity.	FALSE
Firm Name:	Full Occupancy LLC	DEI Designation?	FALSE OR
Address:	927 Hull Street	Veteran Owned Small Bus?	FALSE
City, State, Zip	Richmond, VA 23224		
Email:	rentfromus@fulloccupancy.net	Phone:	(804) 325-3795
5. Contractor:	TBD	This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:		Phone:	
6. Architect:	Burchell Pinnock	This is a Related Entity.	FALSE
Firm Name:	Baskervill	DEI Designation?	FALSE OR
Address:	1051 E. Cary Street Suite 200	Veteran Owned Small Bus?	FALSE
City, State, Zip	Richmond, VA 23219		
Email:	BPinnock@baskervill.com	Phone:	(804) 728-3109

Provide Email address for completed team member

E. DEVELOPMENT TEAM INFORMATION*Provide Email address for each completed team member*

7. Real Estate Attorney:	Peter Henderer	This is a Related Entity.	FALSE
Firm Name:	McCandish Holton PC	DEI Designation?	FALSE OR
Address:	1111 E Main Street #2100	Veteran Owned Small Bus?	FALSE
City, State, Zip	Richmond, VA 23219		
Email:	phenderer@lawmh.com	Phone:	(804) 775-3833
8. Mortgage Banker:	TBD	This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:		Phone:	
<i>Provide Email address for completed team member</i>			
9. Other 1:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
10. Other 2:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
11. Other 3:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
12. Other 4:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
13. Other 5:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		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 credits? _____
 If this is a preservation deal,
 what date did this development enter its Extended Use Agreement period? _____

- 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..... **FALSE**

- b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),..... **FALSE**

i. Subsection (I)..... **FALSE**

ii. Subsection (II)..... **FALSE**

iii. Subsection (III)..... **FALSE**

iv. Subsection (IV)..... **FALSE**

v. Subsection (V)..... **FALSE**

- c. The 10-year rule in IRC Section 42 (d)(2)(B) for all buildings does not apply pursuant to IRC Section 42(d)(6)..... **FALSE**

- d. There are different circumstances for different buildings..... **FALSE**

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

- a. Credits are being requested for rehabilitation expenditures..... FALSE
- 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 the compliance period (i.e., regular, continuous and substantial involvement) in the operation of the development throughout the Compliance Period.
- FALSE

d.

Own, either directly or through a partnership or limited liability company, 100% of the general 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..... FALSE (If false, skip to #3.)

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

B. Type of involvement:

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

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: ▶

Name:

Contact Person:

Street Address:

City: State: ▶ Zip:

Phone: Contact Email:

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

Specify the nonprofit entity's percentage ownership of the general partnership interest: 0.0%

G. NONPROFIT INVOLVEMENT

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

A. FALSE 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:

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-Application Meeting

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

H. STRUCTURE AND UNITS INFORMATION**1. General Information**

a. Total number of all units in development	96	bedrooms	104
Total number of rental units in development	96	bedrooms	104
Number of low-income rental units	96	bedrooms	104
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	96	bedrooms	104
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development).....			0
d. Total Floor Area For The Entire Development.....		87,719.00	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		6,993.00	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		3,451.00	
g. Total Usable Residential Heated Area.....		77,275.00	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space		100.00%	
i. Exact area of site in acres	0.253		
j. Locality has approved a final site plan or plan of development.....		TRUE	
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.....		FALSE	

Definition:

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

H. STRUCTURE AND UNITS INFORMATION**2. UNIT MIX**a. Specify the **average size and number per unit type** (as indicated in the Architect's Certification):*LIHTC Units can not be greater than Total Rental Units*

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	677.45	SF	4	4
1BR Elderly	775.10	SF	80	80
2BR Elderly	959.86	SF	12	12
Eff - Garden	0.00	SF	0	0
1BR Garden	0.00	SF	0	0
2BR Garden	0.00	SF	0	0
3BR Garden	0.00	SF	0	0
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
			96	96

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

3. Structures

- a. Number of Buildings (containing rental units)..... **1**
- b. Age of Structure:..... **0** years
- c. Maximum Number of stories:..... **5**

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

e. Commercial Area Intended Use: **retail/ restaurant**

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)..... **FALSE**
- ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... **TRUE**
- 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).

If true, # of Elevators.

Elevator Type (if known)

TRUE
2

H. STRUCTURE AND UNITS INFORMATION

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

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: community room, bike storage, fitness room, laundry room, rooftop terrace

m. Number of Proposed Parking Spaces 43
 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 or proffered public bus stop. TRUE
 If **True**, Provide required documentation (**TAB K2**).

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

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

- 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 re[prt 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 below.

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. |
| 35.00% | b1. Percentage of brick covering the exterior walls. |
| 65.00% | 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. All kitchen light fixtures are LED and meet MDCR lighting guidelines. |
| TRUE | d. Cooking surfaces are equipped with fire suppression features as defined in the manual |
| TRUE | e. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS. |
| or | |
| FALSE | f. Full bath fans are equipped with a humidistat. |
| TRUE | g. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products. |
| FALSE | h. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service. |
| FALSE | i. Each unit is provided free individual high-speed internet access.
(Must have a minimum 20Mbps upload/ 100Mbps download speed per manual.) |
| TRUE | j. Every kitchen, living room and bedroom contains, at minimum, one USB charging port. |
| FALSE | k. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system. |
| or | |
| TRUE | l. All Construction types: each unit is equipped with a permanent dehumidification system. |
| FALSE | m. All interior doors within units are solid core. |
| FALSE | n. Installation of a renewable energy electric system in accordance with manufacturer's specifications and all applicable provisions of the National Electrical Code - Provide documentation at Tab F . |
| FALSE | o. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet. |

J. ENHANCEMENTS

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

- TRUE

a. All cooking ranges have front controls.
- TRUE

b. Bathrooms have an independent or supplemental heat source.
- TRUE

c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.
- TRUE

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:

- FALSE

Earthcraft Gold or higher certification
- FALSE

National Green Building Standard (NGBS) certification of Silver or higher.
- FALSE

LEED Certification
- TRUE

Enterprise Green Communities (EGC) Certification

If Green Certification is selected, no points will be awarded for g. Watersense Bathroom fixtures above.

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.)

- TRUE

Zero Energy Ready Home Requirements
- FALSE

Passive House Standards
- 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)

- TRUE

a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- 96

b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:

100% of Total Rental Units

4.

FALSE

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

If not, please explain:

BFP

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	Electric Forced Air
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?	TRUE	Heat?	FALSE
Hot Water?	FALSE	AC?	FALSE
Lighting/ Electric?	FALSE	Sewer?	TRUE
Cooking?	FALSE	Trash Removal?	TRUE

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	12	14	17	0	0
Air Conditioning	7	8	11	0	0
Cooking	5	5	8	0	0
Lighting	17	20	28	0	0
Hot Water	11	13	17	0	0
Water	0	0	0	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$52	\$60	\$81	\$0	\$0

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

- | | |
|---|------------------------------|
| a. <u>FALSE</u> HUD | d. <u>TRUE</u> Local PHA |
| b. <u>FALSE</u> Utility Company (Estimate) | e. <u>FALSE</u> Other: _____ |
| c. <u>FALSE</u> Utility Company (Actual Survey) | |

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.

1. **Accessibility:** Indicate **True** for the following point category, as appropriate.
Action: Provide appropriate documentation (**Tab X**)

TRUE

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.

All common space must also conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act.

BFP

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

2. **Special Housing Needs/Leasing Preference:**

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

Elderly (as defined by the United States Fair Housing Act.)
- FALSE

Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only
- FALSE

Supportive Housing (as described in the Tax Credit Manual)
- FALSE

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**)

- b. The development has existing tenants and a relocation plan has been developed..... FALSE
- (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 as described in the manual.)

Action: Provide Relocation Plan, Budget and Unit Delivery Schedule (**Mandatory if tenants are displaced - Tab J**)

K. SPECIAL HOUSING NEEDS

3. Leasing Preferences

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

Yes
- Organization which holds waiting list:

Richmond Redevelopment and Housing Authority
- Contact person:

Fatima Hargrove
- Title:

HCV Manager
- Phone Number:

(804) 789-4200
- Action: Provide required notification documentation (TAB L)
- b. Leasing preference will be given to individuals and families with children.....

FALSE

(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:

0

% of total Low Income Units 0%

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)

4. 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 Commonwealth.

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

First Name:

Tarvaris

Last Name:

McCoy

Phone Number:

(804) 325-3795

 Email:

rentfromus@fulloccupancy.net

K. SPECIAL HOUSING NEEDS

5. Rental Assistance

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

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

- FALSE

Rental Assistance Demonstration (RAD) or other PHA conversion to project based rental assistance.
- FALSE

Section 8 New Construction Substantial Rehabilitation
- FALSE

Section 8 Moderate Rehabilitation
- FALSE

Section 811 Certificates
- FALSE

Section 8 Project Based Assistance
- FALSE

RD 515 Rental Assistance
- FALSE

Section 8 Vouchers
*Administering Organization:
- FALSE

State Assistance
*Administering Organization:
- FALSE

Other:

c. The Project Based vouchers above are applicable to the 30% units seeking points.

FALSE

i. If True above, how many of the 30% units will not have project based vouchers? 0

d. Number of units receiving assistance: 0

How many years in rental assistance contract?

Expiration date of contract:

There is an Option to Renew..... FALSE

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

6. Public Housing Revitalization

Is this development replacing or revitalizing Public Housing Units? FALSE

If so, how many existing Public Housing units? 0

L. UNIT DETAILS**1. Set-Aside Election:****UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEGORY**

Note: In order to qualify for any tax credits, a development must meet one of 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
0	0.00%	30% Area Median
10	10.42%	40% Area Median
38	39.58%	50% Area Median
48	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
96	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
10	10.42%	40% Area Median
38	39.58%	50% Area Median
48	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
96	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 ☐ FALSE 40% Levels ☒ TRUE 50% levels ☒ TRUE

- c. The development plans to utilize average income testing..... ☒ FALSE

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.

BFP

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

Error: Total Units assigned to each Rent Target does not match Rent Set Asides.

	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	Efficiency	60% AMI	2		448.00	\$1,050.00	\$2,100
Mix 2	Efficiency	60% AMI	1		448.00	\$1,050.00	\$1,050
Mix 3	Efficiency	60% AMI	1		448.00	\$1,050.00	\$1,050
Mix 4	1 BR - 1 Bath	60% AMI	4	4	548.00	\$1,175.00	\$4,700
Mix 5	1 BR - 1 Bath	60% AMI	3	2	549.00	\$1,175.00	\$3,525
Mix 6	1 BR - 1 Bath	60% AMI	33		549.00	\$1,175.00	\$38,775
Mix 7	1 BR - 1 Bath	60% AMI	40		549.00	\$1,175.00	\$47,000
Mix 8	2 BR - 2 Bath	60% AMI	1		720.00	\$1,350.00	\$1,350
Mix 9	2 BR - 2 Bath	60% AMI	2		720.00	\$1,350.00	\$2,700
Mix 10	2 BR - 2 Bath	60% AMI	2		729.00	\$1,350.00	\$2,700

L. UNIT DETAILS

Mix 11	2 BR - 2 Bath	60% AMI	7	4	729.00	\$1,350.00	\$9,450
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0
Mix 17							\$0
Mix 18							\$0
Mix 19							\$0
Mix 20							\$0
Mix 21							\$0
Mix 22							\$0
Mix 23							\$0
Mix 24							\$0
Mix 25							\$0
Mix 26							\$0
Mix 27							\$0
Mix 28							\$0
Mix 29							\$0
Mix 30							\$0
Mix 31							\$0
Mix 32							\$0
Mix 33							\$0
Mix 34							\$0
Mix 35							\$0
Mix 36							\$0
Mix 37							\$0
Mix 38							\$0
Mix 39							\$0
Mix 40							\$0
Mix 41							\$0
Mix 42							\$0
Mix 43							\$0
Mix 44							\$0
Mix 45							\$0
Mix 46							\$0
Mix 47							\$0
Mix 48							\$0
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Mix 51							\$0
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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
Mix 66							\$0
Mix 67							\$0

L. UNIT DETAILS

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 85							\$0
Mix 86							\$0
Mix 87							\$0
Mix 88							\$0
Mix 89							\$0
Mix 90							\$0
Mix 91							\$0
Mix 92							\$0
Mix 93							\$0
Mix 94							\$0
Mix 95							\$0
Mix 96							\$0
Mix 97							\$0
Mix 98							\$0
Mix 99							\$0
Mix 100							\$0
TOTALS			96	10			\$114,400

Total Units	96	Net Rentable SF:	TC Units	54,429.00
			MKT Units	0.00
			Total NR SF:	54,429.00

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

M. OPERATING EXPENSES**Administrative:****Use Whole Numbers Only!**

1. Advertising/Marketing			\$12,000
2. Office Salaries			\$25,000
3. Office Supplies			\$5,000
4. Office/Model Apartment	(type)		\$0
5. Management Fee			\$96,034
<u>6.00%</u> of EGI	<u>\$1,000.35</u>	Per Unit	
6. Manager Salaries			\$60,000
7. Staff Unit (s)	(type)		\$0
8. Legal			\$12,000
9. Auditing			\$7,500
10. Bookkeeping/Accounting Fees			\$12,000
11. Telephone & Answering Service			\$5,000
12. Tax Credit Monitoring Fee			\$0
13. Miscellaneous Administrative			\$5,000
Total Administrative			\$239,534

Utilities

14. Fuel Oil		\$0
15. Electricity		\$30,000
16. Water		\$14,000
17. Gas		\$0
18. Sewer		\$20,000
Total Utility		\$64,000

Operating:

19. Janitor/Cleaning Payroll		\$0
20. Janitor/Cleaning Supplies		\$0
21. Janitor/Cleaning Contract		\$0
22. Exterminating		\$7,500
23. Trash Removal		\$12,000
24. Security Payroll/Contract		\$12,000
25. Grounds Payroll		\$0
26. Grounds Supplies		\$0
27. Grounds Contract		\$6,000
28. Maintenance/Repairs Payroll		\$60,000
29. Repairs/Material		\$12,000
30. Repairs Contract		\$0
31. Elevator Maintenance/Contract		\$15,000
32. Heating/Cooling Repairs & Maintenance		\$6,000
33. Pool Maintenance/Contract/Staff		\$0
34. Snow Removal		\$1,000
35. Decorating/Payroll/Contract		\$12,000
36. Decorating Supplies		\$0
37. Miscellaneous		\$0
Totals Operating & Maintenance		\$143,500

M. OPERATING EXPENSES**Taxes & Insurance**

38. Real Estate Taxes		\$92,000
39. Payroll Taxes		\$20,000
40. Miscellaneous Taxes/Licenses/Permits		\$0
41. Property & Liability Insurance	\$469 per unit	\$45,000
42. Fidelity Bond		\$0
43. Workman's Compensation		\$6,000
44. Health Insurance & Employee Benefits		\$24,000
45. Other Insurance		\$0
Total Taxes & Insurance		\$187,000

Total Operating Expense**\$634,034**

Total Operating Expenses Per Unit	\$6,605	C. Total Operating Expenses as % of EGI	39.61%
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum)	\$28,800
---	-----------------

Total Expenses	\$662,834
-----------------------	------------------

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	7/1/2024	Wallace Warden
b. Site Acquisition	1/1/2026	Wallace Warden
c. Zoning Approval	7/1/2024	Wallace Warden
d. Site Plan Approval	7/1/2024	Wallace Warden
2. Financing		
a. Construction Loan		
i. Loan Application	8/1/2025	Wallace Warden
ii. Conditional Commitment	10/1/2025	Wallace Warden
iii. Firm Commitment	10/30/2025	Wallace Warden
b. Permanent Loan - First Lien		
i. Loan Application	8/1/2025	Wallace Warden
ii. Conditional Commitment	10/1/2025	Wallace Warden
iii. Firm Commitment	10/30/2025	Wallace Warden
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
2. Formation of Owner	11/1/2023	Wallace Warden
3. IRS Approval of Nonprofit Status		
4. Closing and Transfer of Property to Owner	1/2/2026	Wallace Warden
5. Plans and Specifications, Working Drawings	3/1/2025	Sonny Joy-Hogg
6. Building Permit Issued by Local Government	10/1/2025	Wallace Warden
7. Start Construction	1/2/2026	Wallace Warden
8. Begin Lease-up	1/2/2027	Tarvaris McCoy
9. Complete Construction	3/1/2027	Wallace Warden
10. Complete Lease-Up	6/1/2027	Tarvaris McCoy
11. Credit Placed in Service Date	3/1/2027	Wallace Warden

O. PROJECT BUDGET - HARD COSTS**Cost/Basis/Maximum Allowable Credit**

Complete cost column and basis column(s) as appropriate

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

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

Must Use Whole Numbers Only! Item (A) Cost		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
1. Contractor Cost				
a. Unit Structures (New)	17,500,000	0	17,500,000	0
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	250,000	0	250,000	0
☐ e. Structured Parking Garage	0	0	0	0
Total Structure	17,750,000	0	17,750,000	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
☐ h. Renewable Energy	0	0	0	0
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	500,000	0	500,000	0
q. Hard Cost Contingency	0	0	0	0
Total Land Improvements	500,000	0	500,000	0
Total Structure and Land	18,250,000	0	18,250,000	0
r. General Requirements	1,072,500	0	1,072,500	0
s. Builder's Overhead (3.9% Contract)	715,000	0	715,000	0
t. Builder's Profit (3.9% Contract)	715,000	0	715,000	0
u. Bonds	75,000	0	75,000	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:	0	0	0	0
z. Other 2:	0	0	0	0
aa. Other 3:	0	0	0	0
Contractor Costs	\$20,827,500	\$0	\$20,827,500	\$0

Construction cost per unit:**\$214,348.96****MAXIMUM COMBINED GR, OVERHEAD & PROFIT =****\$2,555,000****ACTUAL COMBINED GR, OVERHEAD & PROFIT =****\$2,502,500**

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!	Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
			"30% Present Value Credit"		(D)
			(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs					
a.	Building Permit	150,000	0	150,000	0
b.	Architecture/Engineering Design Fee \$6,771 /Unit)	650,000	0	650,000	0
c.	Architecture Supervision Fee \$2,389 /Unit)	229,310	0	229,310	0
d.	Tap Fees	48,000	0	48,000	0
e.	Environmental	10,000	0	10,000	0
f.	Soil Borings	10,000	0	10,000	0
g.	Green Building (Earthcraft, LEED, etc.)	0	0	0	0
h.	Appraisal	7,500	0	75,000	0
i.	Market Study	7,500	0	75,000	0
j.	Site Engineering / Survey	60,000	0	60,000	0
k.	Construction/Development Mgt	0	0	0	0
l.	Structural/Mechanical Study	0	0	0	0
m.	Construction Loan Origination Fee	100,000	0	100,000	0
n.	Construction Interest (0.0% for 0 months)	400,000	0	400,000	0
o.	Taxes During Construction	0	0	0	0
p.	Insurance During Construction	55,000	0	55,000	0
q.	Permanent Loan Fee (0.0%)	200,000			
r.	Other Permanent Loan Fees	0			
s.	Letter of Credit	0	0	0	0
t.	Cost Certification Fee	0	0	0	0
u.	Accounting	0	0	0	0
v.	Title and Recording	60,000	0	600,000	0
w.	Legal Fees for Closing	120,000	0	120,000	0
x.	Mortgage Banker	0	0	0	0
y.	Tax Credit Fee	130,633			
z.	Tenant Relocation	0			
aa.	Fixtures, Furnitures and Equipment	300,000	0	300,000	0
ab.	Organization Costs	0			
ac.	Operating Reserve	598,000			
ad.	Soft Costs Contingency	150,000			
ae.	Security	50,000	0	50,000	0
af.	Utilities	0	0	0	0
ag.	Supportive Service Reserves	0			

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify:	Green Building	50,000	0	50,000	0
(2) Other* specify:	loan inspections	20,000	0	20,000	0
(3) Other* specify:	lease up reserve	20,000	0	0	0
(4) Other* specify:		0	0	0	0
(5) Other * specify:		0	0	0	0
(6) Other* specify:		0	0	0	0
(7) Other* specify:		0	0	0	0
(8) Other* specify:		0	0	0	0
(9) Other* specify:		0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))		\$3,425,943	\$0	\$3,002,310	\$0
Subtotal 1 + 2 (Owner + Contractor Costs)		\$24,253,443	\$0	\$23,829,810	\$0
3. Developer's Fees		2,410,000	0	2,410,000	0
4. Owner's Acquisition Costs					
Land		500,000			
Existing Improvements		0	0		
Subtotal 4:		\$500,000	\$0		
5. Total Development Costs					
Subtotal 1+2+3+4:		\$27,163,443	\$0	\$26,239,810	\$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:

\$2,410,275

Proposed Development's Cost per Sq Foot	\$304	Meets Limits
Applicable Cost Limit by Square Foot:	\$344	
Proposed Development's Cost per Unit	\$277,744	Meets Limits
Applicable Cost Limit per Unit:	\$331,194	

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	27,163,443	0	26,239,810	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	26,239,810	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>			7,871,943	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			34,111,753	0
5. Applicable Fraction		100.00000%	100.00000%	100.00000%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		0	34,111,753	0
7. Applicable Percentage		4.00%	4.00%	9.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)		\$0	\$1,364,470	\$0
(Must be same as BIN total and equal to or less than credit amount allowed)			\$1,364,470 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. Construction Loan	08/01/25	09/01/25	\$20,000,000	
2.				
3.				
Total Construction Funding:			\$20,000,000	

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

Source of Funds		Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
				(Whole Numbers only)				
1.	Virginia Housing	8/1/2025		\$7,400,000	\$479,337	5.85%	40	40
2.	Virginia Housing	8/1/2025		\$3,840,000	\$191,156	3.95%	40	40
3.	DHCD	8/1/2025		\$1,000,000	\$10,000	1.00%	1000	40
4.	HIEE	8/1/2025		\$2,000,000	\$0	1.00%	1000	40
5.	City of Richmond	8/1/2025		\$1,500,000	\$45,000	3.00%	1000	40
6.				\$0	\$0			
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$15,740,000	\$725,493			

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

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

Q. SOURCES OF FUNDS**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.			\$0
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$0

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$0
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$1,000,000
k.	Other:	\$2,000,000
	HIEE	
l.	Other:	\$0

Grants*

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

Market-Rate Loans

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

Grants

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:

0.00%

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

FALSE

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

8. Other Subsidies

Action: Provide documentation (Tab Q)

a. FALSE

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

b. FALSE

New project based subsidy from HUD or Rural Development or any other binding federal project based subsidy

0

Number of New PBV Vouchers

c. FALSE

Other

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	\$0	x Equity \$	\$0.000	=	\$0
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c. Equity that Sponsor will Fund:

i. Cash Investment	\$0	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee	\$2,335	(Note: Deferred Developer Fee cannot be negative.)
iv. 45L Credit Equity	\$96,000	
v. Other:	\$0	

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 \$98,335

2. Equity Gap Calculation

a. Total Development Cost		\$27,163,443
b. Total of Permanent Funding, Grants and Equity	-	\$15,838,335
c. Equity Gap		\$11,325,108
d. Developer Equity	-	\$274,003
e. Equity gap to be funded with low-income tax credit proceeds		\$11,051,105

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	CAHEC/ Community Affordable Housing Equity Corporation		
Contact Person:	Jennifer McCabe	Phone:	
Street Address:			
City:	Raleigh	State:	North Carolina
		Zip:	

b. Syndication Equity

i. Anticipated Annual Credits	\$1,364,470.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.810
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	\$1,364,334
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$11,051,105

c. Syndication:	Select?
d. Investors:	Select?

Action: Provide Syndicator's or Investor's signed Letter of Intent
(Mandatory at Tab C)

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$11,051,105

5. Net Equity Factor

Must be equal to or greater than 85%, unless the applicant has an approved waiver 81.0000236064%

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			\$27,163,443
2. Less Total of Permanent Funding, Grants and Equity	-		\$15,838,335
3. Equals Equity Gap			\$11,325,108
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)			81.0000236064%
5. Equals Ten-Year Credit Amount Needed to Fund Gap			\$13,981,610
Divided by ten years			10
6. Equals Annual Tax Credit Required to Fund the Equity Gap			\$1,398,161
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)			\$1,364,470
8. Requested Credit Amount		For 30% PV Credit:	\$1,364,470
		For 70% PV Credit:	\$0
Credit per LI Units	\$14,213.2292	Combined 30% & 70% PV Credit Requested	
Credit per LI Bedroom	\$13,119.9038		
			\$1,364,470

ERROR - EQUITY GAP AMOUNT NOT EQUAL TO RESERVATION AMOUNT

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	\$114,620
Plus Other Income Source (list): laundry	\$28,800
Equals Total Monthly Income:	\$143,420
Twelve Months	x12
Equals Annual Gross Potential Income	\$1,721,040
Less Vacancy Allowance 7.0%	\$120,473
Equals Annual Effective Gross Income (EGI) - Low Income Units	\$1,600,567

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):	\$0
Equals Total Monthly Income:	\$0
Twelve Months	x12
Equals Annual Gross Potential Income	\$0
Less Vacancy Allowance 7.0%	\$0
Equals Annual Effective Gross Income (EGI) - Market Rate Units	\$0

Action: Provide documentation in support of Operating Budget (**TAB R**)**3. Cash Flow (First Year)**

a. Annual EGI Low-Income Units	\$1,600,567
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$1,600,567
d. Total Expenses	\$662,834
e. Net Operating Income	\$937,733
f. Total Annual Debt Service	\$725,493
g. Cash Flow Available for Distribution	\$212,240

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	1,600,567	1,632,579	1,665,230	1,698,535	1,732,505
Less Oper. Expenses	662,834	682,719	703,201	724,297	746,026
Net Income	937,733	949,859	962,029	974,238	986,480
Less Debt Service	725,493	725,493	725,493	725,493	725,493
Cash Flow	212,240	224,366	236,536	248,745	260,987
Debt Coverage Ratio	1.29	1.31	1.33	1.34	1.36

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,767,156	1,802,499	1,838,549	1,875,320	1,912,826
Less Oper. Expenses	768,406	791,458	815,202	839,658	864,848
Net Income	998,749	1,011,040	1,023,346	1,035,661	1,047,978
Less Debt Service	725,493	725,493	725,493	725,493	725,493
Cash Flow	273,256	285,547	297,853	310,168	322,485
Debt Coverage Ratio	1.38	1.39	1.41	1.43	1.44

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,951,082	1,990,104	2,029,906	2,070,504	2,111,914
Less Oper. Expenses	890,794	917,517	945,043	973,394	1,002,596
Net Income	1,060,289	1,072,587	1,084,863	1,097,110	1,109,318
Less Debt Service	725,493	725,493	725,493	725,493	725,493
Cash Flow	334,796	347,094	359,370	371,617	383,825
Debt Coverage Ratio	1.46	1.48	1.50	1.51	1.53

Estimated Annual Percentage Increase in Revenue 2.00% (Must be $\leq$ 2%)

Estimated Annual Percentage Increase in Expenses 3.00% (Must be $\geq$ 3%)

U. Building-by-Building Information

Must Complete

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

Number of BINS:

1

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

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.		96		1801 Richmond Hwy		Richmond	VA	23224	\$0			\$0	\$34,111,753	06/01/27	4.00%	\$1,364,470	\$0	06/01/27	9.00%	\$0
2.									\$0			\$0				\$0				\$0
3.									\$0			\$0				\$0				\$0
4.									\$0			\$0				\$0				\$0
5.									\$0			\$0				\$0				\$0
6.									\$0			\$0				\$0				\$0
7.									\$0			\$0				\$0				\$0
8.									\$0			\$0				\$0				\$0
9.									\$0			\$0				\$0				\$0
10.									\$0			\$0				\$0				\$0
11.									\$0			\$0				\$0				\$0
12.									\$0			\$0				\$0				\$0
13.									\$0			\$0				\$0				\$0
14.									\$0			\$0				\$0				\$0
15.									\$0			\$0				\$0				\$0
16.									\$0			\$0				\$0				\$0
17.									\$0			\$0				\$0				\$0
18.									\$0			\$0				\$0				\$0
19.									\$0			\$0				\$0				\$0
20.									\$0			\$0				\$0				\$0
21.									\$0			\$0				\$0				\$0
22.									\$0			\$0				\$0				\$0
23.									\$0			\$0				\$0				\$0
24.									\$0			\$0				\$0				\$0
25.									\$0			\$0				\$0				\$0
26.									\$0			\$0				\$0				\$0
27.									\$0			\$0				\$0				\$0
28.									\$0			\$0				\$0				\$0
29.									\$0			\$0				\$0				\$0
30.									\$0			\$0				\$0				\$0
31.									\$0			\$0				\$0				\$0
32.									\$0			\$0				\$0				\$0
33.									\$0			\$0				\$0				\$0
34.									\$0			\$0				\$0				\$0
35.									\$0			\$0				\$0				\$0
		96	0 If development has more than 35 buildings, contact Virginia Housing.						\$0			\$0	\$34,111,753			\$0				\$0
Totals from all buildings												\$0				\$1,364,470				\$0

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.

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.
Virginia Housing | Federal Housing Credit Manual 100

8. None of the Participants have 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 have 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. No Participant is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.
11. None of the Participants participate 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 have 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. No Participant 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. No Participants are 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. No Participant 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

Wallace Warden

Printed Name

06/15/2025

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

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:	PINNOCK, BURCHELL F
Virginia License#:	0401010214
Architecture Firm or Company:	Baskervill & Son P.C.

By: 

Its: Principal, Board Chair

(Title)

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

V. Previous Participation Certification

Development Name: Marquez Plaza**Name of Applicant (entity):** Marquez Plaza, 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 have been convicted of a felony and none are presently the subject of a complaint of 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.
Virginia Housing | Federal Housing Credit Manual 100

8. None of the Participants have 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 have 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. No Participant is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.
11. None of the Participants participate 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.
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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
Wallace Warden

Printed Name
3/11/25

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

Development Name: Marquez Plaza

Name of Applicant: Marquez Plaza, LLC

Principals' Name: Wallace Warden

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
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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.

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:

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

Included**Score**

Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y, N, N/A	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0

Total:

0.00

1. READINESS:

- a. Virginia Housing notification letter to CEO (via Locality Notification Information App)
- b. Local CEO Opposition Letter
- c. Plan of development
- d. Location in a revitalization area based on Qualified Census Tract
- or e. Location in a revitalization area with resolution or by locality
- or f. Location in a Opportunity Zone
- g. Location in a Medium to High level Economic Development Jurisdiction
- h. Location on land owned by Tribal Nation

Y	0 or -50	0.00
N	0 or -25	0.00
Y	0 to 10	10.00
Y	0 or 10	10.00
N	0 or 15	0.00
N	0 or 15	0.00
N	0 or 5	0.00
N	0 or 15	0.00

Total:

20.00

2. HOUSING NEEDS CHARACTERISTICS:

- a. Sec 8 or PHA waiting list preference
- b. Existing RD, HUD Section 8 or 236 program
- c. Subsidized funding commitments
- d. Tax abatement on increase of property's value
- e. New project based rental subsidy) in Northern Virginia or New Construction pool
- f. Census tract with <12% poverty rate
- g. Development provided priority letter from Rural Development
- h. Dev. located in area with increasing rent burdened population

Y	0 or up to 5	5.00
N	0 or 20	0.00
0.00%	Up to 60	0.00
N	0 or 5	0.00
N	up to 40	0.00
0%	0, 20, 25 or 30	0.00
N	0 or 15	0.00
Y	Up to 20	20.00

Total:

25.00

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			57.00
b. <removed for 2025>			0.00
c. HUD 504 accessibility for 10% of units	Y	0 or 20	20.00
d. Proximity to public transportation	Y10	0, 10 or 20	10.00
e. Development will be Green Certified	Y	0 or 10	10.00
f. Units constructed to meet Virginia Housing's Universal Design standards	100%	Up to 15	15.00
g. Developments with less than 100 low income units	Y	up to 20	1.60
h. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
i. Meets Target Population Development Characteristics	N	0 or 10	0.00
Total:			113.60

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$110,300	\$73,300

a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	0.00%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	10.42%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 50	0.00
Total:			60.00

5. SPONSOR CHARACTERISTICS:

a. Socially Disadvantaged Principal owner 25% or greater	Y	0 or 30	30.00
b. Veteran Small Business Principal owner 25% or greater	N	0 or 30	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. Management company rated unsatisfactory	N	0 or -25	0.00
Total:			30.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 100	44.50
Total:			44.50

7. BONUS POINTS:

a. Extended Use Restriction beyond 15 year compliance period	15 Years	40 or 70	0.00
or b. Nonprofit or LHA purchase option/ ROFR	N	0 or 60	0.00
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	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	Y	up to 10	5.00
g. Team member with Veteran Owned Small Business Certification	N	up to 10	0.00
h. Commitment to electronic payment of fees	Y	0 or 5	5.00
i. Zero Ready or Passive House certification from prior allocation	N	0 or 20	0.00
Total:			10.00

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

TOTAL SCORE: 303.10

Enhancements:

All units have:

	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	34.00
c. LED Kitchen Light Fixtures	2	2.00
d. Cooking surfaces equipped with fire suppression features	2	2.00
e. Bath Fan - Delayed timer or continuous exhaust	3	3.00
f. Baths equipped with humidistat	3	0.00
g. Watersense labeled faucets, toilets and showerheads (without Green Certification)	3	0.00
h. Rehab only: Infrastructure for high speed internet/broadband	5	0.00
i. Each unit provided free individual high speed internet access	15	0.00
j. USB in kitchen, living room and all bedrooms	1	1.00
k. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
l. Provides Permanently installed dehumidification system	5	5.00
m. All interior doors within units are solid core	3	0.00
n. Installation of Renewable Energy Electric system	10	0.00
o. New Construction: Balcony or patio	4	0.00

 52.00

All elderly units have:

p. Front-control ranges	1	1.00
q. Independent/suppl. heat source	1	1.00
r. Two eye viewers	1	1.00
s. Shelf or Ledge at entrance within interior hallway	2	2.00
		5.00

Total amenities: 57.00

X.

Development Summary

Summary Information

2025 Low-Income Housing Tax Credit Application For Reservation

Deal Name:

Marquez Plaza

Cycle Type:4% Tax Exempt Bonds Credits

Requested Credit Amount:\$1,364,470

Allocation Type:0

Jurisdiction:Richmond City

Total Units96

Population Target:Elderly

Total LI Units96

Total Score303.10

Project Gross Sq Ft:87,719.00

Owner Contact:WallaceWard

Green Certified?TRUE

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$15,740,000	\$163,958	\$179	\$725,493
Grants	\$0	\$0		
Subsidized Funding	\$0	\$0		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$18,250,000	\$190,104	\$208	67.19%
General Req/Overhead/Profit	\$2,502,500	\$26,068	\$29	9.21%
Other Contract Costs	\$75,000	\$781	\$1	0.28%
Owner Costs	\$3,425,943	\$35,687	\$39	12.61%
Acquisition	\$500,000	\$5,208	\$6	1.84%
Developer Fee	\$2,410,000	\$25,104	\$27	8.87%
Total Uses	\$27,163,443	\$282,953		

Income		
Gross Potential Income - LI Units		
		\$1,721,040
Gross Potential Income - Mkt Units		
		\$0
Subtotal		\$1,721,040
Less Vacancy %	7.00%	\$120,473
Effective Gross Income		\$1,600,567

Rental Assistance?

FALSE

Expenses		
Category	Total	Per Unit
Administrative	\$239,534	\$2,495
Utilities	\$64,000	\$667
Operating & Maintenance	\$143,500	\$1,495
Taxes & Insurance	\$187,000	\$1,948
Total Operating Expenses	\$634,034	\$6,605
Replacement Reserves	\$28,800	\$300
Total Expenses	\$662,834	\$6,905

Cash Flow	
EGI	\$1,600,567
Total Expenses	\$662,834
Net Income	\$937,733
Debt Service	\$725,493
Debt Coverage Ratio (YR1):	1.29

Total Development Costs	
Total Improvements	\$24,253,443
Land Acquisition	\$500,000
Developer Fee	\$2,410,000
Total Development Costs	\$27,163,443

Proposed Cost Limit/Sq Ft:

\$304

Applicable Cost Limit/Sq Ft:

\$344

Proposed Cost Limit/Unit:

\$277,744

Applicable Cost Limit/Unit:

\$331,194

Unit Breakdown	
Supp Hsg	0
# of Eff	4
# of 1BR	80
# of 2BR	12
# of 3BR	0
# of 4+ BR	0
Total Units	96

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	10	10
50% AMI	38	38
60% AMI	48	48
>60% AMI	0	0
Market	0	0

Income Averaging?

FALSE

Extended Use Restriction?

30

Y. Efficient Use of Resources

Credit Points (updated in 2025):

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 100 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 100. In this example, $(40\%/60\%) \times 100$ or 66.67 points.

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

Combined Max	\$1,364,470
Credit Requested	\$1,364,470
% of Savings	0.00%
Sliding Scale Points	44.5

Development Name: Marquez Plaza

Name of Applicant:

Principals' Name:

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Develop-ment Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
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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.

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Tab A:

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

OPERATING AGREEMENT

OF

**Marquez Plaza, LLC,
A VIRGINIA LIMITED LIABILITY COMPANY**

Dated as of March 1, 2025

**OPERATING AGREEMENT
OF
MARQUEZ PLAZA, LLC**

THIS OPERATING AGREEMENT (this "Agreement"), dated as of March 1, 2025, by and among Marquez Plaza, LLC, a Virginia limited liability company and Marquez Plaza Manager LLC, A Virginia limited liability company (the "Managing Member" and the sole "Member"), provides as follows:

1. **FORMATION.** Marquez Plaza, LLC (the "Company") was formed as a Virginia limited liability company under the provisions of Chapter 12 of Title 13.1 of the Code of Virginia of 1950, as amended (the "Act"), pursuant to the Articles of Organization dated July 15, 2024 (the "Articles"). A certificate of organization was issued by the State Corporation Commission of Virginia with respect to the Articles on July 15, 2024.

2. **NAME AND PLACE OF BUSINESS.** The business of the Company shall be conducted under the name of Marquez Plaza, LLC. The principal office of the Company in Virginia shall be 1901 Richmond Hwy, Richmond, VA 23224. The principal office of the Company may be changed by the Members at any time and from time to time, in their discretion.

3. **PURPOSES.** The principal purpose of the Company is to own certain land and in the City of Richmond, Virginia, on 1801 Richmond Hwy Richmond, Virginia (the "Property"), and to own and develop the Property and to develop, own, and operate thereon a mixed-use real estate development (the "Development"). The company may engage in any other lawful business as determined from time to time by the Members.

4. **MEMBERS.** The sole Member, Marquez Plaza Manager LLC, a Virginia Limited Liability company, shall serve as the Managing Member. It has an address of 1901 Richmond Hwy, Richmond, VA 23224. The Company anticipates that a tax credit equity investor will be admitted as an additional member in the future.

5. **MEMBER'S CAPITAL CONTRIBUTIONS.** Upon execution of this Agreement, the Member shall make the capital contribution set forth beside its name on Exhibit A attached hereto as its initial capital contribution in exchange for its membership interest in the Company. The Member shall not be required to make any further capital contributions, except as required in writing by the Members owning a majority of the membership interests.

6. **VOTING POWERS, MEETINGS, ETC. OF MEMBERS.**

6.01 **In General.** The Members shall not be entitled to participate in the day-to-day affairs and management of the Company, but instead, the Members' right to vote or otherwise participate with respect to matters relating to the Company shall be limited to

those matters as to which the express terms of the Act, the Articles, or this Operating Agreement vest in the Members the right to so vote or otherwise participate.

6.02 Actions Requiring Approval of Members.

(a) Notwithstanding any other provision of this Operating Agreement, the approval of the Members shall be required in order for any of the following actions to be taken on behalf of the Company:

(1) Amending the Articles in any manner that materially alters the preferences, privileges or relative rights of the Members.

(2) Electing the Managers as provided in Article 7 hereof.

(3) Taking any action that would make it impossible to carry on the ordinary business of the Company.

(4) Confessing a judgment against the Company in excess of \$25,000.

(5) Filing or consenting to filing a petition for or against the Company under any federal or state bankruptcy, insolvency or reorganization act.

(6) Loaning Company funds in excess of \$25,000, or for a term in excess of one year, to any Member.

(b) Unless the express terms of this Operating Agreement specifically provide otherwise, the affirmative vote of a majority of the voting membership interests shall be necessary and sufficient in order to approve or consent to any of the matters set forth in Section 6.02(a) above or any other matters in this Operating Agreement that require the approval or consent of the Members.

6.03 Action by Members. In exercising their rights as provided above, the Members shall act collectively through meetings and/or written consents as provided in this Article.

6.04 Annual Meetings. The Members shall meet annually in the first Tuesday in January at 4:00 p.m. or at such other time as shall be determined by the Managers, or if there are no Managers, by the Members, for the purpose of the transaction of such business as may come properly before the meeting.

6.05 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Managers, and shall be called by the Managers at the request of any Member.

6.06 Action by Written Consent. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if one or more written consents

to such action are signed by the Members who are entitled to vote on the matter set forth in the consents and who constitute the requisite Voting Membership Interests necessary for adoption or approval of such matter on behalf of the Company. By way of example and not limitation, a majority of the Voting Membership Interests may take action as to any matter specified in Section 6.02 hereof by signing one or more written consents approving such action, without obtaining signed written consents from any other Members. Such consent or consents shall be filed with the minutes of the meetings of the Members. Action taken under this Section 6.06 shall be effective when the requisite Members have signed the consent or consents, unless the consent or consents specify a different effective date.

7. **MANAGERS.**

7.01 Powers of Manager. Except as expressly provided otherwise in the Act, the Articles or this Operating Agreement, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed by, one or more Managing Members. The powers so exercised shall include but not be limited to the following:

(a) Entering into, making and performing contracts, agreements and other undertakings binding the Company that may be necessary, appropriate or advisable in furtherance of the purposes of the Company.

(b) Opening and maintaining bank accounts, investment accounts and other arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements. Company funds shall not be commingled with funds from other sources and shall be used solely for the business of the Company.

(c) Collecting funds due to the Company.

(d) Acquiring, utilizing for the Company's purposes, maintaining and disposing of any assets of the Company.

(e) To the extent that funds of the Company are available therefore, paying debts and obligations of the Company.

(f) Borrowing money or otherwise committing the credit of the Company for Company activities, and voluntarily prepaying or extending any such borrowings.

(g) Employing from time to time persons, firms or corporations for the operation and management of various aspects of the Company's business, including, without limitation, managing agents, contractors, subcontractors, architects, engineers, laborers, suppliers, accountants and attorneys on such terms and for such compensation as the Managers shall determine, notwithstanding the fact that the Managers or any Member may have a financial interest in such firms or corporations.

(h) Making elections available to the Company under the Code.

(i) Obtaining general liability, property and other insurance for the Company, as the Managers deem proper.

(j) Taking such actions as may be directed by the Members in furtherance of their approval of any matter set forth in Section 6.02 hereof.

(k) Doing and performing all such things and executing, acknowledging and delivering any and all such instruments as may be in furtherance of the Company's purposes and necessary and appropriate to the conduct of its business.

7.02 Election of Managing Member. The Members hereby unanimously elect Marquez Plaza Manager, LLC, a Virginia limited liability company, to serve as Managing Member of the Company, to serve until its successor shall be duly elected and qualify.

7.03 Action by One Manager When There are Two or More Managers. Unless otherwise expressly provided by the Act, the Articles, or the terms of this Operating Agreement, when there are two or more Managers elected by the Members, any one of the Managers may act on behalf of the Company to exercise any of the powers of a Manager conferred by Section 7.01 hereof. Notwithstanding the foregoing, when a Manager has so acted on behalf of the Company, he or she must provide notice of his or her action on behalf of the Company to every other duly elected Manager.

7.04 Single Manager. If at any time there is only one person or entity serving as a Manager, such Manager shall be entitled to exercise all powers of the Managers set forth in this Section, and all references in this Section and otherwise in this Operating Agreement to "Managers" shall be deemed to refer to such single Manager.

7.05 Reliance by Other Persons. Any person dealing with the Company, other than a Member, may rely on the authority of a particular Manager or Managers in taking any action in the name of the Company, if such Manager or Managers provide to such person a copy of the applicable provision of this Operating Agreement and/or the resolution or written consent of the Managers or Members granting such authority, certified in writing by such Manager or Managers to be genuine and correct and not to have been revoked, superseded or otherwise amended.

7.06 Manager's Expenses and Fees. A Manager shall be entitled, but not required, to receive a reasonable salary for services rendered on behalf of the Company or in his capacity as a Manager. The amount of such salary shall be determined by the Managers and consented to by the Members, which consent shall not be unreasonably withheld. The Company shall reimburse any Manager for reasonable out-of-pocket expenses which were or are incurred by the Manager on behalf of the Company with respect to the start-up or operation of the Company, the on-going conduct of the Company's business, or the dissolution and winding up of the Company and its business.

7.07 Indemnification. The Company shall indemnify each Manager, whether serving the Company or, at its request, any other Entity, to the full extent permitted by the Act. The foregoing rights of indemnification shall not be exclusive of any other rights to which the Managers may be entitled. The Managers may, upon the approval of the Members, take such action as is necessary to carry out these indemnification provisions and may adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law.

7.08 Liability of Managers. So long as the Managers act in good faith with respect to the conduct of the business and affairs of the Company, no Manager shall be liable or accountable to the Company or to any of the Members, in damages or otherwise, for any error or judgment, for any mistake of fact or of law, or for any other act or thing which he may do or refrain from doing in connection with the business and affairs of the Company, except for willful misconduct or gross negligence or breach of fiduciary duty, and further except for breaches of contractual obligations or agreements between the Managers and the Company.

8. GOVERNING LAW. This Agreement, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Virginia, without reference to choice of law provisions.

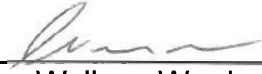
9. BOOKS AND RECORDS. The Members shall, at the Company's sole cost and expense, keep adequate books of account of the Company wherein shall be recorded and reflected, in accordance with generally accepted accounting principles, all of the Capital Contributions and all of the income, expenses and transactions of the Company and a list of the names and addresses, and interests held by the Members and any additional members in alphabetical order. All funds of the Company shall be deposited in a separate bank account or accounts as shall be determined by the Manager. All withdrawals therefrom shall be made upon checks signed by any Manager of the Company.

10. FULL AUTHORITY. Each of the parties and signatories to this Agreement has the full right, power, legal capacity and authority to enter into and perform the parties' respective obligations hereunder, and no approvals or consents of any other person are necessary in connection herewith.

IN WITNESS WHEREOF, the undersigned, being the sole Member of the Company, hereby agree, acknowledge, and certify that the foregoing Operating Agreement constitutes the entire Operating Agreement of the Company, adopted as of the date first hereinabove mentioned.

Managing Member:

Marquez Plaza Manager LLC

By: _____
Wallace Warden, Member and Manager

Date of signature: 3/13/2025

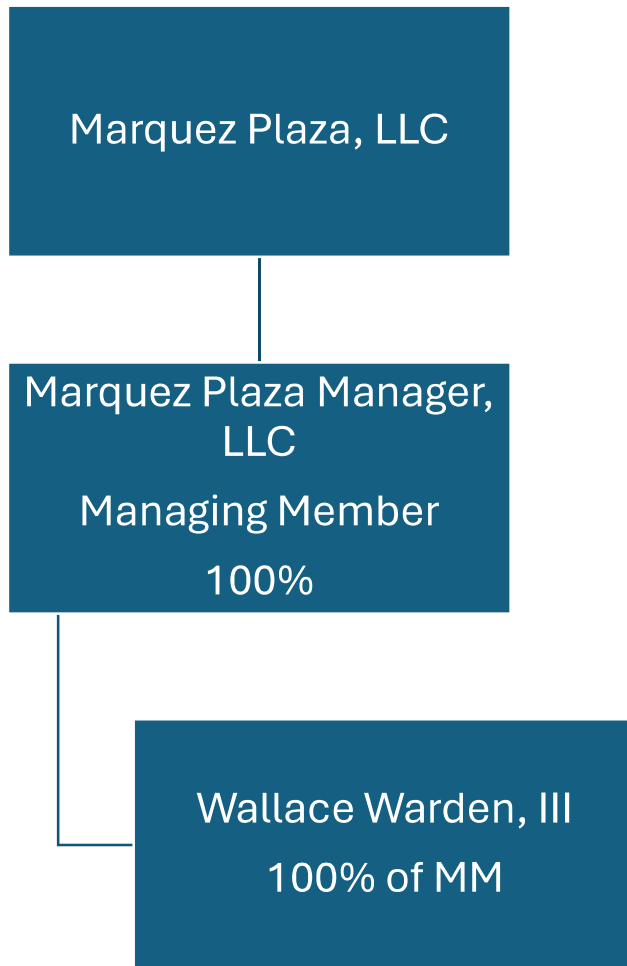
EXHIBIT A

<u>MEMBER</u>	<u>PERCENTAGE INTEREST</u>	<u>CAPITAL CONTRIBUTION</u>
Marquez Plaza Manager LLC	100%	\$100.00
 TOTAL:	<u>100%</u>	<u>\$100.00</u>

Marquez Plaza, LLC

Marquez Plaza Manager,
LLC
Managing Member
100%

Wallace Warden, III
100% of MM



Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Marquez Plaza, LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on March 6, 2023; and

That the Limited Liability Company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

March 12, 2025

A handwritten signature in black ink, appearing to read "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission

Tab C:

Syndicator's or Investor's Letter of Intent
(MANDATORY)

March 7, 2025

Wallace Ward
MWW, LLC
1901 Richmond Hwy.
Richmond, VA 23224

c/oTavaris McCoy
The Real McCoy Companies
P.O. Box 38429
Henrico, VA 23231

Re: Marquez Plaza
Richmond, VA (the "Project")

Dear Mr. Sanders:

The purpose of this letter is to express the interest and willingness of the Community Affordable Housing Equity Corporation ("CAHEC") to provide an equity investment in the above-referenced project through Community Equity Fund 30 Limited Partnership ("CEF 30") or another CAHEC-affiliated fund.

This letter of interest is based on a preliminary evaluation of the information you have provided to us. We anticipate that a total contribution of \$12,726,174 could be made for a 99.99% ownership interest. The estimated contribution is based on a reservation and allocation of \$1,533,427 for the federal low-income housing tax credits ("LIHTC"). The net equity pricing for credits delivered to a CAHEC fund is \$0.83 per LIHTC. The net equity pricing for the LIHTC will be computed using the following formula: net equity from the sale of the LIHTCs divided by the ten-year LIHTC allocation request multiplied by the proposed investor ownership interest. For this project, the formula works as follows:

$$\$12,726,174 \div (\$1,533,427 \times 99.99\% \times 10) = \$0.83$$

Should the tax credits allocated to the project be different than what is assumed herein, the net equity contribution will be adjusted based on the above formula and pricing and subject to verification that there are sufficient funding sources to develop the project.

Our typical pay-in of equity contributions will provide up to 20% during construction; 55% at project completion; and 25% upon achievement of 100% qualified occupancy, 3 months stabilized occupancy and receipt of 8609's. Equity contributions during construction will be based on actual costs incurred. Equity installments and installment conditions will be identified during the closing process.



Our current requirements include an operating reserve equivalent to six months operating expenses, replacement reserves, and debt service. A minimum debt service coverage ratio of 1.15 on must-pay debt will be required. Any deferred developer fees must be reasonably expected to be repaid on a schedule approved by the Investor Member's tax counsel and generally should not be projected to exceed 50% of the total fee due. The general partner and/or approved guarantors will be required to guarantee: construction completion/lease-up; operating deficits for a period of 5 years; and, delivery of projected tax credits.

CAHEC may assess a Syndication fee in the amount up to \$45,000. CAHEC will absorb all attorney's fees for its counsel's preparation of the Entity Agreement, associated exhibits, and provision of a tax opinion, provided that no unforeseen circumstances arise that result in excessive legal expenses. Equity investment by CAHEC is subject to documentation showing that the project will obtain an eligible basis to support a reservation and allocation of the projected tax credits. The ability to invest in the Project is contingent upon standard due diligence review, project underwriting, a satisfactory environmental report, approval by CAHEC's investment committee, and the receipt, review, and approval of all financing and organizational documents.

Thank you for the opportunity to review and express our interest in your project. CAHEC wishes you continued success and hopes that we will have the opportunity to continue to work with you as the equity investor in this project.

Sincerely,

A handwritten signature in black ink that reads "Jennifer McCabe". The script is fluid and cursive, with the first letters of each word being capitalized and larger than the others.

Jennifer McCabe
Acquisitions Manager

Tab D:

Any Supporting Documentation related to List of
LIHTC Developments (Schedule A)

Tab E:

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

REAL ESTATE PURCHASE AND SALE AGREEMENT

(This is a legally binding document for the purchase of real property. If not understood, seek competent advice before signing.)

1. This Purchase Agreement, dated January 5, 2025, between Marquez Plaza, LLC ("Purchaser"), and MWW, LLC ("Seller"), provides that Seller agrees to sell and Purchaser agrees to buy the following property, including the land, all improvements thereon, and appurtenances thereto belonging, located in the City/County of Richmond, Virginia. Property is commonly known as: 1801,1805,1807,1809 and 1817 Richmond Hwy Richmond, va 23224

2. **PERSONAL PROPERTY INCLUDED:** Included with the sale of the above real estate (if located within said Property at the time of signing this Agreement, unless otherwise noted) are the shades, plantation shutters, blinds, curtain and drapery rods, screens and screen doors, storm windows and doors, light fixtures, wall to wall carpeting, garbage disposal, built-in range, built-in oven, built-in dishwasher, laundry tubs, attic fan, smoke and heat detectors, awnings, electrical wiring connections for appliances, ceiling fan(s), garage door opener(s) and remotes, mailbox and post, outbuildings and sheds, gas logs, fireplace inserts and all other items attached to the real estate and being a part thereof, including all shrubbery and plantings on the Property. Also included are the following items:

3. **PURCHASE PRICE:** Total Purchase Price to be paid by Buyer is payable as follows:

- A. Earnest money deposit check ☐ or promissory note ☐, which \$ 1000 will remain as a binder until closing, and be held for Seller by closing agent (chosen by Buyer) for Seller until closing, unless sooner forfeited or returned, according to the provisions of this Agreement.
- B. "Subject to" existing loan balance encumbering the Property \$ _____
Lender: _____ Loan #: _____
- C. "Subject to" existing loan balance encumbering the Property \$ _____
Lender: _____ Loan #: _____
- D. Buyer will pay Seller at closing in U.S. cash or locally drawn certified or cashiers check.
Approximately ☐ Exactly ☐ \$ 500,000.00
- E. Buyer will give Seller a Promissory Note as herein set forth in Special Stipulations
Approximately ☐ Exactly ☐ \$ _____
- F. Total Purchase Price: Approximately ☐ Exactly ☐ \$ 500,000.00

Other Financing Terms: _____

4. **DEPOSIT:** Purchaser has made a deposit of \$ _____ with _____ (Escrow Agent) by Check Cash Other. Receipt is acknowledged by the Escrow Agent. Deposit may be held in an interest bearing account. The parties waive any claim to interest resulting from such Deposit. The escrow account shall conform to the Virginia Real Estate Board Regulations, and the deposit shall not be released by the Escrow Agent until (i) Seller and Purchaser have agreed in writing as to its disposition, (ii) a court of competent jurisdiction orders a disbursement of the funds, or (iii) the broker can pay the funds to the party in the transaction who is entitled to receive them in accordance with clear and explicit terms of the Agreement which established the deposit.

5. SETTLEMENT; POSSESSION: Settlement shall be made at the offices of Buyer's Title Company on or before March 30, 2026 or a reasonable time thereafter if the Purchaser or Seller is making diligent effort to satisfy any contingencies contained in this Agreement.

Possession of the Property shall be given at settlement, unless otherwise agreed in writing by the parties. Seller and Purchaser authorize and direct the settlement agent to provide a unified copy of the HUD-1 Settlement Statement for this transaction to the Seller and Purchaser.

6. PROPERTY INSPECTION CLAUSE: Seller hereby grants to Purchaser the right to have the Property inspected by firm(s) selected by the Purchaser at Purchaser's expense and to request repair and/or repair credit of defects revealed. Inspections may include, but are not limited to, all structural and building components and systems, radon gas, underground storage tanks, soil condition, environmental testing and engineering studies. The term "defects" as used in this paragraph shall mean (i) a condition which impairs the normal stability, safety or use of any improvements (buildings) on the Property, or (ii) damage to any part of the improvements, but shall exclude any cosmetic flaws, antiquated systems, or grandfathered components that are in working order but would not comply with the current building code if constructed or installed today.

Purchaser shall provide Seller with an inspection report, cost of repairs and a written request for repair and/or repair credit of such defects NO LATER THAN: _____ days after this Agreement is fully executed by the parties. If Purchaser has not submitted the inspection report, cost of the repairs and a written request for repairs and/or repair credit for such defects to Seller by said date, then Purchaser waives the right to request repairs and/or a repair credit, agrees that the present condition of the Property is satisfactory, and will proceed to Settlement in accordance with the Purchase Agreement. Seller shall respond in writing to Purchaser's repair request within seven (7) days of its receipts (the "Negotiation Period"). If Seller agrees in writing to accept such request, then the parties shall proceed to settlement. If Seller does not respond in writing within the Negotiation Period, then Seller shall be deemed to have rejected Purchaser's repair request.

At any time during the Negotiation Period, (i) Purchaser shall have the right to accept in writing Seller's currently offered repairs and/or repair credit and the parties shall proceed to settlement, and (ii) Seller shall have the right to agree in writing to make the repairs and/or repair credit then requested by Purchaser and the parties shall proceed to settlement. If, by 5:00 p.m. on the seventh day of the Negotiation Period, no final agreement is reached as to the repairs, Purchaser shall have until 5:00 p.m. on the second day after the end of the Negotiation Period to either: (i) terminate this Agreement by written notice to Seller, or (ii) accept in writing Seller's last offered repairs and/or repair credit and proceed to settlement. If Purchaser terminates this Agreement or fails to notify Seller of its election within the said two day period, then this Agreement shall terminate. Purchaser's Deposit shall be refunded in full to Purchaser, and neither party shall have any further obligation hereunder.

All repairs pursuant to Paragraph 6 shall be made in a workmanlike manner. Seller shall have all utilities supplied to all systems prior to the inspection.

7. DEFAULT: If Buyer defaults on this Agreement, all deposits will be retained by the Seller as liquidated damages and full settlement of any claim, whereupon Buyer and Seller will be relieved of all obligations under this Agreement. If Seller defaults under this Agreement, the Buyer may seek specific performance or elect to receive the return of the Buyer's earnest money deposit without thereby waiving any action for damages resulting from Seller's breach. If Seller refuses to sell for any reason other than those outlined herein, Seller and Buyer herewith agree to resolve this dispute through binding arbitration with all costs of such arbitration to be borne by the losing party. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs plus 15% of the purchase price as attorney's fees.

8. ADDITIONAL TERMS: _____

9. PRORATIONS: Seller agrees to pay the expense of preparing the deed and the applicable grantors tax, release fees, and any other fees applicable to the grantor by custom. Except as otherwise agreed herein, Purchaser shall pay all expenses incurred by Purchaser in connection with this Agreement, including without limitation, title examination fees, title insurance premiums, survey costs, recording costs and Purchaser's attorney's fees. All taxes, assessments, interest, rent escrow deposits and other ownership fees, if any, shall be prorated as of the date of settlement. In addition to the Purchase Price, Purchaser agrees to pay Seller for all fuel oil and propane/LP gas remaining in any tanks (if applicable) at the prevailing market price as of the date of settlement. If this is rental property, rents are to be prorated as of the date of closing and any deposits of any kind or nature are to be transferred to Buyer at closing.

10. TITLE: At settlement Seller shall convey the Property to Purchaser by a general warranty deed containing English covenants of title, free of all encumbrances, tenancies, and liens (for taxes or otherwise), but subject to such restrictive covenants and utility easements of record which do not materially and adversely affect the use of the Property for residential purposes or render the title unmarketable. If the Property does not abut a public road, title to the Property must include a recorded easement providing adequate access thereto. In the event this sale is subject to a financing contingency, the access to a public road must be acceptable to the lender.

If the examination reveals a title defect that can be remedied by legal action or otherwise within a reasonable time, Seller, at his/her expense, shall promptly take such action as is necessary to cure such defect. If the defect is not cured within sixty (60) days after Seller receives notice of the defect, then either party may terminate this Agreement at the expiration of such sixty (60) day period by written notice to the other party. Upon termination of this Agreement, Purchaser's Deposit shall be refunded in full to Purchaser and neither party shall have any further obligation hereunder. The parties agree that the settlement date prescribed in Paragraph 7 shall be extended if necessary to enable Seller to cure any title defect, but not for more than sixty (60) days time being of the essence.

11. RISK OF LOSS: All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Seller until settlement. In the event of substantial loss or damage to the Property before settlement, Purchaser shall have the option of either (k) terminating this Agreement and thereupon Purchaser's Deposit shall be refunded in full to Purchaser, or (ii) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any policy or policies of insurance applicable to the Property.

12. EQUIPMENT CONDITION AND INSPECTION: Purchaser agrees to accept the Property at settlement in its physical condition at the time this Agreement is fully executed by all parties, except as otherwise provided herein. Seller warrants that all appliances, heating and cooling equipment, plumbing systems and electrical systems will be in working order at the time of Settlement or at Purchaser's occupancy, whichever occurs first. Seller agrees to deliver the Property in broom-clean condition and to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the date this Agreement is executed by Seller and Settlement or at Purchaser's occupancy, whichever occurs first. Seller grants to Purchaser or his representatives the right to make a pre-occupancy or pre-settlement inspection to verify that the condition of the Property conforms to this Agreement and to ensure that repairs, if any, have been completed.

13. WOOD INFESTATION: Prior to settlement, Seller shall furnish Purchaser with an inspection report from a Virginia licensed termite control company concerning the presence of, or damage from, termites or other wood destroying insects. If the inspection reveals active infestation or damage caused by wood destroying insects, whether past or present, to the Property, Seller shall have the affected area treated and have the damage repaired by a reputable company. The treatment company shall furnish a one-year warranty on such treatment. Subject to the limitation imposed by Paragraph H below, if Seller fails to comply with any provision of this paragraph, Purchaser may: (i) utilize the remedies set forth in Paragraph 7 above; (ii) accept the Property in its current condition; or (iii) terminate this Agreement by written notice to Seller, and thereupon. Purchaser's Deposit shall be refunded in full to Purchaser, and neither party shall have any further obligation hereunder.

14. ASSIGNMENT: Parties hereto agree that Buyer shall have the right to assign this Agreement and the terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors, representatives, heirs and assigns.

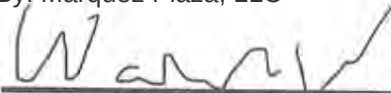
15. SPECIAL STIPULATIONS: The following stipulations, if in conflict with any of the preceding, shall control:

16. MISCELANEOUS: This Agreement represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the parties. This Agreement shall be construed according to the laws of the Commonwealth of Virginia and shall be binding upon and shall insure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. To the extent any handwritten or typewritten terms herein conflict with, or are inconsistent with the pre-printed terms hereof, the handwritten or typewritten terms shall control. The parties agree that faxed or electronic transmission of any signed original document shall have the same effect as an original. No party will refuse delivery of any notice from the other party in order to hinder or delay any deadline established in this Agreement. Unless otherwise provided herein, the representations and warranties made by seller herein and all other provision of this agreement shall be deemed merged into the deed delivered at settlement and shall not survive settlement.

17. SELLER REPRESENTATION: Seller warrants that the person(s) signing this Agreement as "Seller" include(s) every person who possesses an ownership interest in the Property or who will be a necessary party to convey clear title to the Property.

By: Marquez Plaza, LLC

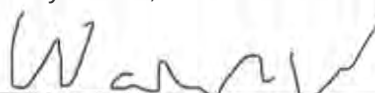
By: MWW, LLC



1/5/2025.

By: Wallace Ward, III, Manager
Purchaser

Date



1/5/2025

By: Wallace Ward, III, Manager
Seller

Date

Purchaser

Date

Seller

Date

Print

Property: 1801 Richmond Hwy **Parcel ID:** S0071527001

Detail

Parcel

Street Address: 1801 Richmond Hwy Richmond, VA 23224-
Owner: MWW LLC C/O WALLACE WARDEN III
Mailing Address: 1901 RICHMOND HWY, RICHMOND, VA 23224
Subdivision Name : MELROSE
Parent Parcel ID:
Assessment Area: 480 - South Side East
Property Class: 401 - B Commercial Vacant Land
Zoning District: B-3 - Business (General Business)
Exemption Code: -

Current Assessment

Effective Date: 01/01/2025
Land Value: \$85,000
Improvement Value:
Total Value: \$85,000
Area Tax: \$0
Special Assessment District:

Land Description

Parcel Square Feet: 11039
Acreage: 0.2534
Property Description 1: MELROSE L19-20; 0083.00X0133.00 0000.000
State Plane Coords(?): X= 11788794 Y= 3705786.204661
Latitude: 37.49580121 , **Longitude:** -77.44562957

Tab F:

RESNET Rater Certification (MANDATORY)



Appendix F

RESNET Rater Certification of Development Plans

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

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

***Please note that this may make the Application 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, the applicant will obtain and provide EnergyStar Certification to Virginia Housing.
- ☒ **Rehabilitation** – 30% performance increase over existing, based on HERS index.
Or, it must provide evidence of a HERS Index of 80 or lower. The rater understands that before IRS Form 8609 is issued, the rater must provide Virginia Housing with energy performance certification.
- ☐ **Adaptive Reuse** – Must provide evidence of a HERS index of 95 or lower. The rater understands that before IRS Form 8609 is issued, the rater must provide Virginia Housing with energy performance certification.

Additional Optional Certification

I certify that the development's plans and specifications incorporate all items for the certification as indicated below, and I am an accredited verifier of said certification. If the plans and specifications do not include requirements to obtain the certification, those requirements must still be met, even though the application is accepted for credits. Rater understands that before issuance of IRS Form 8609, the 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 development's design meets the requirements stated in the Enterprise Green Communities Criteria for this development's construction type to obtain certification.

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

RESNET Rater Signature

Michael Merck

Printed Name

3/9/25

Date

Quality Training Precision Inspections

RESNET Provider Agency

David Horton

Provider Contact Name

Contact Signature

hortonbrothers@gmail.com

Email

(859) 750-3851

Phone



March 10, 2025

Tarvaris McCoy

RE: Marquez Plaza

We have prepared HERS ratings on all unit types on the project based on plans provided.

The project will meet ENERGY STAR Multifamily New Construction V1.1 certification with the following specifications:

R-19 Wall cavity insulation with R-5 continuous exterior insulation
R-30 Continuous roof deck insulation
U factor .28, SHGC .25 Windows and glass doors
15.2 SEER2, 8.1 HSPF2 HVAC systems
Supply ventilation with an inline fan
ENERGY STAR Refrigerators and Dishwashers

Attached are a sample of preliminary HERS rating reports showing ENERGY STAR compliance

Please note that to qualify for the 45L tax credit projects must meet V1.2 of ENERGY STAR. To achieve this, additional energy efficiency measures will need to be included in the project.

Let me know if you have any questions

Carl Seville
SK Collaborative

ENERGY STAR MF V1.1 Home Report

**Property**

, VA 23224

Marquez Plaza 0B1 Top
Initial House Design

Organization

SK Collaborative
Carl Seville
404-480-4600

Inspection Status

Results are projected

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	63
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	63
As Designed Home ERI (HERS)	63
As Designed Home ERI (HERS) w/o PV	63

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	3.5	3.2
Cooling	2.9	2.3
Water Heating	3.8	4.0
Lights and Appliances	10.3	11.4
Total	20.5	21.0



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	-0.1

Energy Cost Savings

	\$/yr
Heating	-1
Cooling	16
Water Heating	-13
Lights & Appliances	-47
Generation Savings	0
Total	-46

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

ENERGY STAR MF V1.1 Home Report

**Property**

, VA 23224

Marquez Plaza 2B1 Middle
Initial House Design

Organization

SK Collaborative
Carl Seville
404-480-4600

Inspection Status

Results are projected

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	63
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	63
As Designed Home ERI (HERS)	60
As Designed Home ERI (HERS) w/o PV	60

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	5.1	3.2
Cooling	3.4	2.6
Water Heating	5.1	5.3
Lights and Appliances	12.6	13.4
Total	26.3	24.6



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	-0.0

Energy Cost Savings

	\$/yr
Heating	16
Cooling	22
Water Heating	-13
Lights & Appliances	-34
Generation Savings	0
Total	-9

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

ENERGY STAR MF V1.1 Home Report

**Property**

, VA 23224

Marquez Plaza 2B2 Top
Initial House Design

Organization

SK Collaborative
Carl Seville
404-480-4600

Inspection Status

Results are projected

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	64
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	64
As Designed Home ERI (HERS)	61
As Designed Home ERI (HERS) w/o PV	61

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	4.5	3.4
Cooling	4.1	2.9
Water Heating	5.1	5.3
Lights and Appliances	12.6	13.4
Total	26.2	25.0



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	-0.0

Energy Cost Savings

	\$/yr
Heating	13
Cooling	31
Water Heating	-13
Lights & Appliances	-34
Generation Savings	0
Total	-2

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Tab G:

Zoning Certification Letter (MANDATORY)



DEPARTMENT OF
**PLANNING AND
DEVELOPMENT
REVIEW**

Zoning Certification

**ZONING
ADMINISTRATION**

DATE: March 13, 2025

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

RE: ZONING CERTIFICATION

Name of Development: Marquez Plaza

Name of Owner/Applicant: Marquez Plaza, LLC

Name of Seller/Current Owner: MWW, LLC

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 to confirm proper zoning for the site of the Development. It is understood that this letter will be used by the Virginia Housing Development Authority solely to determine whether the Development qualifies for points available under VHDA's Qualified Allocation Plan for housing tax credit.

DEVELOPMENT DESCRIPTION:

Development Address:

1801 Richmond Hwy Richmond, VA 23224

Leal Description:

The proposed development is a well-designed five story building with 96 units of affordable housing for seniors aged 55 and up. The proposed project includes energy efficient design and will achieve Enterprise Green Communities certification. The proposed development includes amenities such as a fitness room, a bike storage room, a community room, a laundry lounge, and a rooftop terrace. The proposed development will serve tenants with incomes ranging from 40% to 80% of area median income.

Proposed Improvements:

Construction

New Construction:	# Units	<u>96</u>	# Buildings	<u>1</u>	Total Floor Area	<u>77,721</u>
Adaptive Reuse	# Units	<u> </u>	# Buildings	<u> </u>	Total Floor Area	<u> </u>
Rehabilitation:	# Units	<u> </u>	# Buildings	<u> </u>	Total Floor Area	<u> </u>

900 East Broad Street • Room 110 • Richmond, Virginia 23219 • (804) 646-6340 •

PDRZoningAdministration@rva.gov • RVA.gov Zoning Certification Rev.2024_1231.Docx

Zoning Certification, cont'd

Current Zoning: B-3 Business allowing a density of _____ units per

acre, and the following other applicable conditions: Subject to conditions of SUP-141098-2024

Other Descriptive Information:

LOCAL CERTIFICATION:

Check one of the following a 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 approved for non-conforming use. To the best of my knowledge, there are no zoning violations outstanding on this property, and no further zoning approvals and/or special use permits are required.



Signature

William C. Davidson

Printed Name

Zoning Administrator

Title of Local Official or Civil Engineer

(804) 646-6353

Phone

March 13, 2025

Date

INTRODUCED: July 22, 2024

AN ORDINANCE No. 2024-203

To authorize the special use of the properties known as 1801 Richmond Highway, 1805 Richmond Highway, 1807 Richmond Highway, 1809 Richmond Highway, and 1817 Richmond Highway for the purpose of a mixed-use building, upon certain terms and conditions. (6th District)

Patron – Mayor Stoney (By Request)

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEP 9 2024 AT 6 P.M.

WHEREAS, the owner of the properties known as 1801 Richmond Highway, 1805 Richmond Highway, 1807 Richmond Highway, 1809 Richmond Highway, and 1817 Richmond Highway, which are situated in a B-3 General Business District, desires to use such properties for the purpose of a mixed-use building, which use, among other things, is not currently allowed by sections 30-438.3:1, concerning floor area and usable open space, 30-438.5, concerning height, 30-710.14, concerning internal landscaping requirements, and 30-730.2, concerning bicycle parking requirements, of the Code of the City of Richmond (2020), as amended; and

WHEREAS, in accordance with section 17.11 of the Charter of the City of Richmond (2020), as amended, it has been made to appear that, if granted subject to the terms and conditions

AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: SEP 9 2024 REJECTED: _____ STRICKEN: _____

set forth in this ordinance, the special use granted by this ordinance will not be detrimental to the safety, health, morals and general welfare of the community involved, will not tend to create congestion in streets, roads, alleys and other public ways and places in the area involved, will not create hazards from fire, panic or other dangers, will not tend to overcrowding of land and cause an undue concentration of population, will not adversely affect or interfere with public or private schools, parks, playgrounds, water supplies, sewage disposal, transportation or other public requirements, conveniences and improvements, and will not interfere with adequate light and air; and

WHEREAS, (i) the City Planning Commission has conducted a public hearing to investigate the circumstances and conditions upon which the Council is empowered to authorize such use, (ii) the City Planning Commission has reported to the Council the results of such public hearing and investigation and its recommendations with respect thereto, and (iii) the Council has conducted a public hearing on this ordinance at which the person in interest and all other persons have had an opportunity to be heard;

NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. **Finding.** Pursuant to section 30-1050.1 of the Code of the City of Richmond (2020), as amended, the Council hereby finds that the special use set forth in and subject to the terms and conditions of this ordinance will not (i) be detrimental to the safety, health, morals and general welfare of the community involved, (ii) tend to create congestion in streets, roads, alleys and other public ways and places in the area involved, (iii) create hazards from fire, panic or other dangers, (iv) tend to overcrowding of land and cause an undue concentration of population, (v) adversely affect or interfere with public or private schools, parks, playgrounds, water supplies, sewage disposal, transportation or other public requirements, conveniences and improvements, or

(vi) interfere with adequate light and air.

§ 2. Grant of Special Use Permit.

(a) Subject to the terms and conditions set forth in this ordinance, the properties known as 1801 Richmond Highway, 1805 Richmond Highway, 1807 Richmond Highway, 1809 Richmond Highway, and 1817 Richmond Highway and identified as Tax Parcel Nos. S007-1527/001, S007-1527/003, S007-1527/004, S007-1527/005, and S007-1527/006, respectively, in the 2024 records of the City Assessor, being more particularly shown on a survey entitled “Consolidation Plat, Five (5) Parcels Containing 0.836 Acre of Land Known as #1801 - #1817 Richmond Highway, Being Parcels: S007-1527/001, S007-1527/003, S007-1527/004, S007-1527/005 & S007-1527/006, City of Richmond, Virginia,” prepared by Balzer & Associates, and dated June 7, 2022, a copy of which is attached to and made a part of this ordinance, hereinafter referred to as “the Property,” is hereby permitted to be used for the purpose of a mixed-use building, hereinafter referred to as “the Special Use,” substantially as shown on the plans entitled “Marquez Plaza, 1805 Richmond HWY, Richmond, VA 23224,” prepared by Baskervill, and dated December 21, 2023, and the plans entitled “Marquez Plaza,” prepared by SilverCore, dated October 27, 2023, and last revised April 19, 2024, hereinafter referred to, collectively, as “the Plans,” copies of which are attached to and made a part of this ordinance.

(b) The adoption of this ordinance shall constitute the issuance of a special use permit for the Property. The special use permit shall inure to the benefit of the owner or owners of the fee simple title to the Property as of the date on which this ordinance is adopted and their successors in fee simple title, all of which are hereinafter referred to as “the Owner.” The conditions contained in this ordinance shall be binding on the Owner.

§ 3. Special Terms and Conditions. This special use permit is conditioned on the following special terms and conditions:

(a) The Special Use of the Property shall be as a mixed-use building containing up to 96 dwelling units with a minimum of 3,720 square feet of commercial space, substantially as shown on the Plans.

(b) No fewer than 45 off-street parking spaces shall be provided for the Special Use, substantially as shown on the Plans.

(c) The height of the Special Use shall not exceed six stories, substantially as shown on the Plans.

(d) All building materials, elevations, and site improvements shall be substantially as shown on the Plans.

(e) All mechanical equipment serving the Property shall be located or screened so as not to be visible from any public right-of-way.

§ 4. **Supplemental Terms and Conditions.** This special use permit is conditioned on the following supplemental terms and conditions:

(a) All required final grading and drainage plans, together with all easements made necessary by such plans, must be approved by the Director of Public Utilities prior to the issuance of the building permit.

(b) Storm or surface water shall not be allowed to accumulate on the land. The Owner, at its sole cost and expense, shall provide and maintain at all times adequate facilities for the drainage of storm or surface water from the Property so as not to adversely affect or damage any other property or public streets and the use thereof.

(c) Facilities for the collection of refuse shall be provided in accordance with the requirements of the Director of Public Works. Such facilities shall be located or screened so as not to be visible from adjacent properties and public streets.

(d) Any encroachments existing, proposed on the Plans or contemplated in the future shall require separate authorization and shall be subject to the applicable provisions of the Code of the City of Richmond (2020), as amended, and all future amendments to such laws.

(e) The Owner shall make improvements within the right-of-way, including the installation of new sidewalk, seven street trees, and additional buffer elements along Richmond Highway, substantially as shown on the Plans, which improvements may be completed in one or more phases as approved by the Director of Public Works. All improvements and work within the public right-of-way shall be (i) completed in accordance with the requirements of the Director of Public Works, (ii) considered completed only upon written confirmation by the Director of Public Works or his designee that such improvements and work are in accordance with such requirements, and (iii) transferred to the City, following the written confirmation by the Director of Public Works, or his designee, pursuant to a transfer of interest document approved as to form by the City Attorney and accepted by the Chief Administrative Officer or the designee thereof on behalf of the City. The Chief Administrative Officer or the designee thereof, for and on behalf of the City, is hereby authorized to accept, in the manner for which this subsection provides, all improvements and work required by and meeting the requirements of this subsection. The final certificate of occupancy shall not be issued for the Property until all requirements of this subsection are fully satisfied.

(f) In all other respects, the use of the Property shall be in accordance with the applicable underlying zoning regulations.

§ 5. **General Terms and Conditions.** This special use permit is conditioned on the following general terms and conditions:

(a) No permit implementing this special use permit shall be approved until satisfactory evidence has been presented to the Zoning Administrator that any delinquent real estate taxes applicable to the Property have been paid.

(b) The Owner shall be bound by, shall observe and shall comply with all other laws, ordinances, rules and regulations applicable to the Property, except as otherwise expressly provided in this ordinance.

(c) Words and phrases used in this ordinance shall be interpreted to have the meanings ascribed to them by section 30-1220 of the Code of the City of Richmond (2020), as amended, unless the context clearly indicates that a different meaning is intended.

(d) Notwithstanding any other provision of law, this special use permit is being approved due, in part, to the mitigating effects of each and every condition attached hereto; consequently, if any portion of this ordinance is determined to be invalid for any reason by a final, non-appealable order of any Virginia or federal court of competent jurisdiction, the invalidity shall cause the entire ordinance to be void and of no further effect from the effective date of such order.

(e) The privileges granted by this ordinance may be revoked pursuant to the provisions of sections 30-1050.7 through 30-1050.11 of the Code of the City of Richmond (2020), as amended, and all future amendments to such laws. Failure to comply with the terms and conditions of this ordinance shall constitute a violation of section 30-1080 of the Code of the City of Richmond (2020), as amended, and all future amendments to such law, or any other applicable laws or regulations.

(f) When the privileges granted by this ordinance terminate and the special use permit granted hereby becomes null and void, whether as a result of the Owner relinquishing this special use permit in a writing addressed to the Director of Planning and Development Review or otherwise, use of the Property shall be governed thereafter by the zoning regulations prescribed for the district in which the Property is then situated.

§ 6. **Implementation.** The Commissioner of Buildings is authorized to issue a building permit substantially in accordance with the Plans for the Special Use subject to the terms and

§ 7. **Effective Date.** This ordinance shall be in force and effect upon adoption.

CITY ATTORNEY'S OFFICE

Carlin D. Reed

7



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2024-0595

File ID: Admin-2024-0595

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department: Richmond Dept of Planning & Development. Review

Cost:

File Created: 06/07/2024

Subject:

Final Action:

Title:

Internal Notes:

Code Sections:

Agenda Date: 07/22/2024

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin-2024-0595 - APPLICATION DOCS,
Admin-2024-0595 - AATF Ordinance

Enactment Number:

Contact:

Introduction Date:

Drafter: jonathan.brown@richmondgov.com

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/17/2024	Matthew Ebinger	Approve	7/19/2024
1	2	7/17/2024	Kris Daniel-Thiem - FYI	Notified - FYI	
1	3	7/17/2024	Kevin Vonck	Approve	7/24/2024
1	4	7/17/2024	Alecia Blackwell - FYI	Notified - FYI	
1	5	7/17/2024	Sharon Ebert	Approve	7/19/2024
1	6	7/17/2024	Caitlin Sedano - FYI	Notified - FYI	
1	7	7/18/2024	Jeff Gray	Approve	7/19/2024
1	8	7/18/2024	Lincoln Saunders	Approve	7/22/2024
1	9	7/18/2024	Mayor Stoney	Approve	7/22/2024

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File Admin-2024-0595

City of Richmond
Intracity Correspondence

O&R Transmittal

DATE: July 17, 2024

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor (by request)
(This is no way reflects a recommendation on behalf of the Mayor)

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer

THROUGH: Sharon L. Ebert, Deputy Chief Administrative Officer for Economic Development
and Planning

FROM: Kevin J. Vonck, Director of Planning & Development Review

RE: To authorize the special use of the properties known as 1801 Richmond Highway, 1805 Richmond Highway, 1807 Richmond Highway, 1809 Richmond Highway, and 1817 Richmond Highway for the purpose of a mixed-use building, upon certain terms and conditions.

ORD. OR RES. No.

PURPOSE: The applicant is requesting a Special Use Permit to authorize a mixed-use building, including up to 69 dwelling units, a minimum of 3,720 square feet of commercial space, and off-street parking, within a B-3 General Business Zoning District. These uses, among other things, are not currently permitted by sections 30-438.5, 30-438.3:1, 30-710.14(2) and 30-730.2, regarding building height, usable open space, landscaping within parking areas, and long-term bicycle parking, respectively, of the Code of the City of Richmond (2024). A Special Use Permit is therefore required.

BACKGROUND: The property is located in the Bellemeade neighborhood on Richmond Highway between Webber and Royall Avenues. The properties are currently a combined 36,287 sq. ft. (.81

acre) improved parcels of land, including a paved parking lot constructed in 2014.

The City's Richmond 300 Master Plan designates a future land use for the subject property Corridor Mixed Use, which is defined as uses "Found along major commercial corridors and envisioned to provide for medium- to medium-high-density pedestrian- and transit-oriented development." Intensity: Buildings generally ranging from two to ten stories, based on street widths and depending on the historic context and stepping down in height adjacent to residential areas. New buildings that are taller than historical buildings should step back from the build-to line after matching the height of the predominant cornice line of the block. Primary Uses: Retail/office/personal service, multi-family residential, cultural, and open space. Secondary Uses: Single-family houses, institutional, and government. (p. 60)

The current zoning for this property is B-3 General Business District. Properties to the east are mostly zoned R-5 Single-family Residential District and those to the West are generally zoned M-1 Light Industrial District. The area is primarily small, commercial uses with an historic pattern of automobile dependency. The proposed density of the parcel is 69 units upon .81 acres, or 85 units per acre.

COMMUNITY ENGAGEMENT: The Bellemeade Civic Association was notified of the application; additional community notification will take place after introduction.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: None

FISCAL IMPACT: The Department of Planning and Development Review does not anticipate any impact to the City's budget for this or future fiscal years.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: July 22, 2024

CITY COUNCIL PUBLIC HEARING DATE: September 9, 2024

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Planning Commission, September 3, 2024

AFFECTED AGENCIES: Office of Chief Administrative Officer

Law Department (for review of draft ordinance)

RELATIONSHIP TO EXISTING ORD. OR RES.: None

ATTACHMENTS: Draft Ordinance, Application Form, Applicant's Report, Plans, Survey, Map

STAFF: Jonathan Brown, Senior Planner, Land Use Administration (Room 511) 646-5734



Application for **SPECIAL USE PERMIT**

Department of Planning and Development Review
Land Use Administration Division
900 E. Broad Street, Room 511
Richmond, Virginia 23219
(804) 646-6304
<http://www.richmondgov.com/>

Application is hereby submitted for: (check one)

- ☒ **special use permit, new**
☐ **special use permit, plan amendment**
☐ **special use permit, text only amendment**

Project Name/Location

Property Address: Royall Ave and Richmond Hwy Date: 12/20/2023
Parcel I.D. #: S0071527001, 003,004,005,006 Fee: 2,400
Total area of affected site in acres: .9 AC +/-

(See **page 6** for fee schedule, please make check payable to the "City of Richmond")

Zoning

Current Zoning: B-3

Richmond 300 Land Use Designation: Corridor Mixed-Use

Proposed Use

(Please include a detailed description of the proposed use in the required applicant's report)

Existing Use: vacant land

Is this property subject to any previous land use cases?

Yes ☐ No ☒ If Yes, please list the Ordinance Number: _____

Applicant/Contact Person: Tarvaris J. McCoy

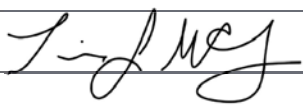
Company: Marquez Plaza LLC
Mailing Address: 535 N 2nd Street Suite 100
City: Richmond State: VA Zip Code: 23219
Telephone: (804) 3812501 Fax: ()
Email: tjmccoy@therealmccoycos.com

Property Owner: MWW LLC

If Business Entity, name and title of authorized signee: Tarvaris J. McCoy, Manager

(The person or persons executing or attesting the execution of this Application on behalf of the Company certifies that he or she has or have been duly authorized and empowered to so execute or attest.)

Mailing Address: 927 Hull Street
City: Richmond State: VA Zip Code: 23225
Telephone: (804) 325-3797 Fax: ()
Email: tjmccoy@therealmccoycos.com

Property Owner Signature: 

The names, addresses, telephone numbers and signatures of all owners of the property are required. Please attach additional sheets as needed. If a legal representative signs for a property owner, please attach an executed power of attorney. **Faxed or photocopied signatures will not be accepted.**

NOTE: Please attach the required plans, checklist, and a check for the application fee (see Filing Procedures for special use permits)

Applicant's Report

1801 Richmond Highway (SUP-141098-2024)

The applicant is proposing to develop a mixed-use building on the site to include approximately 96 units of housing for seniors and approximately 3,000 square feet of commercial space. The proposed development is a well-designed, amenity-rich offering for seniors. The applicant requests the following conditions in with regard to the subject property

Zoning and Use:

The applicant understands that a Plan of Development is required for the construction of any new building containing more than ten dwelling units and will complete the plan of development process.

B-3 Feature Requirements:

Sec. 30-438.3:1. – A usable open space ratio of not less than 0.25 is required. Usable open space ratio means the total square foot amount of usable open space on a lot or on a development site for each square foot of floor area on the lot or on the development site. **The total square footage of floor area is not provided on the plans; this requirement cannot be determined to be met.** Based on the site plan and the floor plans provided, this requirement does not appear to be met. The applicant requests zoning condition to be approved as drawn.

Sec. 30-438.5. - No building or structure shall exceed 35 feet in height in the B-3 General Business District. Additional height is permitted at a rate of 1' extra height for every 1' that all required yards are exceeded, up to 60' total height. The smallest yard exceeded is the front yard, where the building is set back ~3.5' from the front property line; therefore, the maximum height allowed for the building at the proposed location is 38.5'. **The height of the premanufactured shade structure is measured at ~68'; this requirement is not met.** The applicant requests a zoning condition to be approved as drawn.

Parking:

Sec. 30-730.2. – For 96 dwelling units, 24 long-term and 4 short-term bicycle parking spaces are required. **A long-term bicycle parking area is shown on the first floor, but the number of parking spaces is not shown or listed; this requirement cannot be determined to be met, although it appears that only 12 long-term bicycle parking spots are provided. No short-term bicycle parking spaces can be located on the plans; this requirement is not met.** The proposed development would provide 16 spaces in the long-term storage room and will provide eight additional bike storage units on the rear exterior of the building and short-term storage on the south exterior of the building. The applicant requests a zoning condition as drawn.

The request is to allow the applicant to build as represented in the attached plans. The use is very much aligned with the comprehensive and neighborhood plans for the area. The Richmond 300 Comprehensive Plan notes that the most appropriate

use for this site is Corridor Mixed-Use. Corridor mixed-use is identified in the following manner:

Found along major commercial corridors and envisioned to provide for medium- to medium-high-density pedestrian- and transit-oriented development. The building size, density, and zoning districts for these areas may vary significantly depending on historical densities and neighborhood characteristics. Future development should

generally complement existing context. Uses may be mixed horizontally in several buildings on a block or vertically within the same building. Developments continue introduce a gridded street pattern to increase connectivity. Ground floor uses engage with, and enliven, the street. Monolithic walls are discouraged, while windows, doors, storefronts, and other features that allow transparency and interaction between building and street are encouraged. Active commercial ground floor uses are required on street-oriented commercial frontages.

Pedestrian, bicycle, and transit access are prioritized and accommodated. Bike parking is provided. Driveway entrances are required to be off alleys whenever possible; new driveways are prohibited on priority and principal streets. Parking areas are located within the structure and to the rear of buildings and require screening; shared parking requirements are encouraged.

Intensity: Buildings generally ranging from two to ten stories, based on street widths and depending on the historic context and stepping down in height adjacent to residential areas. New buildings that are taller than historical buildings should step back from the build-to line after matching the height of the predominant cornice line of the block.

Primary Uses: Retail/office/personal service, multi-family residential, cultural, and open space.

Secondary Uses: Single-family houses, institutional, and government.

The applicant puts forth the proposed development as a medium to high density development in the type called for by the plan.

The site will not:

- a. be detrimental to the safety, health, morals and general welfare of the community involved;

Why- The proposed use is very much aligned with the vision and planning of the City of Richmond

- b. tend to create congestion in streets, roads, alleys and other public ways and places in the area involved;

- a. Why- The addition of this development fits well within the ideal uses for the site. Additionally, the development provides entry from the alley way not from Richmond Hwy

- c. create hazards from fire, panic or other dangers;

- a. Why – There is a minimal level of fire risk associated with any development. There is no additional risk associated with this application. Furthermore, the sprinklered building is well protected against fire.

- d. tend to cause overcrowding of land and an undue concentration of population;

- a. Why- The proposed density is aligned with density desired across the neighborhood per the Richmond 300 plan. No overcrowding is proposed as a result of the application.

- e. adversely affect or interfere with public or private schools, parks, playgrounds, water supplies, sewage disposal, transportation or other public requirements, conveniences and improvements; or
 - a. Why- the affect of the construction on the public infrastructure will be minimal. Any temporary disruptions or redirections will be coordinated with the city appropriately and approved where necessary
- f. interfere with adequate light and air.
 - a. Why – The project does not interfere with adequate air and light

The development has been discussed in detail with city staff and updated prior to submission to be even more aligned with the city's vision and direction for the neighborhood. Overall, the project will be a great benefit and serve as a catalyst for the growth and positive development of the neighborhood.

MARQUEZ PLAZA, LLC

MARQUEZ PLAZA

1805 RICHMOND HWY
RICHMOND, VA 23224

OWNER / CLIENT

MARQUEZ PLAZA, LLC
927 HULL STREET
RICHMOND, VA 23224
CONTACT: KELVIN HANSON

CIVIL ENGINEER

SILVERCORE
7110 FOREST AVE
RICHMOND, VA 23226
804-282-6900
WWW.SILVERCORE.US
CONTACT: STEVE KING

ARCHITECTURE / INTERIORS / MEP

BASKERVILL
1051 E CARY ST., SUITE 200 (23219)
RICHMOND, VA 23218-0400
+1 804 343 1010
WWW.BASKERVILL.COM
CONTACT: SONNY JOY-HOGG



RICHMOND HWY 3D VIEW

VICINITY MAP



DESCRIPTION OF WORK

AN APPROXIMATELY 82,000 SQUAREFOOT, 5-STORY MULTIFAMILY BUILDING WITH ACCESSORY ASSEMBLY SPACE AND PUBLIC ACCESS RETAIL. THE RESIDENTIAL BUILDING IS DEFINED AS A 45-AGE RESTRICTED FACILITY, WITH 96 DWELLING UNITS.

SUP DRAWING INDEX

SHEET NO.	SHEET TITLE	REV NO.	REV DATE
T1.0	TITLE SHEET		
1	SCHEMATIC LAYOUT		
2	SCHEMATIC LANDSCAPE		
A1.1	1ST FLOOR PLAN		
A1.2	2ND-5TH FLOOR PLANS		
A1.3	ROOF PLAN		
A2.1	EXTERIOR ELEVATIONS		
A2.2	EXTERIOR ELEVATIONS & BUILDING SECTIONS		



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PROJECT NUMBER
2.220631.0

MARQUEZ PLAZA
1805 RICHMOND HWY
RICHMOND, VA 23224

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12/21/2023 -
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TITLE SHEET
T1.0



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7115 FOREST AVENUE - SUITE 204 RICHMOND, VA 23266 (804) 262-6900

MARQUEZ PLAZA

SCHEMATIC LAYOUT

OLD SOUTH DISTRICT CITY OF RICHMOND, VIRGINIA

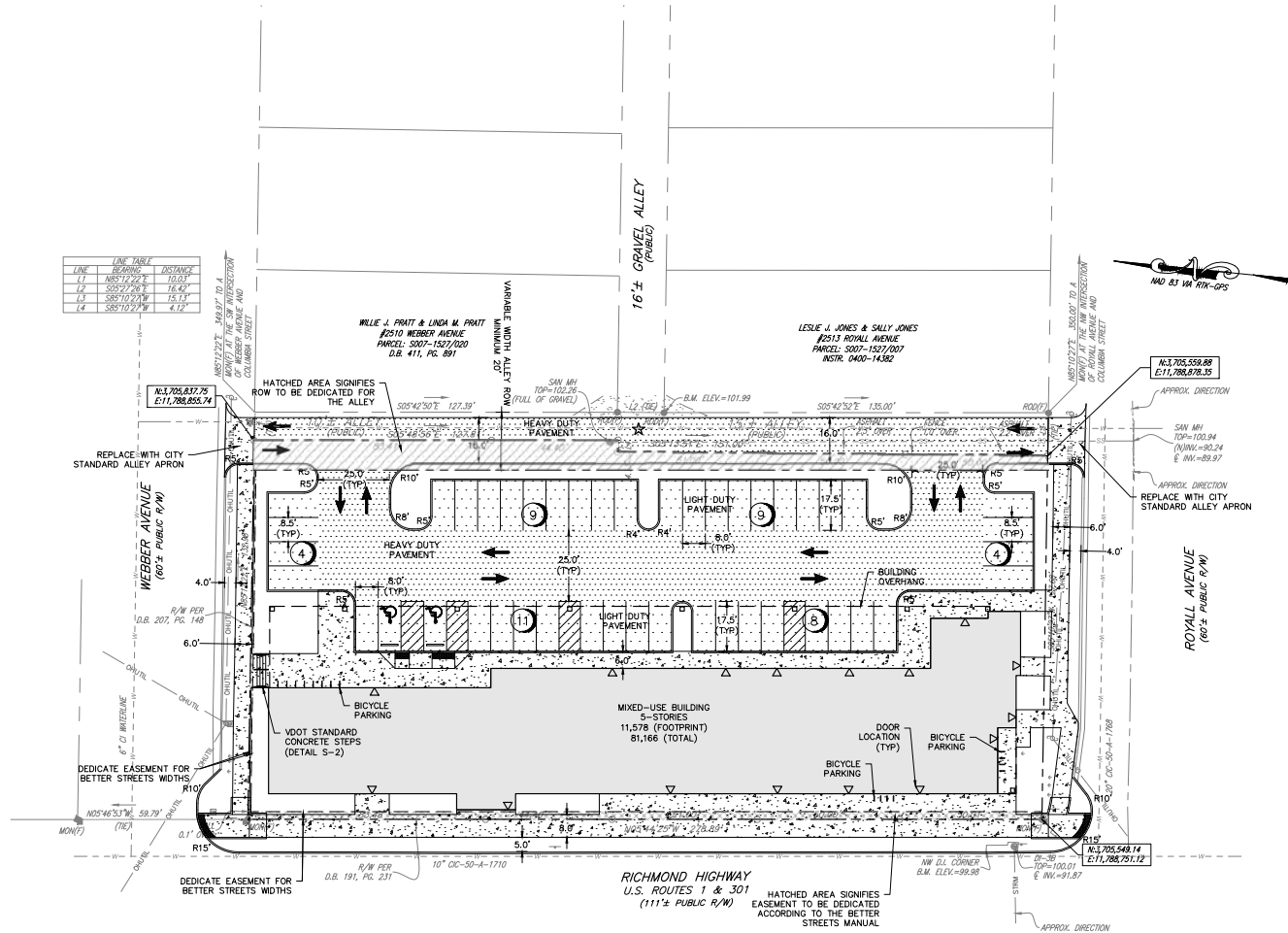
REV.	DATE	DESCRIPTION
1	2/28/24	SUP COMMENTS
2	4/19/24	SUP COMMENTS

DESIGN BY: Steve King
CHECKED BY: Jeff Stubb
DRAWING SCALE: 1"=20'
DATE: 10/27/2023

SHEET

1

JOB #:220564



TEXT LEGEND	SYMBOL LEGEND
(SQ.FT.) SQUARE FEET	[GAS METER]
(R/W) RIGHT OF WAY	[GUY WIRE]
(MON) MONUMENT	[MONITORING WELL]
(D.B.) DEED BOOK	[POWER TRANSFORMER]
(P.G.) PAGE	[SEWER MANHOLE]
(E/P) EDGE OF PAVEMENT	[SIGN POST]
LINETYPE LEGEND	[STORM MANHOLE]
--- BENCH	[TELEPHONE MANHOLE]
--- OVERHEAD UTILITIES	[UTILITY POLE]
--- FENCE	[WATER VALVE]
--- SANITARY SEWER (1/4")	
--- STORM SEWER (1/4")	

THE TOPOGRAPHICAL SURVEY SHOWN HEREON IS FROM A FIELD SURVEY COMPLETED UNDER THE DIRECT AND RESPONSIBLE CHARGE OF CHRISTOPHER M. FINLEY FROM AN ACTUAL GROUND SURVEY MADE UNDER HIS SUPERVISION THAT THE HANDED AND/OR ORIGINAL DATA WAS OBTAINED ON JUNE 4, 2022, AND THAT THIS PLAN, MAP OR DIGITAL GEOSPATIAL DATA INCLUDING METADATA MEETS MINIMUM ACCURACY STANDARDS UNLESS OTHERWISE NOTED.

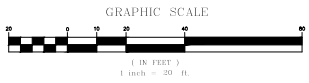
NO TITLE REPORT PROVIDED AS OF JUNE 7, 2022.

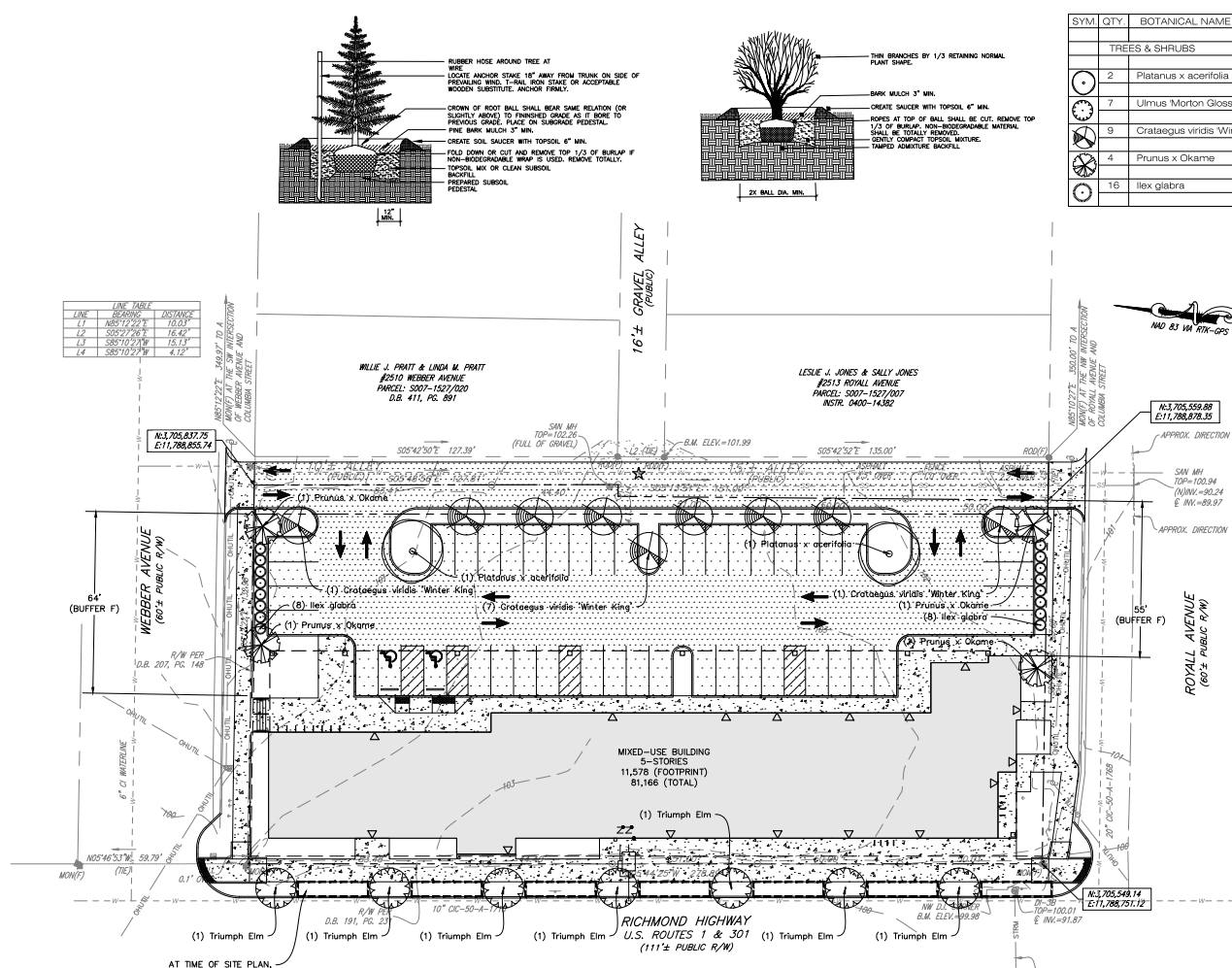
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO INFORMATION WHICH MAY BE DISCLOSED BY SUCH. NOT ALL EASEMENTS MAY BE SHOWN.

CONTOUR INTERVAL = 1 FOOT
HORIZONTAL DATUM = NAD 83
VERTICAL DATUM = NAVD 88

UNDERGROUND UTILITIES SHOWN HEREON BASED ON PAINTED MARKINGS FROM MISS UTILITY TICKETS #B215301032-006, #B215301046-006, #B215301067-006 & #B215301078-006 AND VISUAL FIELD EVIDENCE.

NOTE: SURFACE DATA IS UNAVAILABLE IN FENCED-IN AREA. FENCE AREA WAS LOOKED AT TIME OF SURVEY AND INACCESSIBLE.





TEXT LEGEND	
(S.F.T.)	SQUARE FEET
(R/W)	RIGHT OF WAY
(C)	COVERING
(M)	MONUMENT
(D.B.)	DEED BOOK
(P.C.)	PAGE
(P/P)	EDGE OF PAVEMENT
LINETYPE LEGEND	
---	OVERHEAD UTILITIES
---	FENCE
---	SANITARY SEWER (U/G)
---	STORM SEWER (U/G)

SYMBOL LEGEND	
⊠	GAS METER
⊙	GUY WIRE
⊙	MONITORING WELL
⊠	POWER TRANSFORMER
⊙	SEWER MANHOLE
⊙	SIGN POST
⊙	STORM MANHOLE
⊙	TELEPHONE MANHOLE
⊙	UTILITY POLE
⊙	WATER VALVE

THE TOPOGRAPHICAL SURVEY SHOWN HEREON IS FROM A FIELD SURVEY COMPLETED UNDER THE DIRECT AND RESPONSIBLE CHARGE OF CHRISTOPHER M. PALEY FROM AN ACTUAL GROUND SURVEY MADE UNDER HIS SUPERVISION THAT THE HIGHEST AND/OR ORIGINAL DATA WAS OBTAINED ON JUNE 4, 2022, AND THAT THIS PLAN, MAP OR DIGITAL ELEVATION DATA INCLUDING METADATA MEETS MINIMUM ACCURACY STANDARDS UNLESS OTHERWISE NOTED.

NO TITLE REPORT PROVIDED AS OF JUNE 7, 2022

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO INFORMATION WHICH MAY BE DISCLOSED BY SUCH. NOT ALL EASEMENTS MAY BE SHOWN.

CONTOUR INTERVAL = 1 FOOT
HORIZONTAL DATUM = NAD 83
VERTICAL DATUM = NAD 83

UNDERGROUND UTILITIES SHOWN HEREON BASED ON PRINTED MARKINGS FROM MISS UTILITY TICKETS #821530103-006, #821530104-006, #821530105-006 & #821530107-006 AND VISIBLE FIELD EVIDENCE.

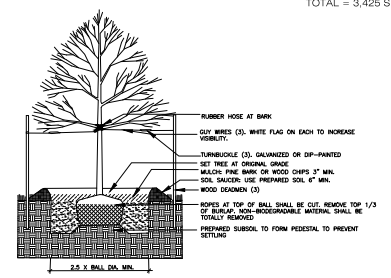
NOTE: SURFACE DATA IS UNAVAILABLE IN FENCED-IN AREA. FENCE AREA WAS LOOKED AT TIME OF SURVEY AND INACCESSIBLE.

PERIMETER BUFFERS	
WEBBER AVENUE (64'LF)	
REQUIRED:	1 TREE PER 50 LF; 2 TREES
	4 SHRUBS PER 50 LF; 8 SHRUBS
PROVIDED:	2 TREES
	8 SHRUBS
ROYALL AVENUE (55'LF)	
REQUIRED:	1 TREE PER 50 LF; 2 TREES
	4 SHRUBS PER 50 LF; 8 SHRUBS
PROVIDED:	2 TREES
	8 SHRUBS
RICHMOND HIGHWAY (279'LF)	
PROVIDED:	7 TREES (40' SPACING)

INTERNAL LANDSCAPING REQUIREMENTS:
TREE COVERAGE REQUIREMENTS:
REQUIRED: 30 SF PER PARKING SPACE(45 SPACES)=1,350 SF
PROVIDED: 1,525 SF

PLANT LIST

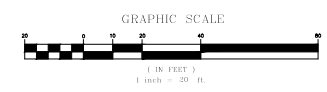
SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COVER	REMARKS
TREES & SHRUBS						
2		Platanus x acerifolia	London Plane Tree	2.5' CAL.	200 SF	200 X 2 = 400 SF
7		Ulmus 'Morton Glossy'	Triumph Elm	2.5' CAL.	200 SF	200 X 7 = 1,400 SF
9		Crataegus viridis 'Winter King'	Winter King Hawthorn	2.0' CAL.	125 SF	125 X 9 = 1,125 SF
4		Prunus x Okame	Okame Cherry	2.0' CAL.	125 SF	125 X 4 = 500 SF
16		Ilex glabra	Inkberry Holly	24" MIN.		
TOTAL =						3,425 SF



- GENERAL NOTES:**
- 1) ALL PLANTING SHALL BE IN ACCORDANCE WITH PROJECT DOCUMENTS.
 - 2) SIZE OF PLANTS INDICATED ON THIS SUMMARY SHEET REFER TO SIZE OF PLANTS DELIVERED TO THE PROJECT SITE.
 - 3) THE CONTRACTOR SHALL WATER ALL LIVING TREES DURING THE WARRANTY PERIOD. SEE WATERING SCHEDULE BELOW.
 - 4) LOCATION OF PLANT MATERIALS SHOWN ON THE PLANS ARE APPROXIMATE AND SHALL BE ADJUSTED AS REQUIRED FOR CHANGES DUE TO ACTUAL FIELD CONDITIONS WHEN DIRECTED BY THE LANDSCAPE ARCHITECT.
 - 5) ON CENTER SPACING OF PLANT MATERIAL SHALL BE INDICATED IN THE LANDSCAPE SUMMARY OR PLAN, UNLESS OTHERWISE DIRECTED BY THE LANDSCAPE ARCHITECT.
 - 6) THE LOCATION OF ALL PLANT MATERIAL SHALL BE STAKED IN THE FIELD BY THE CONTRACTOR FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO EXCAVATION OF PLANTING PITS AND/OR BEDS AND INSTALLATION OF ANY PLANT MATERIAL.
 - 7) THE MULCHING MATERIAL FOR THIS PROJECT SHALL BE SHREDDED HARDWOOD BARK.

- WATERING SCHEDULE:**
- 1) DURING THE ESTABLISHMENT PERIOD THE CONTRACTOR SHALL WATER EACH PLAN WITH THE FOLLOWING MINIMUM QUANTITIES OF WATER FOR EACH WATERING, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
 - DECIDUOUS TREES OVER 10' HT. -12 GALLONS PER UNIT
 - DECIDUOUS TREES 10' HT. OR LESS -6 GALLONS PER UNIT
 - EVERGREEN TREES -8 GALLONS PER UNIT
 - 2) THE CONTRACTOR SHALL WATER ALL LIVING PLANTS EVERY 4 WEEKS DURING THE PERIOD BETWEEN APRIL 1 AND MAY 31, EVERY 2 WEEKS DURING THE PERIOD BETWEEN JUNE 1 AND SEPTEMBER 30, EVERY 4 WEEKS DURING THE PERIOD BETWEEN OCTOBER 1 AND NOVEMBER 30.

- TREE CARE NOTES:**
- 1) APPLICABLE COUNTY TREE PLANTING SPECIFICATIONS SHALL BE FOLLOWED.
 - 2) ALL TREES TO MEET ANSI Z160 STANDARDS.
 - 3) ALL TREES SPECIFIED ARE BALLED AND BURLAPED. CONTAINER TREES ARE CONSIDERED SUBSTITUTES AND REQUIRE LANDSCAPE ARCHITECT APPROVAL PRIOR TO PLANTING.
 - 4) STAKES MUST BE REMOVED WITHIN 1 YEAR OF PLANTING.
 - 5) WHEN A BRANCH, STEM, OR LIMB IS BROKEN A CLEAN CUT AT THE SITE SHALL BE MADE.
 - 6) DEBRIS AND OTHER MATERIAL MAY NOT BE PLACED OR STORED AT THE BASE OF A TREE OR ANYWHERE OUTSIDE THE LIMIT OF WORK.
 - 7) DRIVING OR PARKING HEAVY EQUIPMENT ON THE BASE OF TREES SHALL BE AVOIDED WHENEVER POSSIBLE.
 - 8) STUMPS SHALL BE CUT AS CLOSE TO THE GROUND AS POSSIBLE.
 - 9) LANDSCAPE ARCHITECT SHALL APPROVE LOCATION OF ALL TREE PROTECTION FENCE.
 - 10) NO LARGE TREES SHALL BE PLANTED BENEATH WIRES.
 - 11) MINIMUM BRANCH HEIGHT FOR ALL TREES SHALL BE 2' ABOVE GRADE.



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SCHEMATIC LANDSCAPE

MARQUEZ PLAZA

CITY OF RICHMOND, VIRGINIA

OLD SOUTH DISTRICT

REV.	DATE	DESCRIPTION
1	2/28/24	SUP COMMENTS
2	4/19/24	SUP COMMENTS

DESIGN BY: Steve King
CHECKED BY: Jeff Slab
DRAWING SCALE: 1"=20'
DATE: 10/27/2023

SHEET
2

JOB #:220564

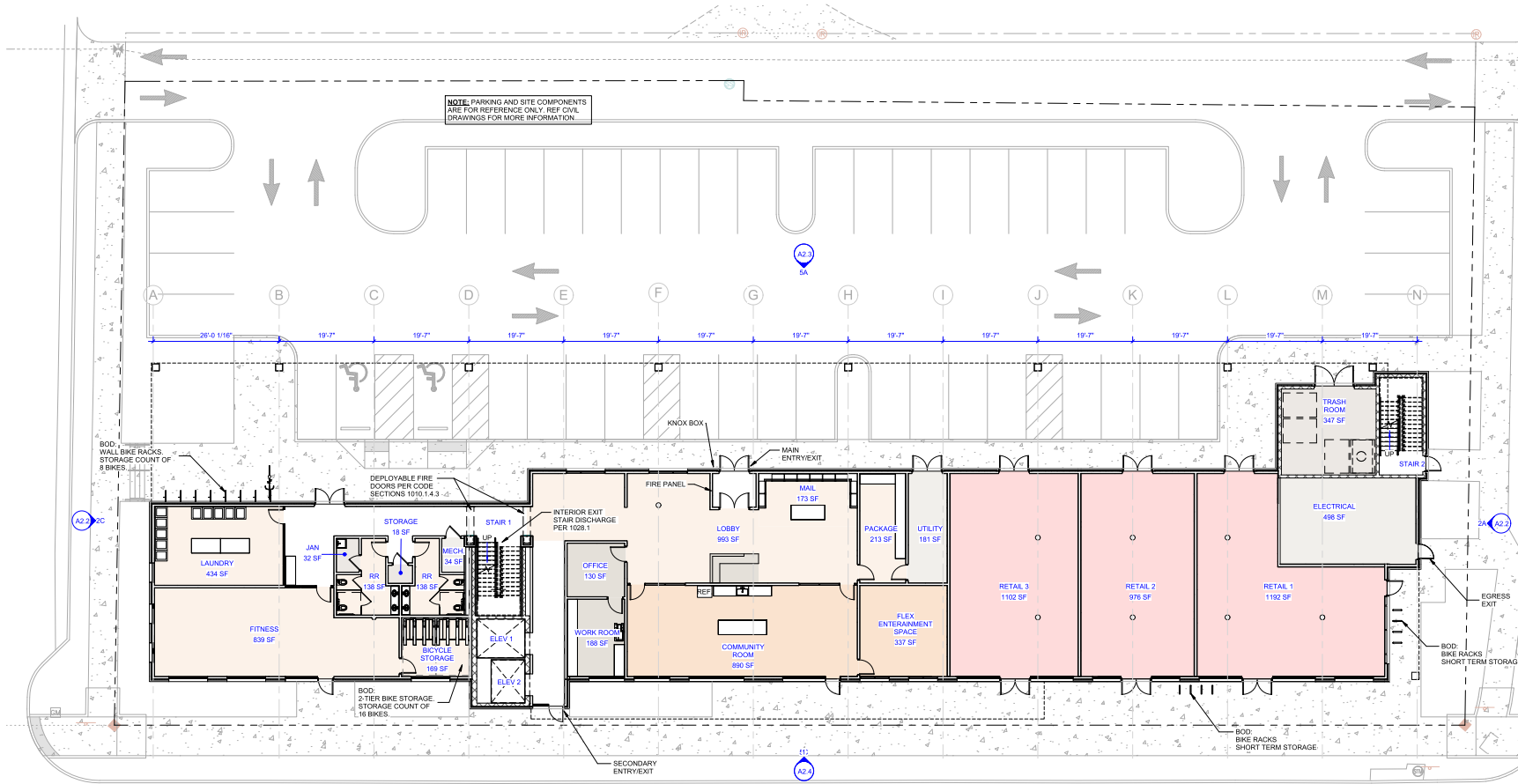
OPEN SPACE AREA - CH. 30 - ZONING

BUILDING FLOOR AREA RATIO PER ZONING SEC. 30-1220.35
LEVEL 1 = 6,868 SF
LEVEL 2 = 17,192 SF
LEVEL 3 = 17,163 SF
LEVEL 4 = 17,163 SF
LEVEL 5 = 17,163 SF
TOTAL = 75,549 SF

USABLE OPEN SPACE PER ZONING SEC. 30-1220.128
LEVEL 1 = 7,061 SF
LEVEL 2 = 112 SF
LEVEL 3 = 224 SF
LEVEL 4 = 224 SF
LEVEL 5 = 224 SF
ROOF = 0,275 SF
TOTAL = 14,150 SF

AREA/UNIT TYPE

- COMMUNITY AMENITY
- RESIDENT AMENITY
- CORRIDOR
- ACCESS
- LEASING OFFICE
- BOH
- UTILITY SPACE
- RETAIL



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PROJECT NUMBER
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MARQUEZ PLAZA
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RICHMOND, VA 23224

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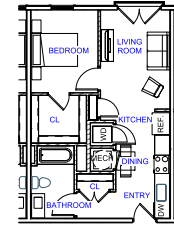
5A 1ST FLOOR PLAN
SCALE: 3/32" = 1'-0"



1ST FLOOR PLAN
A1.1

AREA/UNIT TYPE

- 1 BEDROOM
- 2 BEDROOM
- RESIDENT AMENITY
- CORRIDOR
- ACCESS
- BOH
- UTILITY SPACE
- STUDIO



2D ENLARGED PLAN - TYP 1 BED UNIT

SCALE: 1/8" = 1'-0" DRAWING REF: A1.2

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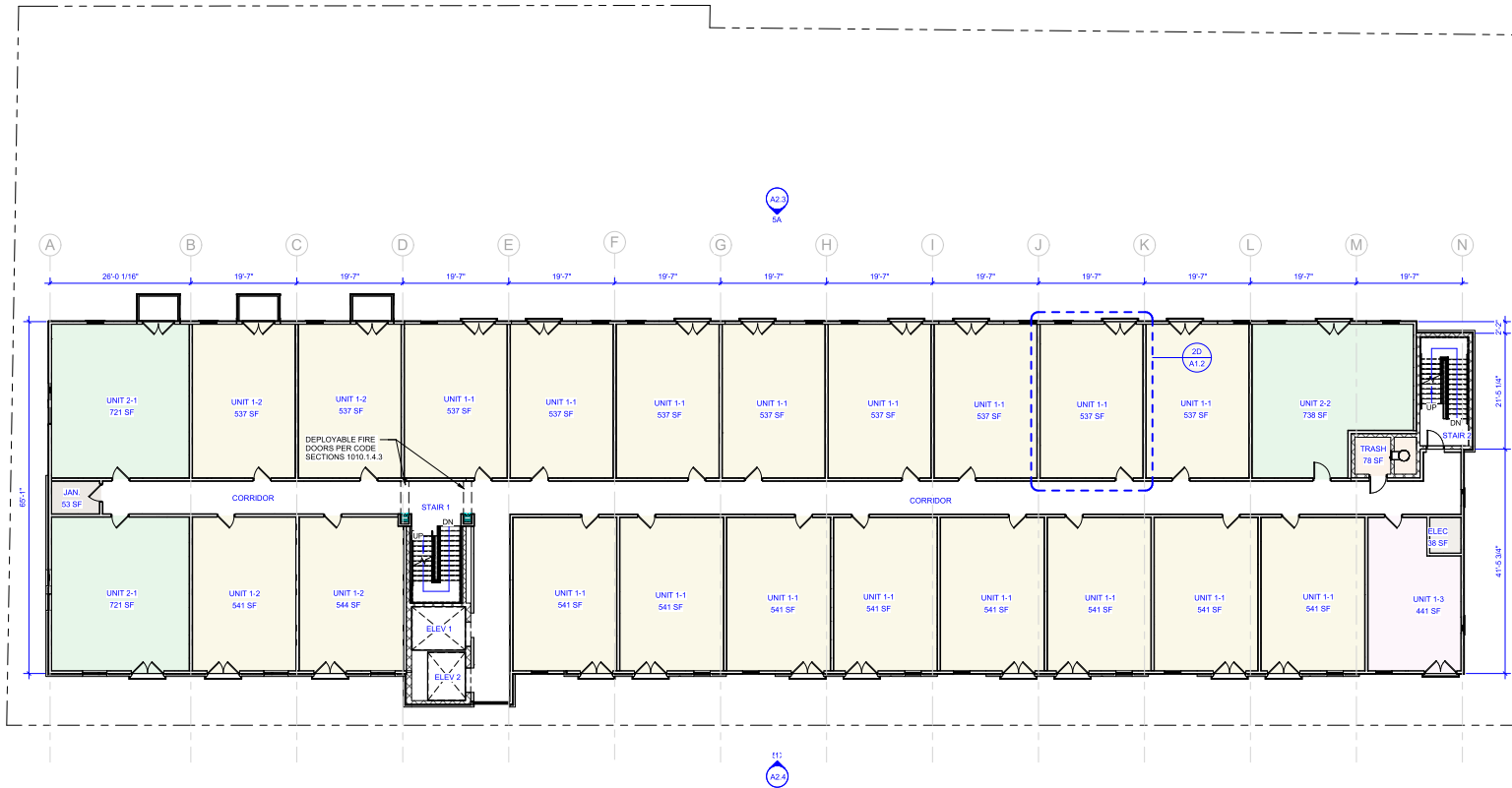
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PROJECT NUMBER
2.220631.0

MARQUEZ PLAZA
1805 RICHMOND HWY
RICHMOND, VA 23224

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2ND-5TH FLOOR PLANS
A1.2



5A 2ND FLOOR PLAN (3RD - 5TH FLOOR SIMILAR)

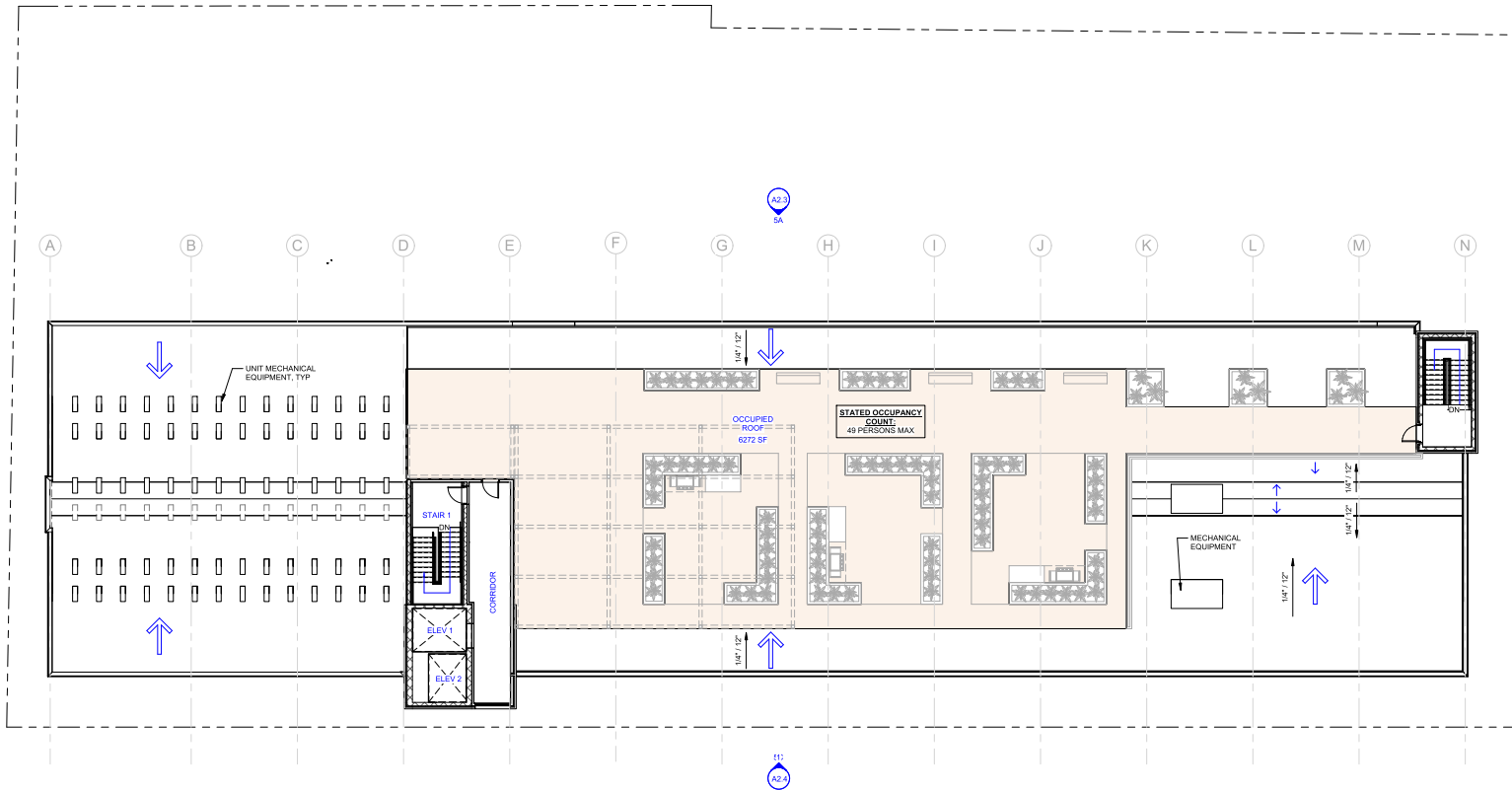
SCALE: 3/32" = 1'-0"

AREA/UNIT TYPE

- RESIDENT AMENITY
- ACCESS

ROOF LEGEND

- DIRECTION OF SLOPE IN STRUCTURE
- DIRECTION OF SLOPE IN INSULATION
- DIRECTION OF SLOPE IN CRICKET
- WALK PAD



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12/21/2023 -
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5A OVERALL ROOF & ROOF TERRACE PLAN

SCALE: 3/32" = 1'-0"

4/10/2024 3:32:48 PM C:\Users\ajoy-hogg\Documents\220631_Marquez Plaza_Arch_R23_ajoy-hogg.rvt



ROOF PLAN
A1.3



5C ELEVATION - SOUTH

SCALE: 3/32" = 1'-0"

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EXTERIOR ELEVATIONS
A2.1



5A ELEVATION - NORTH

SCALE: 3/32" = 1'-0"

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CONSTRUCTION

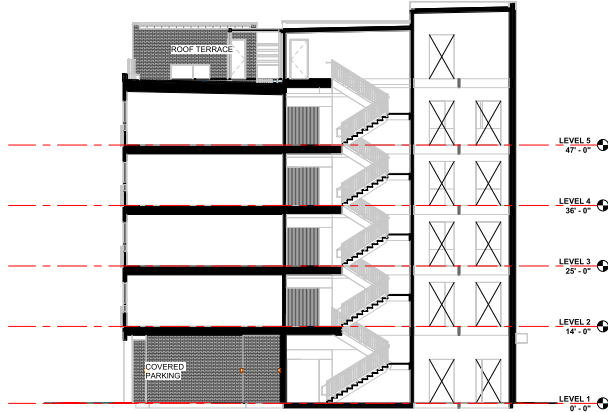
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PROJECT NUMBER
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MARQUEZ PLAZA
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ISSUE
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EXTERIOR ELEVATIONS &
BUILDING SECTIONS
A2.2



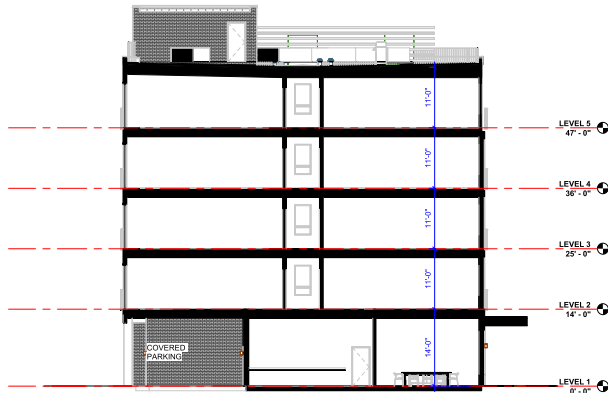
4C BUILDING SECTION 2

SCALE: 3/32" = 1'-0" DRAWING REF: A111



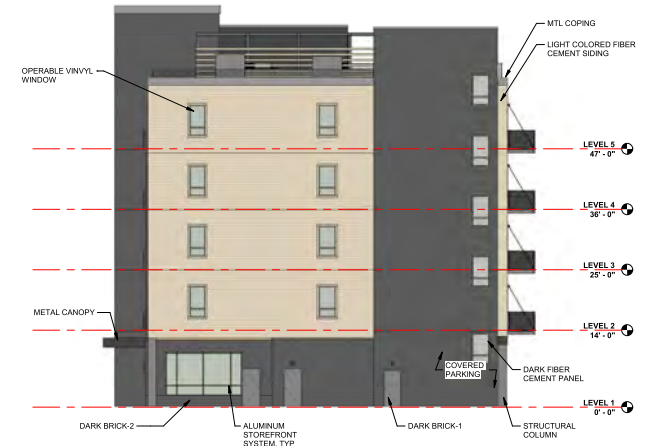
2C ELEVATION - WEST

SCALE: 3/32" = 1'-0"



4A BUILDING SECTION 1

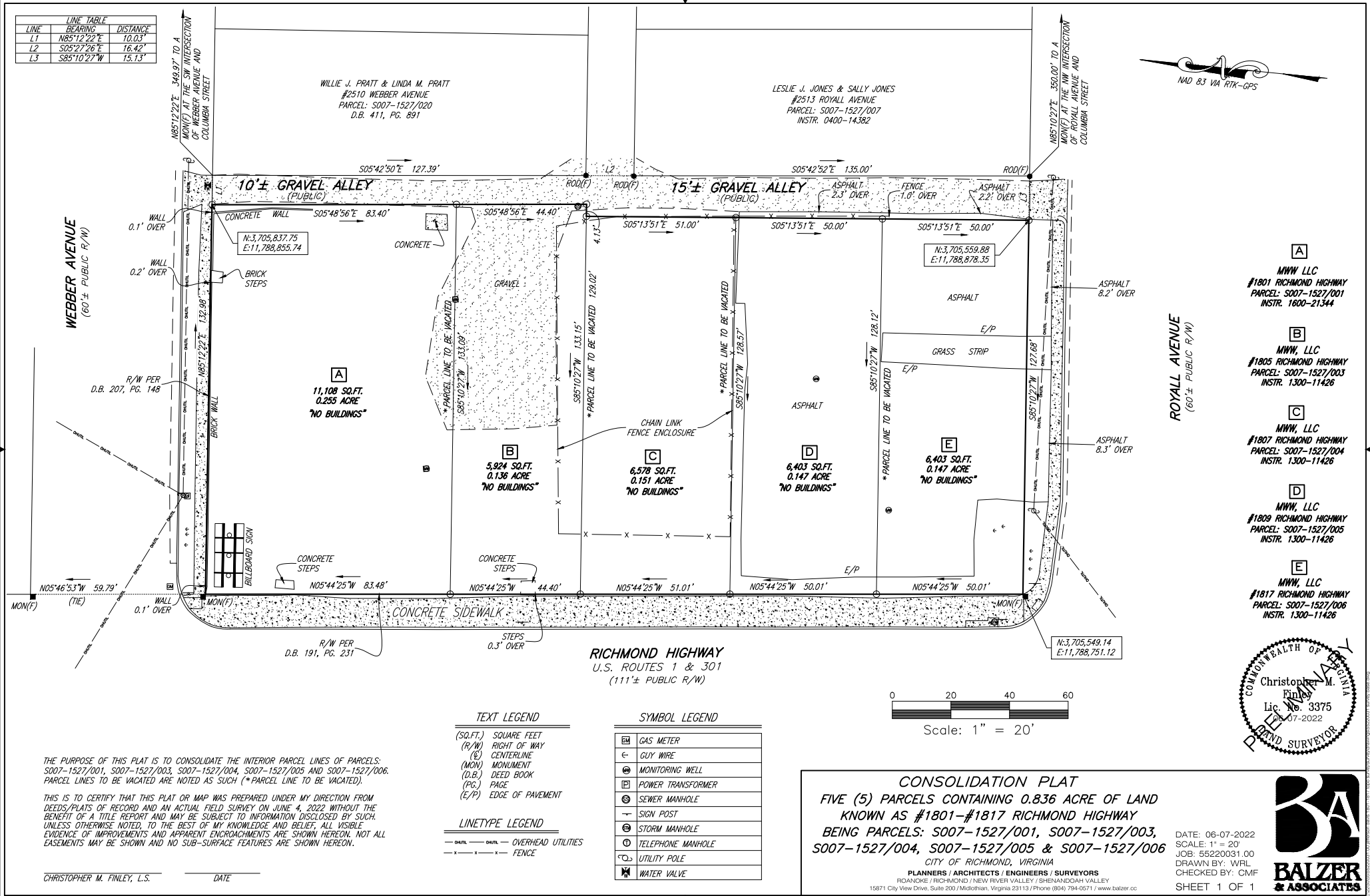
SCALE: 3/32" = 1'-0" DRAWING REF: A111



2A ELEVATION - EAST

SCALE: 3/32" = 1'-0"

LINE	BEARING	DISTANCE
L1	N85°12'22"E	10.03'
L2	S05°27'26"E	16.42'
L3	S85°10'27"W	15.13'



CHRISTOPHER M. FINLEY, L.S.

DATE



Tab H:

Attorney's Opinion (MANDATORY)

Attorney's Opinion Letter

(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 March 13, 2025 (Must be on or after the application date below)

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2025 9% Tax Credit Reservation Request (competitive 70% present value credits)

Name of Development: Marquez Plaza

Name of Owner: Marquez Plaza, LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 13, 2025 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

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

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

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("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.

Firm Name: McCandlish Holton, PC

A handwritten signature in black ink, appearing to read 'Peter L. Henderer', is written above a horizontal line.

By: Peter L. Henderer

Its: Director

Title: Director

Attorney's Opinion Letter

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 email the Tax Credit Allocation Department at TaxCreditApps@VirginiaHousing.com.

Attorney's Opinion Letter

(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 March 13, 2025 (Must be on or after the application date below)

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2025 9% Tax Credit Reservation Request (competitive 70% present value credits)

Name of Development _____

~~Name of Owner:~~ _____

: Marquez Plaza

Name of Owner: Marquez Plaza, LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 13, 2025 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

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1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.

2. ~~[Select One]~~

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

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

OR

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~~Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), the calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.~~

3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.

4. ~~[Select One]~~

4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.

OR

~~The information set forth in the Unit Details section of the Application form as to proposed rents exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.~~

5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.
6. ~~[Delete if inapplicable] The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low income housing.~~
7. ~~[Delete if inapplicable] The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.~~
8. ~~[Delete if inapplicable] It is more likely than not that the representations made under the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.~~
9. ~~[Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code 42(d)(2)(B) are not correct.~~
6. ~~[Deleted as inapplicable].~~
7. ~~[Deleted as inapplicable].~~
8. ~~[Deleted as inapplicable].~~
9. ~~[Deleted as inapplicable].~~

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

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority

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("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.

Firm Name _____

McCandlish Holton, PC



By _____

Peter L. Henderer

Its _____

Director

: Director _____ Title

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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)

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

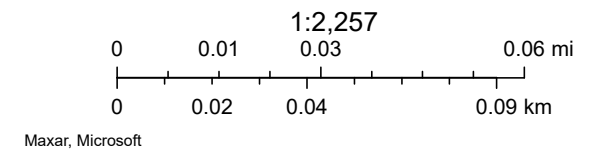
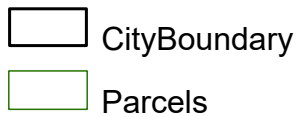
Tab K:

Documentation of Development Location:

Marquez Plaza - 1801 Richmond Hwy



3/13/2025, 10:22:43 AM



Citations appear in map service do not include Richmond. However, this map product is produced from a City of Richmond application source. The default map service is provided by ESRI and the City has no control over metadata tags appearing therein.

Tab K.1

Revitalization Area Certification

1801 Richmond Hwy Qualifies for Revitalization Area
Points due to its location in a Qualified Census Tract



MENU



2024 and 2025 Small DDAs and QCTs

Overview of 2024 and 2025 Small DDAs and QCTs

The 2025 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2025. The 2025 QCT designations use tract boundaries from the 2020 Decennial census. The 2025 metro DDAs use ZIP Code Tabulation Area (ZCTA) boundaries from the 2020 Decennial census. The designation methodology is explained in the [Federal Register notice](#) published September 9, 2024.

Current zoom: 14

Select Year:

☒ 2025 ☐ 2024

Select Layer(s):

☒ LIHTC Projects (Zoom 11+)

☒ FMR Outlines (Zoom 4+)

☒ Difficult Development Areas (Zoom 7+)

Non-Metro Difficult Development Areas

Small Difficult Development Areas

☒ Color QCT Qualified Tracts (Zoom 7+)

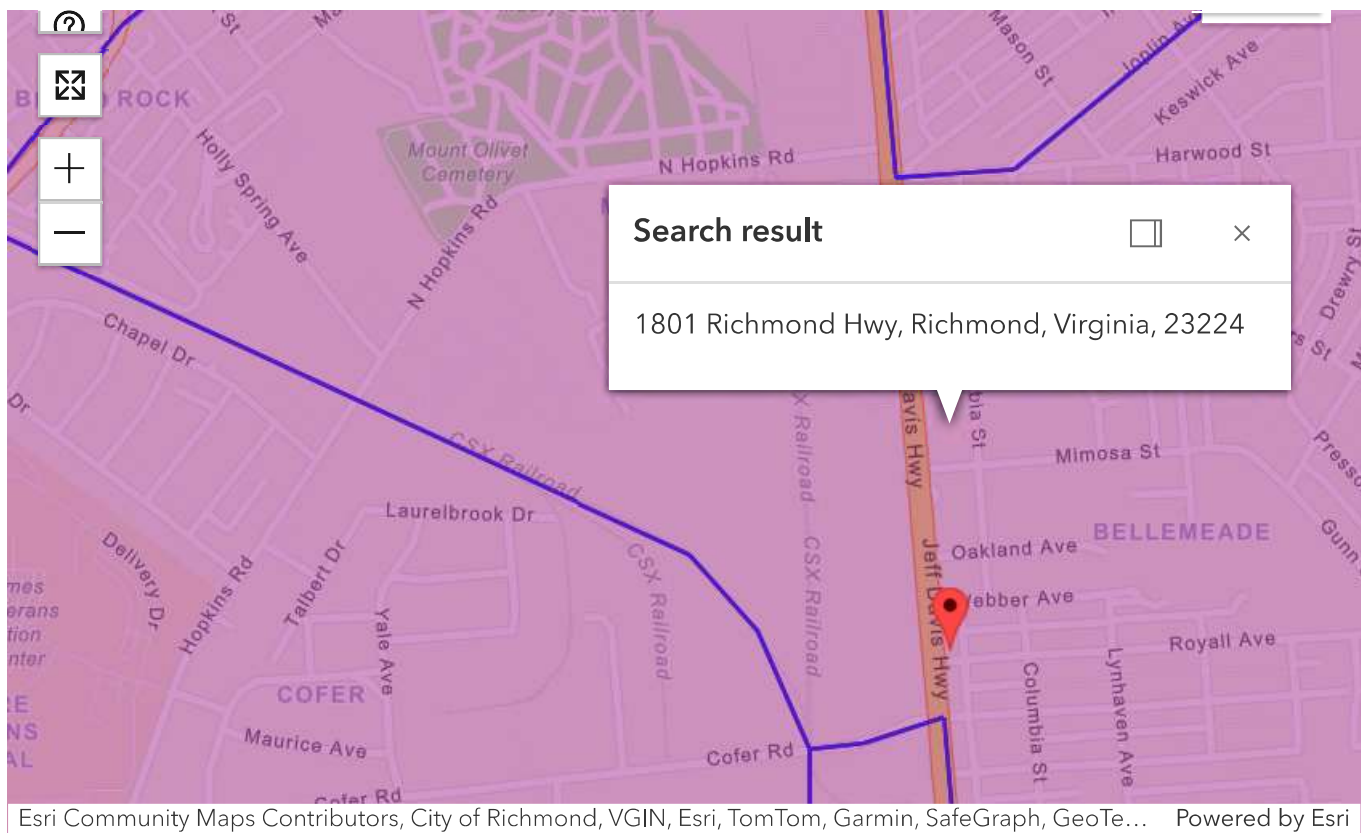


☒ Tracts Outline (Zoom 11+)



1801 Richmond Hwy, Rich





About PD&R

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[Organization Chart](#)
[PD&R Events](#)
[PD&R Guidelines & Brochures](#)
[HUD Secretary's Awards](#)
[Disclaimer of Liability and Endorsement](#)

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Note: Guidance documents, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. Guidance documents are intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

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HUD USER

P.O. Box 23268, Washington, DC 20026-3268

Toll Free: 1-800-245-2691

TDD: 1-800-927-7589

Local: 1-703-964-0670 **Fax:** 1-202-708-9981



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 at taxcreditapps@virginiahousing.com.

Date: March 13, 2025

TO: Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220 2025 Tax Credit Reservation Request
Name of Development Marquez Plaza
Name of Owner Marquez Plaza, LLC

RE:

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 ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; OR
- ☐ 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop or a public bus stop to be built in accordance with existing proffers. If the public bus stop is proffered, include copy of executed proffers with this form.

Firm Name SilverCore
By Steve King
Its Project Manager

Title

Tab L:

PHA / Section 8 Notification Letter

PHA or Section 8 Notification Letter

Date: March 11, 2025

To: RRHA
600 E Broad Street
Richmond, VA

Re: Proposed Affordable Housing Development
Name of Development: Marquez Plaza
Name of Owner: Marquez Plaza, 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 January 4, 2027 (date).

The following is a brief description of the proposed development:

Development Address: 1801 Richmond Hwy Richmond, VA 23224

Proposed improvements:

New Construction:	# Units	<u>96</u>	# Buildings	<u>1</u>
Adaptive Reuse	# Units	_____	# Buildings	_____
Rehabilitation:	# Units	_____	# Buildings	_____

Proposed Rents:

Efficiencies:	\$ <u>1,105.00</u> / month
1 Bedroom Units:	\$ <u>1,175.00</u> / month
2 Bedroom Units:	\$ <u>1,350.00</u> / month
3 Bedroom Units:	\$ _____ / month
4 Bedroom Units:	\$ _____ / month

Other Descriptive Information:

The proposed development is a well-designed five story building with 96 units of affordable housing for seniors aged 55 and up

The proposed project includes energy efficient design and will achieve Enterprise Green Communities certification.

The proposed project includes energy efficient design and will achieve Enterprise Green Communities certification. The

proposed development includes amenities such as a fitness room, a bike storage room, a community room, a laundry lounge, and a rooftop terrace

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 804.325.3795.

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

Sincerely yours.

Name Tarvaris J. McCoy

Title EVP

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

Seen and acknowledged by: Elaine Jackson

Printed Name: Elaine Jackson

Title: Interim AVP of HCVp/TSO

Phone: 804-780-3469

Date: 3-11-2025

Batch Information

	<u>Scanned</u>	<u>Processed</u>	<u>In Progress</u>	<u>Failed</u>	<u>Voided/Refunded</u>	<u>Resolved</u>	<u>Last Modified By:</u>	<u>Status:</u>
Number Of Items:	2	2	0	0	0	0	DWyatt	Completed
Total Amount:	\$875.00	\$875.00	\$0.00	\$0.00	\$0.00	\$0.00	<u>Processed Date:</u> 3/11/2025	<u>Description:</u> Dana Wyatt Batch 3/11/2025

Last Name	First Name	Bldg	Unit	Doc #	Item Amount	ACH/IRD	Status
Riley	Cameron	1014	109	19735810509	\$125.01	IRD	Success
Riley	Cameron	1014	109	19735810508	\$749.99	IRD	Success

Tab M:

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Tab N:

Homeownership Plan

NOT APPLICABLE

Tab O:

Plan of Development Certification Letter



DEPARTMENT OF
**PLANNING AND
DEVELOPMENT
REVIEW**

Plan of Development Certification

**ZONING
ADMINISTRATION**

DATE: March 13, 2025

TO: Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220
Attention: Phillip Cunningham

RE: PLAN OF DEVELOPMENT CERTIFICATION

Name of Development: Marquez Plaza
Name of Owner/Applicant: Marquez Plaza, LLC
Name of Seller/Current Owner: MWW, LLC

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:
1801 Richmond Hwy
Richmond, VA 23224

Legal Description:

The proposed development is a well-designed five story building with 96 units of affordable housing for seniors aged 55 and up. The proposed project includes energy efficient design and will achieve Enterprise Green Communities certification. The proposed development includes amenities such as a fitness room, a bike storage room, a community room, a laundry lounge, and a rooftop terrace. The proposed development will serve tenants with incomes ranging from 40% to 80% of area median income.

Plan of Development Number: **SUP-141098-2024**

900 East Broad Street • Room 110 • Richmond, Virginia 23219 • (804) 646-6340 •
PDRZoningAdministration@rva.gov • RVA.gov

Proposed Improvements:

New Construction:	# Units	<u>96</u>	# Buildings	<u>1</u>	Total Floor Area	<u>77,721</u>
Adaptive Reuse	# Units	<u> </u>	# Buildings	<u> </u>	Total Floor Area	<u> </u>
Rehabilitation:	# Units	<u> </u>	# Buildings	<u> </u>	Total Floor Area	<u> </u>

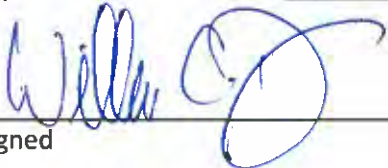
Other Descriptive Information:

LOCAL CERTIFICATION:

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: _____



Signed
William C. Davidson

Printed Name
Zoning Administrator

Title
804-646-6353

Phone
March 13, 2025

Date

INTRODUCED: July 22, 2024

AN ORDINANCE No. 2024-203

To authorize the special use of the properties known as 1801 Richmond Highway, 1805 Richmond Highway, 1807 Richmond Highway, 1809 Richmond Highway, and 1817 Richmond Highway for the purpose of a mixed-use building, upon certain terms and conditions. (6th District)

Patron – Mayor Stoney (By Request)

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEP 9 2024 AT 6 P.M.

WHEREAS, the owner of the properties known as 1801 Richmond Highway, 1805 Richmond Highway, 1807 Richmond Highway, 1809 Richmond Highway, and 1817 Richmond Highway, which are situated in a B-3 General Business District, desires to use such properties for the purpose of a mixed-use building, which use, among other things, is not currently allowed by sections 30-438.3:1, concerning floor area and usable open space, 30-438.5, concerning height, 30-710.14, concerning internal landscaping requirements, and 30-730.2, concerning bicycle parking requirements, of the Code of the City of Richmond (2020), as amended; and

WHEREAS, in accordance with section 17.11 of the Charter of the City of Richmond (2020), as amended, it has been made to appear that, if granted subject to the terms and conditions

AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: SEP 9 2024 REJECTED: _____ STRICKEN: _____

set forth in this ordinance, the special use granted by this ordinance will not be detrimental to the safety, health, morals and general welfare of the community involved, will not tend to create congestion in streets, roads, alleys and other public ways and places in the area involved, will not create hazards from fire, panic or other dangers, will not tend to overcrowding of land and cause an undue concentration of population, will not adversely affect or interfere with public or private schools, parks, playgrounds, water supplies, sewage disposal, transportation or other public requirements, conveniences and improvements, and will not interfere with adequate light and air; and

WHEREAS, (i) the City Planning Commission has conducted a public hearing to investigate the circumstances and conditions upon which the Council is empowered to authorize such use, (ii) the City Planning Commission has reported to the Council the results of such public hearing and investigation and its recommendations with respect thereto, and (iii) the Council has conducted a public hearing on this ordinance at which the person in interest and all other persons have had an opportunity to be heard;

NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. **Finding.** Pursuant to section 30-1050.1 of the Code of the City of Richmond (2020), as amended, the Council hereby finds that the special use set forth in and subject to the terms and conditions of this ordinance will not (i) be detrimental to the safety, health, morals and general welfare of the community involved, (ii) tend to create congestion in streets, roads, alleys and other public ways and places in the area involved, (iii) create hazards from fire, panic or other dangers, (iv) tend to overcrowding of land and cause an undue concentration of population, (v) adversely affect or interfere with public or private schools, parks, playgrounds, water supplies, sewage disposal, transportation or other public requirements, conveniences and improvements, or

(vi) interfere with adequate light and air.

§ 2. Grant of Special Use Permit.

(a) Subject to the terms and conditions set forth in this ordinance, the properties known as 1801 Richmond Highway, 1805 Richmond Highway, 1807 Richmond Highway, 1809 Richmond Highway, and 1817 Richmond Highway and identified as Tax Parcel Nos. S007-1527/001, S007-1527/003, S007-1527/004, S007-1527/005, and S007-1527/006, respectively, in the 2024 records of the City Assessor, being more particularly shown on a survey entitled “Consolidation Plat, Five (5) Parcels Containing 0.836 Acre of Land Known as #1801 - #1817 Richmond Highway, Being Parcels: S007-1527/001, S007-1527/003, S007-1527/004, S007-1527/005 & S007-1527/006, City of Richmond, Virginia,” prepared by Balzer & Associates, and dated June 7, 2022, a copy of which is attached to and made a part of this ordinance, hereinafter referred to as “the Property,” is hereby permitted to be used for the purpose of a mixed-use building, hereinafter referred to as “the Special Use,” substantially as shown on the plans entitled “Marquez Plaza, 1805 Richmond HWY, Richmond, VA 23224,” prepared by Baskervill, and dated December 21, 2023, and the plans entitled “Marquez Plaza,” prepared by SilverCore, dated October 27, 2023, and last revised April 19, 2024, hereinafter referred to, collectively, as “the Plans,” copies of which are attached to and made a part of this ordinance.

(b) The adoption of this ordinance shall constitute the issuance of a special use permit for the Property. The special use permit shall inure to the benefit of the owner or owners of the fee simple title to the Property as of the date on which this ordinance is adopted and their successors in fee simple title, all of which are hereinafter referred to as “the Owner.” The conditions contained in this ordinance shall be binding on the Owner.

§ 3. Special Terms and Conditions. This special use permit is conditioned on the following special terms and conditions:

(a) The Special Use of the Property shall be as a mixed-use building containing up to 96 dwelling units with a minimum of 3,720 square feet of commercial space, substantially as shown on the Plans.

(b) No fewer than 45 off-street parking spaces shall be provided for the Special Use, substantially as shown on the Plans.

(c) The height of the Special Use shall not exceed six stories, substantially as shown on the Plans.

(d) All building materials, elevations, and site improvements shall be substantially as shown on the Plans.

(e) All mechanical equipment serving the Property shall be located or screened so as not to be visible from any public right-of-way.

§ 4. **Supplemental Terms and Conditions.** This special use permit is conditioned on the following supplemental terms and conditions:

(a) All required final grading and drainage plans, together with all easements made necessary by such plans, must be approved by the Director of Public Utilities prior to the issuance of the building permit.

(b) Storm or surface water shall not be allowed to accumulate on the land. The Owner, at its sole cost and expense, shall provide and maintain at all times adequate facilities for the drainage of storm or surface water from the Property so as not to adversely affect or damage any other property or public streets and the use thereof.

(c) Facilities for the collection of refuse shall be provided in accordance with the requirements of the Director of Public Works. Such facilities shall be located or screened so as not to be visible from adjacent properties and public streets.

(d) Any encroachments existing, proposed on the Plans or contemplated in the future shall require separate authorization and shall be subject to the applicable provisions of the Code of the City of Richmond (2020), as amended, and all future amendments to such laws.

(e) The Owner shall make improvements within the right-of-way, including the installation of new sidewalk, seven street trees, and additional buffer elements along Richmond Highway, substantially as shown on the Plans, which improvements may be completed in one or more phases as approved by the Director of Public Works. All improvements and work within the public right-of-way shall be (i) completed in accordance with the requirements of the Director of Public Works, (ii) considered completed only upon written confirmation by the Director of Public Works or his designee that such improvements and work are in accordance with such requirements, and (iii) transferred to the City, following the written confirmation by the Director of Public Works, or his designee, pursuant to a transfer of interest document approved as to form by the City Attorney and accepted by the Chief Administrative Officer or the designee thereof on behalf of the City. The Chief Administrative Officer or the designee thereof, for and on behalf of the City, is hereby authorized to accept, in the manner for which this subsection provides, all improvements and work required by and meeting the requirements of this subsection. The final certificate of occupancy shall not be issued for the Property until all requirements of this subsection are fully satisfied.

(f) In all other respects, the use of the Property shall be in accordance with the applicable underlying zoning regulations.

§ 5. **General Terms and Conditions.** This special use permit is conditioned on the following general terms and conditions:

(a) No permit implementing this special use permit shall be approved until satisfactory evidence has been presented to the Zoning Administrator that any delinquent real estate taxes applicable to the Property have been paid.

(b) The Owner shall be bound by, shall observe and shall comply with all other laws, ordinances, rules and regulations applicable to the Property, except as otherwise expressly provided in this ordinance.

(c) Words and phrases used in this ordinance shall be interpreted to have the meanings ascribed to them by section 30-1220 of the Code of the City of Richmond (2020), as amended, unless the context clearly indicates that a different meaning is intended.

(d) Notwithstanding any other provision of law, this special use permit is being approved due, in part, to the mitigating effects of each and every condition attached hereto; consequently, if any portion of this ordinance is determined to be invalid for any reason by a final, non-appealable order of any Virginia or federal court of competent jurisdiction, the invalidity shall cause the entire ordinance to be void and of no further effect from the effective date of such order.

(e) The privileges granted by this ordinance may be revoked pursuant to the provisions of sections 30-1050.7 through 30-1050.11 of the Code of the City of Richmond (2020), as amended, and all future amendments to such laws. Failure to comply with the terms and conditions of this ordinance shall constitute a violation of section 30-1080 of the Code of the City of Richmond (2020), as amended, and all future amendments to such law, or any other applicable laws or regulations.

(f) When the privileges granted by this ordinance terminate and the special use permit granted hereby becomes null and void, whether as a result of the Owner relinquishing this special use permit in a writing addressed to the Director of Planning and Development Review or otherwise, use of the Property shall be governed thereafter by the zoning regulations prescribed for the district in which the Property is then situated.

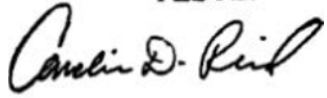
§ 6. **Implementation.** The Commissioner of Buildings is authorized to issue a building permit substantially in accordance with the Plans for the Special Use subject to the terms and

conditions set forth in this ordinance. An application for the building permit shall be made within 1,096 calendar days following the date on which this ordinance becomes effective. If either the application for the building permit is not made within the time period stated in the previous sentence or the building permit terminates under any provision of the Virginia Statewide Building Code, this ordinance and the special use permit granted hereby shall terminate and become null and void.

§ 7. **Effective Date.** This ordinance shall be in force and effect upon adoption.

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

A TRUE COPY:
TESTE:

City Clerk



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2024-0595

File ID: Admin-2024-0595

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department: Richmond Dept of Planning & Development. Review

Cost:

File Created: 06/07/2024

Subject:

Final Action:

Title:

Internal Notes:

Code Sections:

Agenda Date: 07/22/2024

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin-2024-0595 - APPLICATION DOCS,
Admin-2024-0595 - AATF Ordinance

Enactment Number:

Contact:

Introduction Date:

Drafter: jonathan.brown@richmondgov.com

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/17/2024	Matthew Ebinger	Approve	7/19/2024
1	2	7/17/2024	Kris Daniel-Thiem - FYI	Notified - FYI	
1	3	7/17/2024	Kevin Vonck	Approve	7/24/2024
1	4	7/17/2024	Alecia Blackwell - FYI	Notified - FYI	
1	5	7/17/2024	Sharon Ebert	Approve	7/19/2024
1	6	7/17/2024	Caitlin Sedano - FYI	Notified - FYI	
1	7	7/18/2024	Jeff Gray	Approve	7/19/2024
1	8	7/18/2024	Lincoln Saunders	Approve	7/22/2024
1	9	7/18/2024	Mayor Stoney	Approve	7/22/2024

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File Admin-2024-0595

City of Richmond
Intracity Correspondence

O&R Transmittal

DATE: July 17, 2024

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor (by request)
(This is no way reflects a recommendation on behalf of the Mayor)

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer

THROUGH: Sharon L. Ebert, Deputy Chief Administrative Officer for Economic Development
and Planning

FROM: Kevin J. Vonck, Director of Planning & Development Review

RE: To authorize the special use of the properties known as 1801 Richmond Highway, 1805 Richmond Highway, 1807 Richmond Highway, 1809 Richmond Highway, and 1817 Richmond Highway for the purpose of a mixed-use building, upon certain terms and conditions.

ORD. OR RES. No.

PURPOSE: The applicant is requesting a Special Use Permit to authorize a mixed-use building, including up to 69 dwelling units, a minimum of 3,720 square feet of commercial space, and off-street parking, within a B-3 General Business Zoning District. These uses, among other things, are not currently permitted by sections 30-438.5, 30-438.3:1, 30-710.14(2) and 30-730.2, regarding building height, usable open space, landscaping within parking areas, and long-term bicycle parking, respectively, of the Code of the City of Richmond (2024). A Special Use Permit is therefore required.

BACKGROUND: The property is located in the Bellemeade neighborhood on Richmond Highway between Webber and Royall Avenues. The properties are currently a combined 36,287 sq. ft. (.81

acre) improved parcels of land, including a paved parking lot constructed in 2014.

The City's Richmond 300 Master Plan designates a future land use for the subject property Corridor Mixed Use, which is defined as uses "Found along major commercial corridors and envisioned to provide for medium- to medium-high-density pedestrian- and transit-oriented development." Intensity: Buildings generally ranging from two to ten stories, based on street widths and depending on the historic context and stepping down in height adjacent to residential areas. New buildings that are taller than historical buildings should step back from the build-to line after matching the height of the predominant cornice line of the block. Primary Uses: Retail/office/personal service, multi-family residential, cultural, and open space. Secondary Uses: Single-family houses, institutional, and government. (p. 60)

The current zoning for this property is B-3 General Business District. Properties to the east are mostly zoned R-5 Single-family Residential District and those to the West are generally zoned M-1 Light Industrial District. The area is primarily small, commercial uses with an historic pattern of automobile dependency. The proposed density of the parcel is 69 units upon .81 acres, or 85 units per acre.

COMMUNITY ENGAGEMENT: The Bellemeade Civic Association was notified of the application; additional community notification will take place after introduction.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: None

FISCAL IMPACT: The Department of Planning and Development Review does not anticipate any impact to the City's budget for this or future fiscal years.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: July 22, 2024

CITY COUNCIL PUBLIC HEARING DATE: September 9, 2024

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Planning Commission, September 3, 2024

AFFECTED AGENCIES: Office of Chief Administrative Officer

Law Department (for review of draft ordinance)

RELATIONSHIP TO EXISTING ORD. OR RES.: None

ATTACHMENTS: Draft Ordinance, Application Form, Applicant's Report, Plans, Survey, Map

STAFF: Jonathan Brown, Senior Planner, Land Use Administration (Room 511) 646-5734



Application for **SPECIAL USE PERMIT**

Department of Planning and Development Review
Land Use Administration Division
900 E. Broad Street, Room 511
Richmond, Virginia 23219
(804) 646-6304
<http://www.richmondgov.com/>

Application is hereby submitted for: (check one)

- ☒ **special use permit, new**
☐ **special use permit, plan amendment**
☐ **special use permit, text only amendment**

Project Name/Location

Property Address: Royall Ave and Richmond Hwy Date: 12/20/2023
Parcel I.D. #: S0071527001, 003,004,005,006 Fee: 2,400
Total area of affected site in acres: .9 AC +/-

(See **page 6** for fee schedule, please make check payable to the "City of Richmond")

Zoning

Current Zoning: B-3

Richmond 300 Land Use Designation: Corridor Mixed-Use

Proposed Use

(Please include a detailed description of the proposed use in the required applicant's report)

Existing Use: vacant land

Is this property subject to any previous land use cases?

Yes ☐ No ☒ If Yes, please list the Ordinance Number: _____

Applicant/Contact Person: Tarvaris J. McCoy

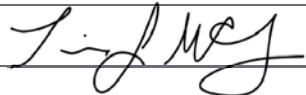
Company: Marquez Plaza LLC
Mailing Address: 535 N 2nd Street Suite 100
City: Richmond State: VA Zip Code: 23219
Telephone: (804) 3812501 Fax: ()
Email: tjmccoy@therealmccoycos.com

Property Owner: MWW LLC

If Business Entity, name and title of authorized signee: Tarvaris J. McCoy, Manager

(The person or persons executing or attesting the execution of this Application on behalf of the Company certifies that he or she has or have been duly authorized and empowered to so execute or attest.)

Mailing Address: 927 Hull Street
City: Richmond State: VA Zip Code: 23225
Telephone: (804) 325-3797 Fax: ()
Email: tjmccoy@therealmccoycos.com

Property Owner Signature: 

The names, addresses, telephone numbers and signatures of all owners of the property are required. Please attach additional sheets as needed. If a legal representative signs for a property owner, please attach an executed power of attorney. **Faxed or photocopied signatures will not be accepted.**

NOTE: Please attach the required plans, checklist, and a check for the application fee (see Filing Procedures for special use permits)

Applicant's Report

1801 Richmond Highway (SUP-141098-2024)

The applicant is proposing to develop a mixed-use building on the site to include approximately 96 units of housing for seniors and approximately 3,000 square feet of commercial space. The proposed development is a well-designed, amenity-rich offering for seniors. The applicant requests the following conditions in with regard to the subject property

Zoning and Use:

The applicant understands that a Plan of Development is required for the construction of any new building containing more than ten dwelling units and will complete the plan of development process.

B-3 Feature Requirements:

Sec. 30-438.3:1. – A usable open space ratio of not less than 0.25 is required. Usable open space ratio means the total square foot amount of usable open space on a lot or on a development site for each square foot of floor area on the lot or on the development site. **The total square footage of floor area is not provided on the plans; this requirement cannot be determined to be met.** Based on the site plan and the floor plans provided, this requirement does not appear to be met. The applicant requests zoning condition to be approved as drawn.

Sec. 30-438.5. - No building or structure shall exceed 35 feet in height in the B-3 General Business District. Additional height is permitted at a rate of 1' extra height for every 1' that all required yards are exceeded, up to 60' total height. The smallest yard exceeded is the front yard, where the building is set back ~3.5' from the front property line; therefore, the maximum height allowed for the building at the proposed location is 38.5'. **The height of the premanufactured shade structure is measured at ~68'; this requirement is not met.** The applicant requests a zoning condition to be approved as drawn.

Parking:

Sec. 30-730.2. – For 96 dwelling units, 24 long-term and 4 short-term bicycle parking spaces are required. **A long-term bicycle parking area is shown on the first floor, but the number of parking spaces is not shown or listed; this requirement cannot be determined to be met, although it appears that only 12 long-term bicycle parking spots are provided. No short-term bicycle parking spaces can be located on the plans; this requirement is not met.** The proposed development would provide 16 spaces in the long-term storage room and will provide eight additional bike storage units on the rear exterior of the building and short-term storage on the south exterior of the building. The applicant requests a zoning condition as drawn.

The request is to allow the applicant to build as represented in the attached plans. The use is very much aligned with the comprehensive and neighborhood plans for the area. The Richmond 300 Comprehensive Plan notes that the most appropriate

use for this site is Corridor Mixed-Use. Corridor mixed-use is identified in the following manner:

Found along major commercial corridors and envisioned to provide for medium- to medium-high-density pedestrian- and transit-oriented development. The building size, density, and zoning districts for these areas may vary significantly depending on historical densities and neighborhood characteristics. Future development should

generally complement existing context. Uses may be mixed horizontally in several buildings on a block or vertically within the same building. Developments continue introduce a gridded street pattern to increase connectivity. Ground floor uses engage with, and enliven, the street. Monolithic walls are discouraged, while windows, doors, storefronts, and other features that allow transparency and interaction between building and street are encouraged. Active commercial ground floor uses are required on street-oriented commercial frontages.

Pedestrian, bicycle, and transit access are prioritized and accommodated. Bike parking is provided. Driveway entrances are required to be off alleys whenever possible; new driveways are prohibited on priority and principal streets. Parking areas are located within the structure and to the rear of buildings and require screening; shared parking requirements are encouraged.

Intensity: Buildings generally ranging from two to ten stories, based on street widths and depending on the historic context and stepping down in height adjacent to residential areas. New buildings that are taller than historical buildings should step back from the build-to line after matching the height of the predominant cornice line of the block.

Primary Uses: Retail/office/personal service, multi-family residential, cultural, and open space.

Secondary Uses: Single-family houses, institutional, and government.

The applicant puts forth the proposed development as a medium to high density development in the type called for by the plan.

The site will not:

- a. be detrimental to the safety, health, morals and general welfare of the community involved;

Why- The proposed use is very much aligned with the vision and planning of the City of Richmond

- b. tend to create congestion in streets, roads, alleys and other public ways and places in the area involved;

- a. Why- The addition of this development fits well within the ideal uses for the site. Additionally, the development provides entry from the alley way not from Richmond Hwy

- c. create hazards from fire, panic or other dangers;

- a. Why – There is a minimal level of fire risk associated with any development. There is no additional risk associated with this application. Furthermore, the sprinklered building is well protected against fire.

- d. tend to cause overcrowding of land and an undue concentration of population;

- a. Why- The proposed density is aligned with density desired across the neighborhood per the Richmond 300 plan. No overcrowding is proposed as a result of the application.

- e. adversely affect or interfere with public or private schools, parks, playgrounds, water supplies, sewage disposal, transportation or other public requirements, conveniences and improvements; or
 - a. Why- the affect of the construction on the public infrastructure will be minimal. Any temporary disruptions or redirections will be coordinated with the city appropriately and approved where necessary
- f. interfere with adequate light and air.
 - a. Why – The project does not interfere with adequate air and light

The development has been discussed in detail with city staff and updated prior to submission to be even more aligned with the city's vision and direction for the neighborhood. Overall, the project will be a great benefit and serve as a catalyst for the growth and positive development of the neighborhood.

MARQUEZ PLAZA, LLC

MARQUEZ PLAZA

1805 RICHMOND HWY
RICHMOND, VA 23224

OWNER / CLIENT

MARQUEZ PLAZA, LLC
927 HULL STREET
RICHMOND, VA 23224
CONTACT: KELVIN HANSON

CIVIL ENGINEER

SILVERCORE
7110 FOREST AVE
RICHMOND, VA 23226
804-282-6900
WWW.SILVERCORE.US
CONTACT: STEVE KING

ARCHITECTURE / INTERIORS / MEP

BASKERVILL
1051 E CARY ST., SUITE 200 (23219)
RICHMOND, VA 23218-0400
+1 804 343 1010
WWW.BASKERVILL.COM
CONTACT: SONNY JOY-HOGG



RICHMOND HWY 3D VIEW

VICINITY MAP



DESCRIPTION OF WORK

AN APPROXIMATELY 82,000 SQUAREFOOT, 5-STORY MULTIFAMILY BUILDING WITH ACCESSORY ASSEMBLY SPACE AND PUBLIC ACCESS RETAIL. THE RESIDENTIAL BUILDING IS DEFINED AS A 45-AGE RESTRICTED FACILITY, WITH 96 DWELLING UNITS.

SUP DRAWING INDEX

SHEET NO.	SHEET TITLE	REV NO.	REV DATE
T1.0	TITLE SHEET		
1	SCHEMATIC LAYOUT		
2	SCHEMATIC LANDSCAPE		
A1.1	1ST FLOOR PLAN		
A1.2	2ND-5TH FLOOR PLANS		
A1.3	ROOF PLAN		
A2.1	EXTERIOR ELEVATIONS		
A2.2	EXTERIOR ELEVATIONS & BUILDING SECTIONS		



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300 S. ORANGE AVENUE, SUITE 1025 ORLANDO, FL 32801

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PROJECT NUMBER
2.220631.0

MARQUEZ PLAZA
1805 RICHMOND HWY
RICHMOND, VA 23224

ISSUE
12/21/2023 -
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TITLE SHEET
T1.0



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LAND DEVELOPMENT CONSULTANTS

7115 FOREST AVENUE - SUITE 204 RICHMOND, VA 23226 (804) 262-6900

MARQUEZ PLAZA

SCHEMATIC LAYOUT

OLD SOUTH DISTRICT CITY OF RICHMOND, VIRGINIA

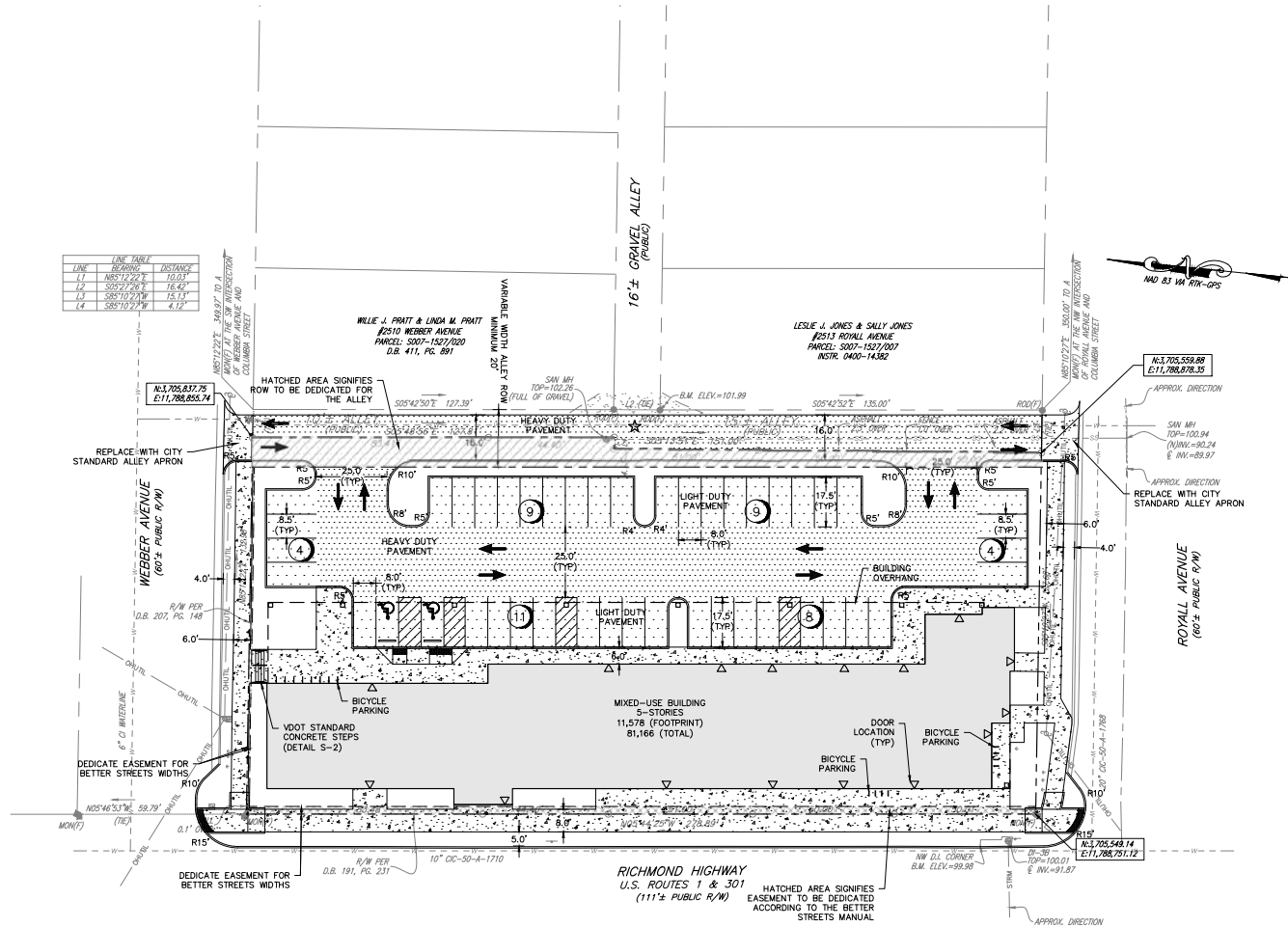
REV.	DATE	DESCRIPTION
1	2/28/24	SUP COMMENTS
2	4/19/24	SUP COMMENTS

DESIGN BY: Steve King
CHECKED BY: Jeff Stubb
DRAWING SCALE: 1"=20'
DATE: 10/27/2023

SHEET

1

JOB #:220564



TEXT LEGEND

- (SQ.FT.) SQUARE FEET
 - (R/W) RIGHT OF WAY
 - (C/L) CENTERLINE
 - (MON) MONUMENT
 - (D.B.) DEED BOOK
 - (P.G.) PAGE
 - (E/P) EDGE OF PAVEMENT
- ## LINE/TYPE LEGEND
- BENCH MARK
 - OVERHEAD UTILITIES
 - FENCE
 - SANITARY SEWER (1/10)
 - STORM SEWER (1/10)

SYMBOL LEGEND

- GAS METER
- GUY WIRE
- ⊕ MONITORING WELL
- ⊕ POWER TRANSFORMER
- ⊕ SEWER MANHOLE
- ⊕ SIGN POST
- ⊕ STORM MANHOLE
- ⊕ TELEPHONE MANHOLE
- ⊕ UTILITY POLE
- ⊕ WATER VALVE

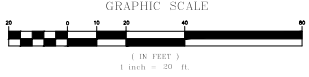
THE TOPOGRAPHICAL SURVEY SHOWN HEREON IS FROM A FIELD SURVEY COMPLETED UNDER THE DIRECT AND RESPONSIBLE CHARGE OF CHRISTOPHER M. FINLEY FROM AN ORIGINAL DATA WAS OBTAINED ON JUNE 4, 2022, AND THAT THIS PLAN, MAP OR DIGITAL GEOSPATIAL DATA INCLUDING METADATA MEETS MINIMUM ACCURACY STANDARDS UNLESS OTHERWISE NOTED.

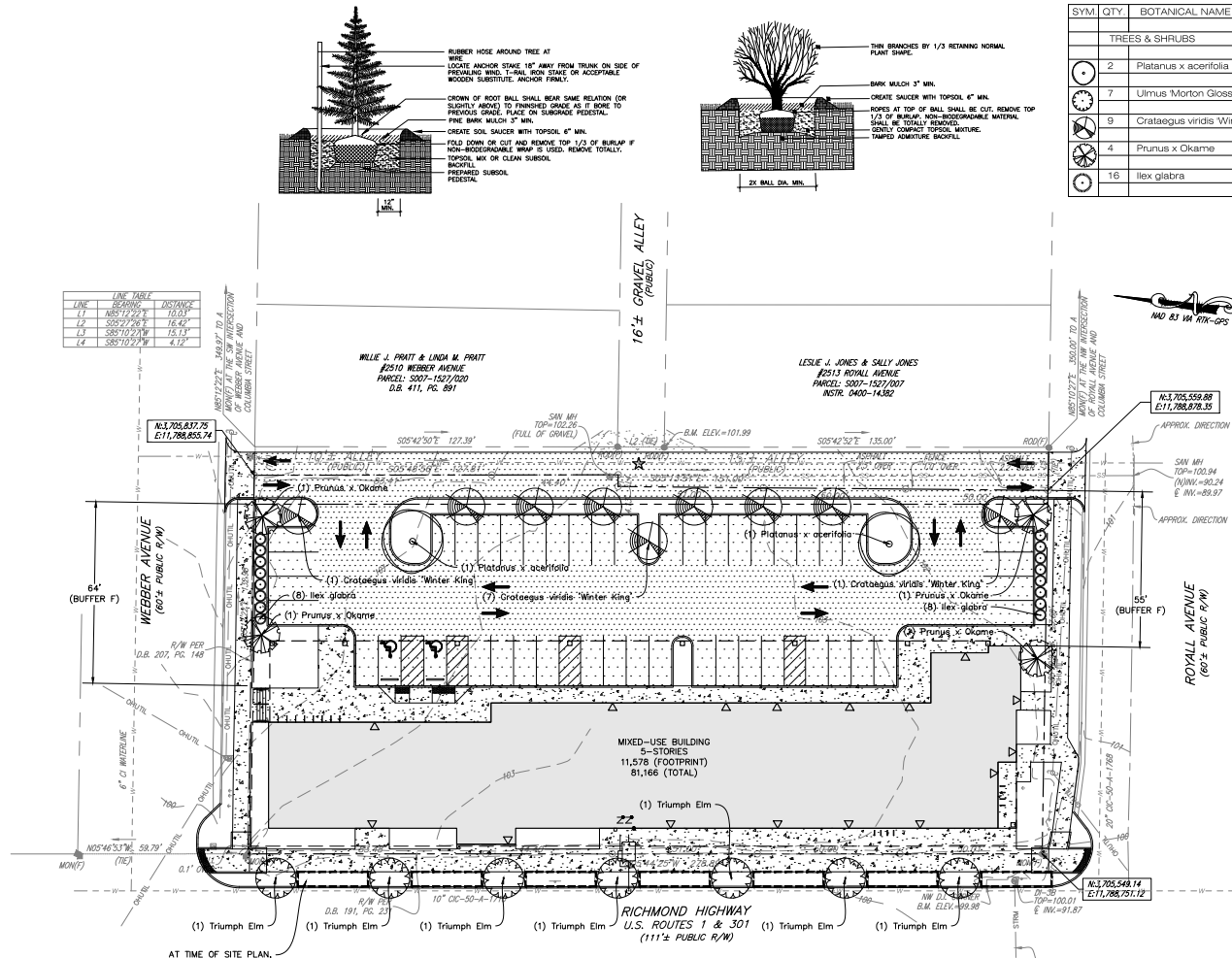
NO TITLE REPORT PROVIDED AS OF JUNE 7, 2022
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO INFORMATION WHICH MAY BE DISCLOSED BY SUCH. NOT ALL EASEMENTS MAY BE SHOWN.

CONTOUR INTERVAL = 1 FOOT
HORIZONTAL DATUM = NAD 83
VERTICAL DATUM = NAVD 88

UNDERGROUND UTILITIES SHOWN HEREON BASED ON PAINTED MARKINGS FROM MISS UTILITY TICKETS #B215301032-006, #B215301046-006, #B215301067-006 & #B215301078-006 AND VISUAL FIELD EVIDENCE.

NOTE: SURFACE DATA IS UNAVAILABLE IN FENCED-IN AREA. FENCE AREA WAS LOOKED AT TIME OF SURVEY AND INACCESSIBLE.





TEXT LEGEND	SYMBOL LEGEND
(S.F.T.) SQUARE FEET	IN GAS METER
(R/W) RIGHT OF WAY	OUT WIRE
(C) COVERING	MONITORING WELL
(M) MONUMENT	POWER TRANSFORMER
(D.B.) DEED BOOK	SEWER MANHOLE
(P.C.) PAGE	SIGN POST
(P/P) EDGE OF PAVEMENT	STORM MANHOLE
	TELEPHONE MANHOLE
	UTILITY POLE
	WATER VALVE

THE TOPOGRAPHICAL SURVEY SHOWN HEREON IS FROM A FIELD SURVEY COMPLETED UNDER THE DIRECT AND RESPONSIBLE CHARGE OF CHRISTOPHER M. PALEY FROM AN ACTUAL GROUND SURVEY MADE UNDER HIS SUPERVISION THAT THE HIGHEST AND/OR ORIGINAL DATA WAS OBTAINED ON JUNE 4, 2022, AND THAT THIS PLAN, MAP OR DIGITAL ELEVATION DATA INCLUDING METADATA MEETS MINIMUM ACCURACY STANDARDS UNLESS OTHERWISE NOTED.

NO TITLE REPORT PROVIDED AS OF JUNE 7, 2022

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO INFORMATION WHICH MAY BE DISCLOSED BY SUCH. NOT ALL EASEMENTS MAY BE SHOWN.

CONTOUR INTERVAL = 1 FOOT
HORIZONTAL DATUM = NAD 83
VERTICAL DATUM = NAD 88

UNDERGROUND UTILITIES SHOWN HEREON BASED ON PRINTED MARKINGS FROM MISS UTILITY TICKETS #821530103-006, #821530104-006, #821530107-008 & #821530107-008 AND VISIBLE FIELD EVIDENCE.

NOTE: SURFACE DATA IS UNAVAILABLE IN FENCED-IN AREA. FENCE AREA WAS LOOKED AT TIME OF SURVEY AND INACCESSIBLE.

PERIMETER BUFFERS
WEBBER AVENUE (64'±)
REQUIRED:
1 TREE PER 50 LF: 2 TREES
4 SHRUBS PER 50 LF: 8 SHRUBS
PROVIDED:
2 TREES
8 SHRUBS
ROYALL AVENUE (55'±)
REQUIRED:
1 TREE PER 50 LF: 2 TREES
4 SHRUBS PER 50 LF: 8 SHRUBS
PROVIDED:
2 TREES
8 SHRUBS
RICHMOND HIGHWAY (279'±)
PROVIDED:
7 TREES (40' SPACING)

INTERNAL LANDSCAPING REQUIREMENTS:

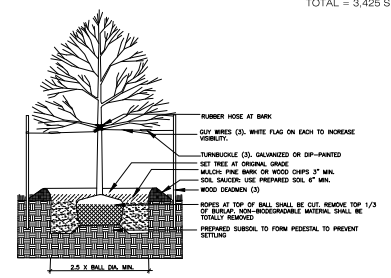
TREE COVERAGE REQUIREMENTS:

REQUIRED: 30 SF PER PARKING SPACE (45 SPACES) = 1,350 SF

PROVIDED: 1,525 SF

PLANT LIST

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COVER	REMARKS
TREES & SHRUBS						
2		Platanus x acerifolia	London Plane Tree	2.5' CAL.	200 SF	200 X 2 = 400 SF
7		Ulmus 'Morton Glossy'	Triumph Elm	2.5' CAL.	200 SF	200 X 7 = 1,400 SF
9		Crataegus viridis 'Winter King'	Winter King Hawthorn	2.0' CAL.	125 SF	125 X 9 = 1,125 SF
4		Prunus x Okame	Okame Cherry	2.0' CAL.	125 SF	125 X 4 = 500 SF
16		Ilex glabra	Inkberry Holly	24" MIN.		
						TOTAL = 3,425 SF



GENERAL NOTES:

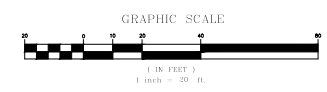
- 1) ALL PLANTING SHALL BE IN ACCORDANCE WITH PROJECT DOCUMENTS.
- 2) SIZE OF PLANTS INDICATED ON THIS SUMMARY SHEET REFER TO SIZE OF PLANTS DELIVERED TO THE PROJECT SITE.
- 3) THE CONTRACTOR SHALL WATER ALL LIVING TREES DURING THE WARRANTY PERIOD. SEE WATERING SCHEDULE BELOW.
- 4) LOCATION OF PLANT MATERIALS SHOWN ON THE PLANS ARE APPROXIMATE AND SHALL BE ADJUSTED AS REQUIRED FOR CHANGES DUE TO ACTUAL FIELD CONDITIONS WHEN DIRECTED BY THE LANDSCAPE ARCHITECT.
- 5) ON CENTER SPACING OF PLANT MATERIAL SHALL BE INDICATED IN THE LANDSCAPE SUMMARY OR PLAN. UNLESS OTHERWISE DIRECTED BY THE LANDSCAPE ARCHITECT.
- 6) THE LOCATION OF ALL PLANT MATERIAL SHALL BE STAKED IN THE FIELD BY THE CONTRACTOR FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO EXCAVATION OF PLANTING PITS AND/OR BEDS AND INSTALLATION OF ANY PLANT MATERIAL.
- 7) THE MULCHING MATERIAL FOR THIS PROJECT SHALL BE SHREDDED HARDWOOD BARK.

WATERING SCHEDULE:

- 1) DURING THE ESTABLISHMENT PERIOD THE CONTRACTOR SHALL WATER EACH PLANT WITH THE FOLLOWING MINIMUM QUANTITIES OF WATER FOR EACH WATERING, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
 - DECIDUOUS TREES OVER 10' HT. -12 GALLONS PER UNIT
 - DECIDUOUS TREES 10' HT. OR LESS -6 GALLONS PER UNIT
 - EVERGREEN TREES -8 GALLONS PER UNIT
- 2) THE CONTRACTOR SHALL WATER ALL LIVING PLANTS EVERY 4 WEEKS DURING THE PERIOD BETWEEN APRIL 1 AND MAY 31, EVERY 2 WEEKS DURING THE PERIOD BETWEEN JUNE 1 AND SEPTEMBER 30, EVERY 4 WEEKS DURING THE PERIOD BETWEEN OCTOBER 1 AND NOVEMBER 30.

TREE CARE NOTES:

- 1) APPLICABLE COUNTY TREE PLANTING SPECIFICATIONS SHALL BE FOLLOWED.
- 2) ALL TREES TO MEET ANSI Z160 STANDARDS.
- 3) ALL TREES SPECIFIED ARE BALLED AND BURLAPED. CONTAINER TREES ARE CONSIDERED SUBSTITUTES AND REQUIRE LANDSCAPE ARCHITECT APPROVAL PRIOR TO PLANTING.
- 4) STAKES MUST BE REMOVED WITHIN 1 YEAR OF PLANTING.
- 5) WHEN A BRANCH, STEM, OR LIMB IS BROKEN A CLEAN CUT AT THE SITE SHALL BE MADE.
- 6) DEBRIS AND OTHER MATERIAL MAY NOT BE PLACED OR STORED AT THE BASE OF A TREE OR ANYWHERE OUTSIDE THE LIMIT OF WORK.
- 7) DRIVING OR PARKING HEAVY EQUIPMENT ON THE BASE OF TREES SHALL BE AVOIDED WHENEVER POSSIBLE.
- 8) STUMPS SHALL BE CUT AS CLOSE TO THE GROUND AS POSSIBLE.
- 9) LANDSCAPE ARCHITECT SHALL APPROVE LOCATION OF ALL TREE PROTECTION FENCE.
- 10) NO LARGE TREES SHALL BE PLANTED BENEATH WIRES.
- 11) MINIMUM BRANCH HEIGHT FOR ALL TREES SHALL BE 2' ABOVE GRADE.



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SCHEMATIC LANDSCAPE

OLD SOUTH DISTRICT

CITY OF RICHMOND, VIRGINIA

DESIGN BY: Steve King
CHECKED BY: Jeff Slab
DRAWING SCALE: 1"=20'
DATE: 10/27/2023

SHEET
2

JOB #: 220564

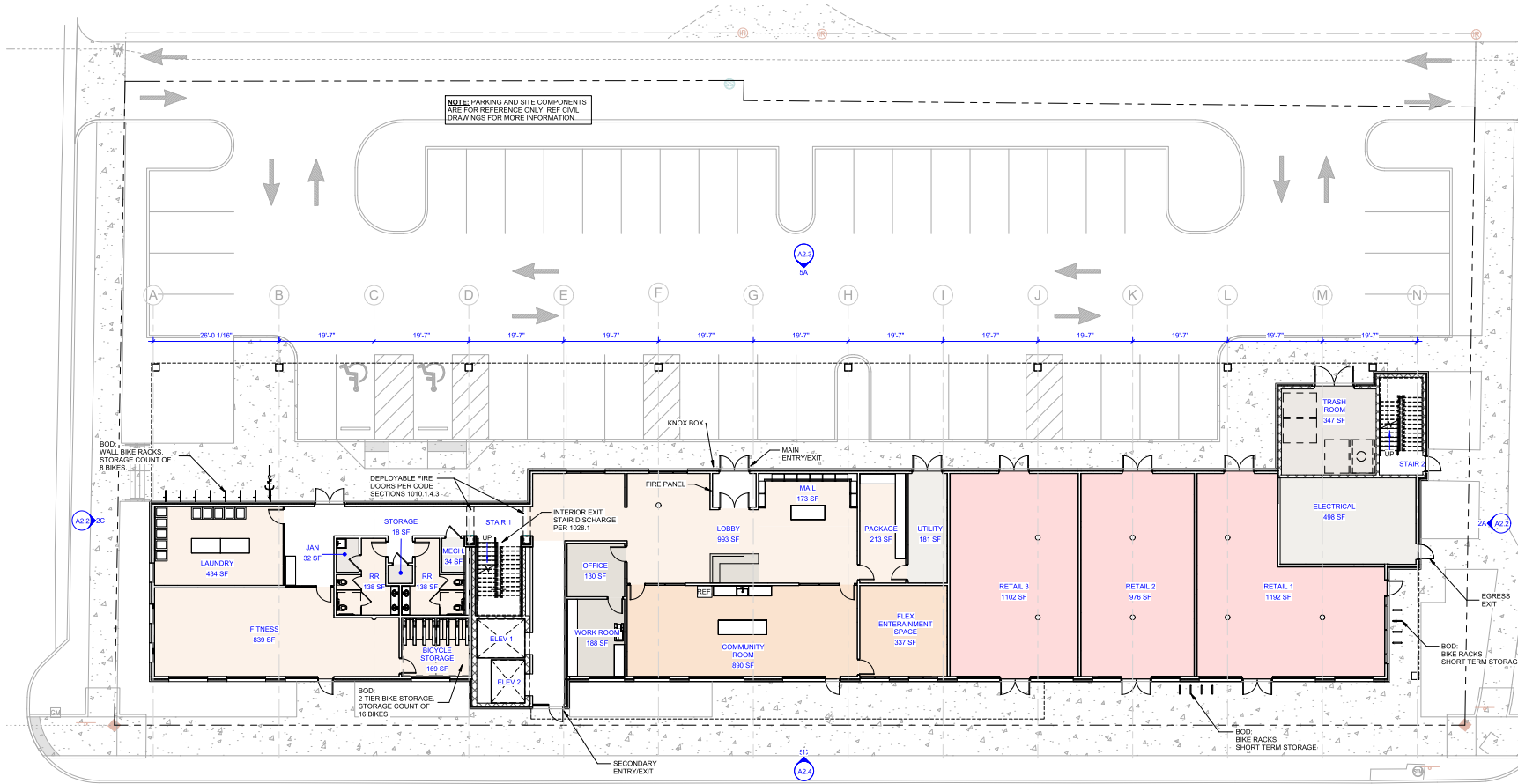
OPEN SPACE AREA - CH. 30 - ZONING

BUILDING FLOOR AREA RATIO PER ZONING SEC. 30-1220.35
LEVEL 1 = 6,868 SF
LEVEL 2 = 17,192 SF
LEVEL 3 = 17,163 SF
LEVEL 4 = 17,163 SF
LEVEL 5 = 17,163 SF
TOTAL = 75,518 SF

USABLE OPEN SPACE PER ZONING SEC. 30-1220.128
LEVEL 1 = 7,061 SF
LEVEL 2 = 112 SF
LEVEL 3 = 224 SF
LEVEL 4 = 224 SF
LEVEL 5 = 224 SF
ROOF = 0,275 SF
TOTAL = 14,150 SF

AREA/UNIT TYPE

- COMMUNITY AMENITY
- RESIDENT AMENITY
- CORRIDOR
- ACCESS
- LEASING OFFICE
- BOH
- UTILITY SPACE
- RETAIL



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PROJECT NUMBER
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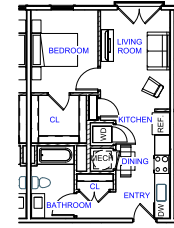
5A 1ST FLOOR PLAN
SCALE: 3/32" = 1'-0"



1ST FLOOR PLAN
A1.1

AREA/UNIT TYPE

- 1 BEDROOM
- 2 BEDROOM
- RESIDENT AMENITY
- CORRIDOR
- ACCESS
- BOH
- UTILITY SPACE
- STUDIO



2D ENLARGED PLAN - TYP 1 BED UNIT

SCALE: 1/8" = 1'-0" DRAWING REF: A1.2

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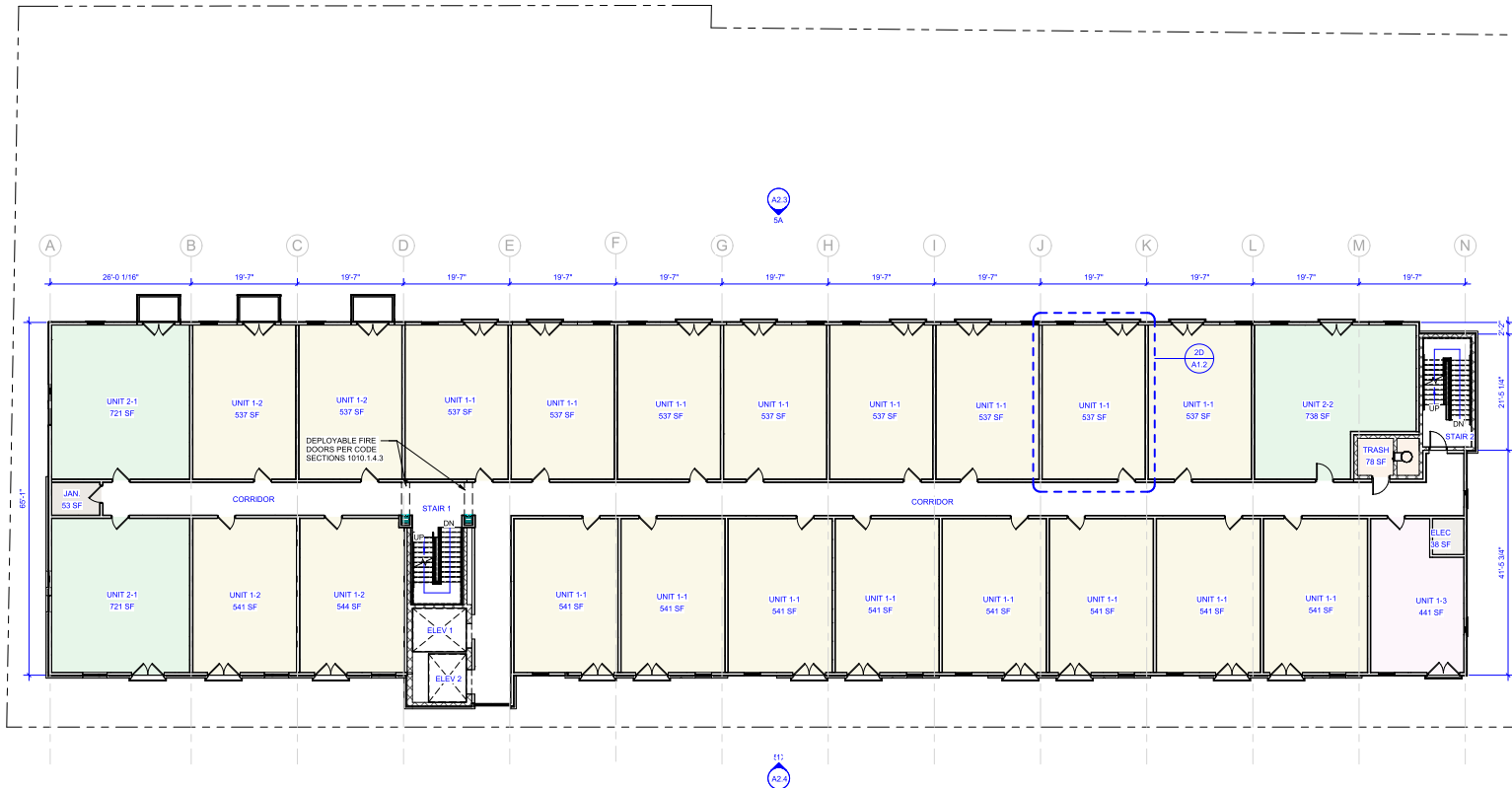
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2ND-5TH FLOOR PLANS
A1.2



5A 2ND FLOOR PLAN (3RD - 5TH FLOOR SIMILAR)

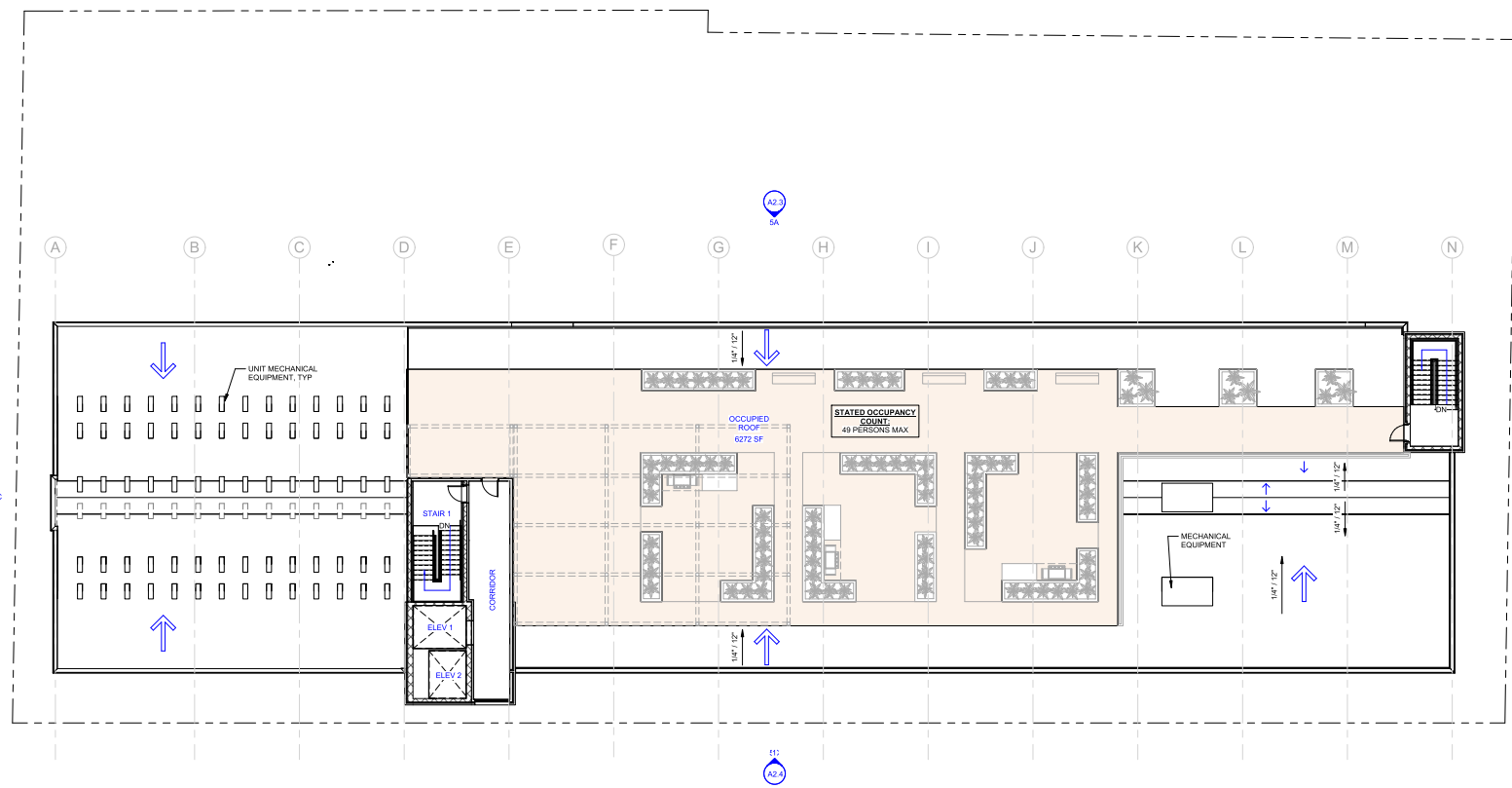
SCALE: 3/32" = 1'-0"

AREA/UNIT TYPE

- RESIDENT AMENITY
- ACCESS

ROOF LEGEND

- DIRECTION OF SLOPE IN STRUCTURE
- DIRECTION OF SLOPE IN INSULATION
- DIRECTION OF SLOPE IN CRICKET
- WALK PAD



5A OVERALL ROOF & ROOF TERRACE PLAN

SCALE: 3/32" = 1'-0"
4/10/2024 3:32:48 PM C:\Users\ajoy-hogg\Documents\220631_Marquez Plaza_Arch_R23_ajoy-hogg.rvt

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12/21/2023 -
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ROOF PLAN
A1.3



5C ELEVATION - SOUTH

SCALE: 3/32" = 1'-0"

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ISSUE
12/21/2023 -
< SUP SUBMISSION

EXTERIOR ELEVATIONS
A2.1



5A ELEVATION - NORTH

SCALE: 3/32" = 1'-0"

NOT FOR
CONSTRUCTION

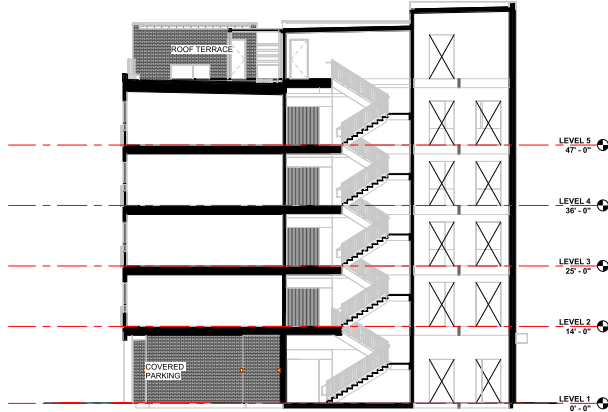
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PROJECT NUMBER
2.220631.0

MARQUEZ PLAZA
1805 RICHMOND HWY
RICHMOND, VA 23224

ISSUE
12/21/2023 -
SUP SUBMISSION

EXTERIOR ELEVATIONS &
BUILDING SECTIONS
A2.2



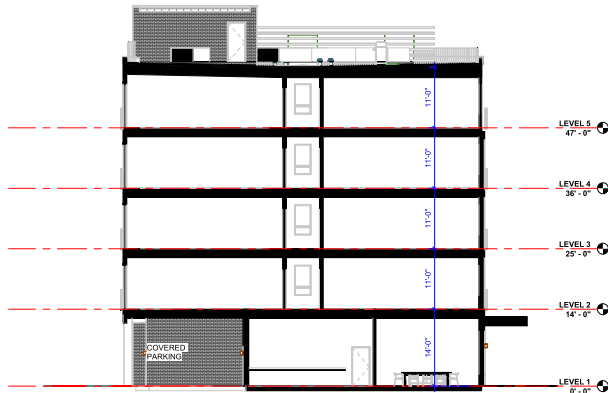
4C BUILDING SECTION 2

SCALE: 3/32" = 1'-0" DRAWING REF: A111



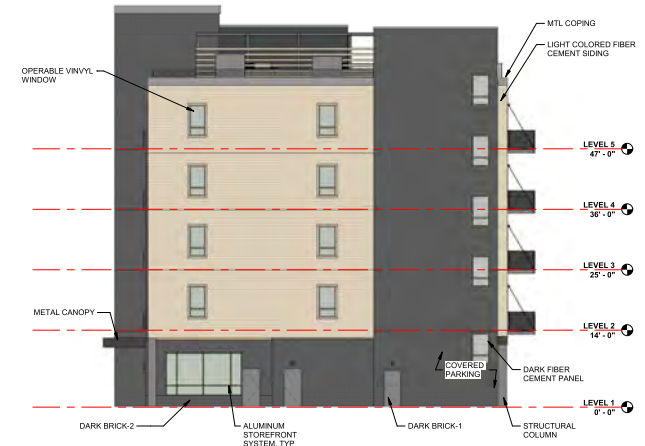
2C ELEVATION - WEST

SCALE: 3/32" = 1'-0"



4A BUILDING SECTION 1

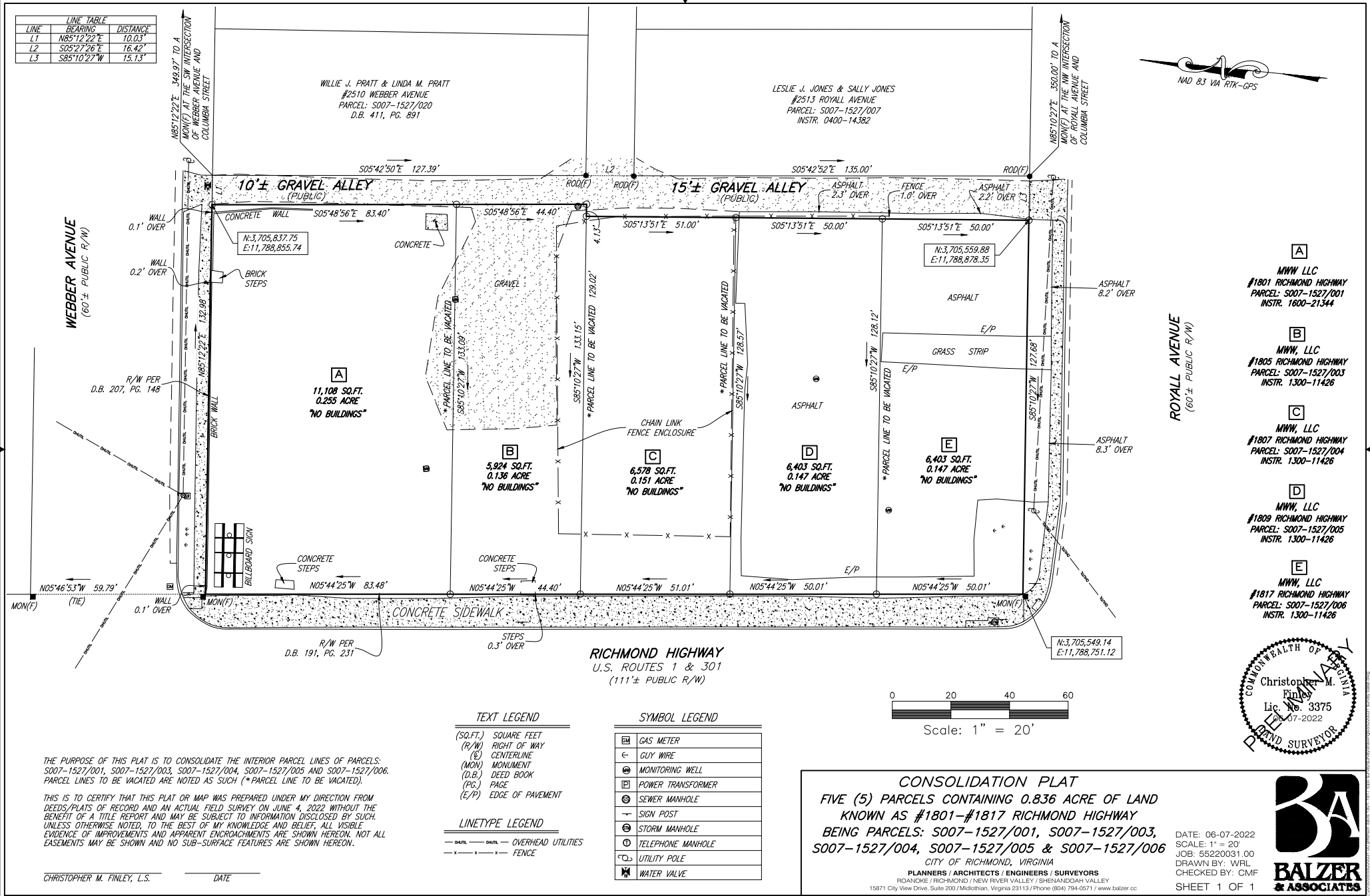
SCALE: 3/32" = 1'-0" DRAWING REF: A111



2A ELEVATION - EAST

SCALE: 3/32" = 1'-0"

LINE	BEARING	DISTANCE
L1	N85°12'22"E	10.03'
L2	S05°27'26"E	16.42'
L3	S85°10'27"W	15.13'



CHRISTOPHER M. FINLEY, L.S.

DATE



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

NOT APPLICABLE

Tab R:

Documentation of Utility Allowance calculation

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing



Locality		Green Discount		Unit Type		Weather Code	Date
Richmond Area 2024		None		Large Apartment (5+ units)		VA007	2024-09-05
Utility/Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	\$19	\$22	\$25	\$28	\$31	\$34
	Bottle Gas	\$67	\$79	\$90	\$101	\$112	\$123
	Electric Resistance	\$14	\$16	\$21	\$25	\$28	\$32
	Electric Heat Pump	\$12	\$14	\$17	\$18	\$19	\$20
	Fuel Oil	\$62	\$73	\$84	\$94	\$105	\$115
Cooking	Natural Gas	\$3	\$4	\$5	\$7	\$8	\$10
	Bottle Gas	\$10	\$12	\$18	\$23	\$28	\$34
	Electric	\$5	\$5	\$8	\$10	\$13	\$15
	Other						
Other Electric		\$17	\$20	\$28	\$36	\$44	\$52
Air Conditioning		\$7	\$8	\$11	\$15	\$18	\$22
Water Heating	Natural Gas	\$7	\$8	\$12	\$16	\$19	\$22
	Bottle Gas	\$23	\$28	\$40	\$52	\$64	\$77
	Electric	\$11	\$13	\$17	\$20	\$24	\$27
	Fuel Oil	\$22	\$26	\$37	\$49	\$60	\$72
Water		\$28	\$30	\$45	\$68	\$93	\$117
Sewer		\$41	\$44	\$63	\$92	\$122	\$151
Electric Fee		\$8	\$8	\$8	\$8	\$8	\$8
Natural Gas Fee		\$18	\$18	\$18	\$18	\$18	\$18
Fuel Oil Fee							
Bottled Gas Fee							
Trash Collection		\$22	\$22	\$22	\$22	\$22	\$22
Range/Microwave		\$21	\$21	\$21	\$21	\$21	\$21
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25
Other – specify							

Tab S:

Supportive House Mandatory
Certification and Documentation

NOT APPLICABLE

Tab T:

Funding Documentation

NOT APPLICABLE

Tab U:

Acknowledgement by Tenant of the availability of Renter
Education provided by Virginia Housing

Virginia Housing
Availability of Renter Education Acknowledgement

I understand and acknowledge that I have access to free renter education from Virginia Housing.

I understand that it is my responsibility to review the website link provided here:

www.virginiahousing.com/renters .

By signing below, I acknowledge that I have read and understand this form.

Resident(Print):_____

Resident(sign):_____

Date:_____

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

NOT APPLICABLE

Tab W:

Internet Safety Plan and Resident Information Form

Marquez Plaza Internet Security Plan and Usage Guidelines

Security Plan

Marquez Plaza will provide Wi-Fi service for all units. Each tenant will be provided a secure connection. Marquez Plaza 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 Marquez Plaza 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 Marquez Plaza 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. Marquez Plaza 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. Marquez Plaza ("Landlord") agrees to provide individual Wi-Fi internet service at a speed of no less than 10 Mbps download and 3Mbps upload ("Internet Access") to each tenant 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 Marquez Plaza network.

8. Resident will not permit any guests or a third party to do any of the above.

Marquez Plaza
Internet Safety and Security Acknowledgement Form

Tenant Name _____ Apartment Number _____

I acknowledge that I have been trained in internet safety and security and been given the Internet Safety and Security Guide provided by The Rendezvous Apartments.

Sign

Date

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

Tab X

Marketing Plan - Persons with Disabilities

Marquez Plaza

Marquez Plaza is a 96-unit affordable multi-family housing development located in Richmond, VA. There will be units which conform to HUD regulations interpreting the accessibility requirements of Section 504 of the Rehabilitation Act.

Marquez Plaza Apartments will be managed by Full Occupancy, LLC.

The accessible units will be set aside and marketed to persons with disabilities for a minimum period of sixty (60) days. During this sixty (60) day time period ongoing marketing efforts to qualified tenants will be documented. If a qualified tenant is not identified within the timeframe, evidence of marketing will be submitted to VHDA's Program Compliance Office and a request for approval will be made to rent the unleased units to any income qualified households.

Full Occupancy may alternatively work with the VHDA's Compliance Officer to demonstrate marketing to the target population is occurring on an ongoing basis throughout the year, thus allowing Marquez Plaza, LLC to fill any vacant 504 units with any income qualified tenant without the unit remaining vacant for sixty (60) days.

In either case, the lease of any qualified non-handicapped tenant located in an accessible unit will contain a provision stipulating the non-handicapped household must move to the next available vacant unit if a household including a person with a disability applies and qualifies for the 504 unit.

First preference on the property's waitlist will be given to persons with a developmental disability (DD) as confirmed by the Virginia Department of Behavioral Health and Development Services for seven (7) units.

FULL OCCUPANCY will rent accessible units only to qualified households, unless a qualified tenant cannot be found during the sixty (60) day marketing effort, or after ongoing marketing efforts as described above. Focused marketing efforts will occur, in addition to normal routine marketing strategies, to ensure qualified individuals are aware of the availability of accessible units.

Focused Marketing Efforts:

VirginiaHousingSearch.com

FULL OCCUPANCY will post The Marquez Plaza Apartments on the virginiahousingsearch.com website and will communicate the fact the development has accessible units.

District 19 CSB

Marquez Plaza, LLC has communicated with the CSB and will continue to communicate the availability of accessible units to the CSB. Contact information for the CSB:

Melissa DeVault
Community Integration Manager
804-862-8002

Virginia Department of Behavioral Health and Development Services (VA DBHDS)

Marquez Plaza, LLC has communicated with VA DBHDS and will continue to communicate the availability of affordable accessible units, highlighting the first preference for persons with a developmental disability. Contact information for VA DBHDS:

Janna Wiener
Housing Services Manager
804-371-0359
1220 Bank Street
Richmond, VA 23219

ARC of Central VA

FULL OCCUPANCY will communicate the availability of accessible units to Greater Richmond ARC. Contact Information:

Greater Richmond Arc
John Walker, President
3600 Saunders Avenue, Richmond, VA 23227
P: (804) 358-1874 F: (804) 353-0163
john.walker@richmondarc.org VHDA

Marquez Plaza, LLC will provide information on the availability of accessible units to the VHDA representatives charged with accessible unit outreach.

Other Marketing:

Newspapers/Internet - Newspaper and internet advertisements reach a broad range of apartment seekers, and as such, provide an excellent form of advertisement. Local newspapers include the Progress-Index and Richmond Times-Dispatch.

Industry Publications- Marquez Plaza, LLC will use a variety of industry publications, where available, to advertise available units.

Referrals - Marquez Plaza, LLC regularly encourages referrals among and between their properties. Property Managers will be informed of the availability of accessible units.

FULL OCCUPANCY will use the above mentioned strategies, but will not be limited solely to the marketing efforts identified above. FULL OCCUPANCY will pursue whatever other marketing means are necessary to advertise available accessible units at The Marquez Plaza Apartments.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

Tab Z:

Documentation of team member's Diversity, Equity
and Inclusion Designation or Veteran Owned Small
Business certification

SWaM CONTRACT CERTIFICATION
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Marquez Plaza, LLC

Name of SWaM Service Provider The Hanson Company, LLC

Part II, 13VAC10-180-60(E)(5)(a) of the Qualified Allocation Plan (the "QAP") 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, provides that an applicant may receive points toward its application for Credits for entering into at least one contract for services provided by a business certified as women-owned or minority-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business (SWaM) Certification Program. Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(a) of the QAP 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)(a) of the QAP.

1. The SWaM Service Provider will provide the following services and roles eligible for points under the QAP:
☒ 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.

3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWAM Program.
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)(a) of the QAP, and that the undersigned service provider is still a business certified as Women-Owned or Minority-Owned through the Commonwealth of Virginia's SWaM) Program.
5. The undersigned further acknowledge that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider.

[Contract Certification and signatures appear on following page]

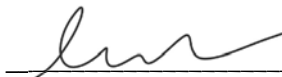
CONTRACT CERTIFICATION

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)(a) of the QAP; that the undersigned service provider is a business certified as Women-Owned or Minority-Owned through the Commonwealth of Virginia's SWaM Program; that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider; 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 QAP). 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:

Marquez Plaza, LLC

Name of Applicant



Signature of Applicant

Wallace Warden, Member/Manager

Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

The Hanson Company, LLC

Name of SWaM Certified Service Provider



Signature of SWaM Certified Service Provider

Kelvin G. Hanson, President

Printed Name and Title of Authorized Signer



Directory Listing

MWAA last updated on
FEB 14, 2025 07:36 AM EST

Search Filters

Certification Type

NIGP

NAICS

Physical City

Physical State

Physical ZIP Code

Mailing City

Mailing State

Mailing ZIP Code

Business Category

Note: The information provided in this directory does not guarantee the capacity or ability of any DBE to perform work.

All contains hanson



Match Found: 7

Sort By: Company Name

Show Entries: 5

Jump to [1 - 2]:

Applied Filters

Reset Filters

[om](#)

Business Website:

[monolithperformance.com](#)

Pcard

Y

Business Category

Retail Trade

The Hanson Company LLC

Trade Name: The Hanson
Company LLC

Contact Name: Kelvin Hanson

Mailing Address: 927 Hull
Street
Richmond, VA 23224

Physical Location: Richmond,
VA 23224

Phone: (804) 325-3798

Fax: (804) 325-3799

Business Email:

kgh@thehansonco.com

Business Website:

www.fulloccupancy.net

**Certification
Number**

710054

SWaM Certification Type

Small Start Date 04-09-2022

Minority Owned
Start Date 04-09-2022

Business Ethnicity Black or African American

SWaM Expiration
Date 04-09-2027

NIGP Code and Description:

90900 BUILDING
CONSTRUCTION
SERVICES, NEW (INCL.
MAINTENANCE AND
REPAIR SERVICES)

91800 CONSULTING
SERVICES

95800 MANAGEMENT
SERVICES

95800 MANAGEMENT
SERVICES

Pcard

Y

Business Category

Consulting Services

Tab AA:

Priority Letter from Rural Development

TAB AB:

Social Disadvantage Certification or Veteran
Owned Small Business Certification

CERTIFICATION OF PARTICIPATION BY SOCIALLY DISADVANTAGED PRINCIPAL

Name of Individual Principal Wallace Warden

LIHTC Applicant Name Marquez Plaza, LLC

Part II, 13VAC10-180-60(E)(5)(b), 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, provides that an applicant may receive thirty (30) points toward its application for Credits for demonstrating that at least one of its principals is a "socially disadvantaged individual," as such term is defined in 13 CFR 124.103, and that said principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development; provided, however, that no spousal relationship exists between the socially disadvantaged principal and any other principal having an ownership interest in the development who is not also a socially disadvantaged principal. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

INSTRUCTIONS:

Please complete either 1A or 1B and also provide a complete response to 2. 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)(b) of the Plan. Though the information requested below is of a personal nature, please note that all information provided on this form shall be subject to the Virginia Freedom of Information Act, § 2.2-3700, et seq.

1. **SOCIAL DISADVANTAGE**

(Complete only Section 1(A) OR 1(B) and then acknowledge 2 below)

A. I am claiming social disadvantage because of my identification as a:

 X Black American

 Hispanic American

 Native American (Alaska Natives, Native Hawaiians, or enrolled members of a Federally or State recognized Indian Tribe)

 Asian Pacific American [An individual with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China (including Hong Kong), Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U. S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, The Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, or Nauru]

 Subcontinent Asian American (An Individual with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal)

B. I am claiming individual social disadvantage because I meet the requirements of 13 CFR 124.103(c)(2), and my social disadvantage has negatively impacted my entry into or

advancement in the business world, as described in 13 CFR 124.103(c)(2)(iv).

2. **Ownership and Control**

Describe the ownership interest of the socially disadvantaged individual in the general partner or managing member of the applicant for Credits (provide any supporting documentation necessary to verify said ownership interest, such as the organizational chart provided elsewhere in the application for Credits).

Wallace Warden is the 100% Member of the Applicant entity. Upon entrance of the investor, Wallace Warden will be 100% owner of the managing member of the entity.

[Application continues on following page]

CERTIFICATION OF ELIGIBILITY

I hereby certify the following:

- that the undersigned principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development, as required by the Plan;
- no spousal relationship exists between the socially disadvantaged principal and any other principal having an ownership interest in the development who is not also a socially disadvantaged principal; and
- I hereby further certify that all information in this certification is true and complete to the best of my 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 principal and the undersigned applicant to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Marquez Plaza, LLC By

Name of Applicant



Signature of Applicant

Wallace Warden, Member/ Manager

Printed Name and Title of Authorized Signer

PRINCIPAL:



Signature of Qualifying Principal

Wallace Warden, Member/ Manager

Printed Name and Title of Qualifying Principal

Marquez Plaza,
LLC



Wallace Warden,
III
100%